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AGENDA

Combined Health Share of Oregon
Board of Directors and Community Advisory Committee Meeting

Wednesday, May 15, 2024
BOD/CAC Meeting: 2:30 PM--5:00 PM
Venue: Asian Health & Service Center
9035 SE Foster Rd
Portland, OR

Time	Item	Presenter
2:30 PM	**Relationship Meeting**	
3:00 PM	**Board Opening / Welcome**	*RJ Gillespie* *Candice Jimenez*
3:30 PM *Approval*	**Basic Health Program Approvals (Board of Directors)** • *Contracts* • *By-laws*	*Beth Spinning*
3:40 PM	**Blanket Ceremony Honoring outgoing board member Camille Applin-Jones**	*Heather and Aaron*
4:00 PM	**CAC Capacity Building in 2023**	*Phyusin Myint*
4:10 PM	**CAC Collaboration with CI MAC on SHARE**	*Christine Bernsten* *Maria Tafolla*
4:25 PM	**Public Comment**	*Luci Longoria*
4:35 PM *Approval*	**CHP Priorities (Board of Directors)** • Review CHP priorities. • Community Engagement Strategy • Small group activity	*Maria Tafolla* *Luci Longoria*
5:00 PM	**Adjourn**	*RJ Gillespie* *Candice Jimenez*

A joint meeting of the Community Advisory Council and Board of Directors

Today's Objectives

1. Strengthen relationship between CAC and Board of Directors
2. Highlight work of CAC in 2023 and emerging recommendations
3. Review CHIP/CHA priorities in relationship to the Health Share strategic plan
4. Identify opportunities to deepen health equity practice at Health Share

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Board Welcome

"Trust is earned in the smallest of moments. It is earned not through heroic deeds, or even highly visible actions, but through paying attention, listening, and gestures of genuine care and connection."

- Brene Brown

Introductions

Your name

Your pronouns (optional)

Your role (Board, CAC or other affiliations)

How long you've been involved with Health Share of Oregon

One thing that connects you to this region or land

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Consent Agenda

Board of Directors Meeting

May 15, 2023

OHP BRIDGE

OHP Bridge is a new health insurance program for adults with income just above the OHP Plus limit. Adults with income between 138 and 200 percent of the federal poverty level will have access to quality health insurance through this program.

- OHP Bridge will cover medical, dental and behavioral health care. Members will have access to OHP benefits, like transportation to medical appointments and health services. However, OHP Bridge will not cover Long Term Services and Supports, or Climate and Housing benefits.
- Just like OHP Plus, OHP Bridge has no member costs. That means no premiums, no co-payments, no coinsurance and no deductibles.

OHP Bridge will eventually cover about 100,000 people

- An estimated 55,000 people who currently have OHP Plus will move to OHP Bridge when it launches in July 2024
- Another 35,000 people who currently have a health plan through the Marketplace will move to OHP Bridge.
- Studies estimate over 10,000 people who are currently uninsured will sign up for OHP Bridge.

Highlights of CAC Contributions in 2023

Objectives

- Deepen relationships
- Refine CAC role within Health Share's Governance.
- Develop a CAC power-building strategy to strengthen Health Share's health equity goals

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2023 CAC Programmatic Highlights

FIOC (SHARE Food Proposal support)

Feedback on Redetermination

SHARE

- Supporting policy development
- RFP

CHIP/CHNA priorities

Social Needs screening metrics

2023 Emerging Recommendations

- Create a consistent practice of adding a racial equity lens frame to all new proposed policies
- Invite community-based organizations to build relationship with the CAC
- Carry out an audit of Health Share's community engagement practices. CAC wants to review that there is appropriate staff and resource allocation to promote authentic community engagement practices.
- Make space for restoration and self care into CAC praxis

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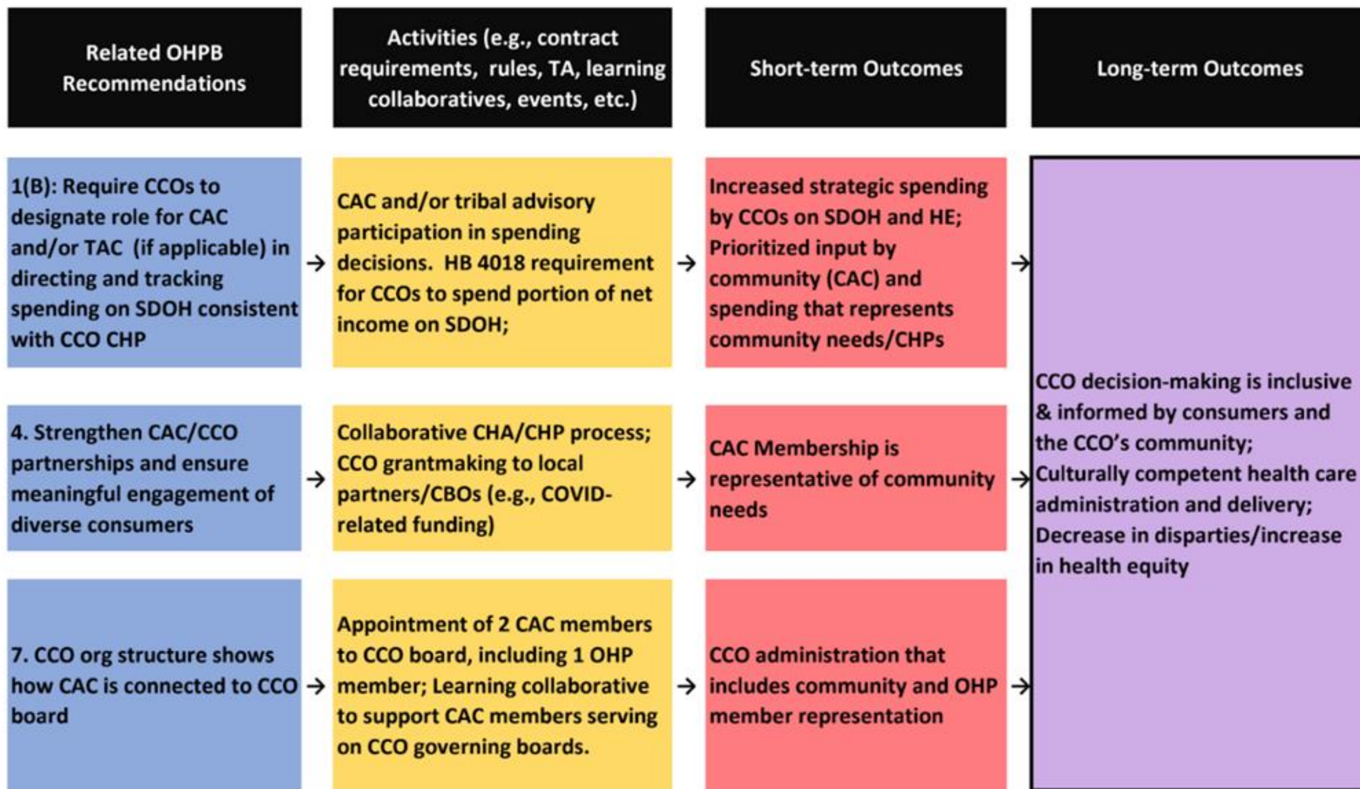

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Christine Bernsten, Director of Strategic Initiatives and Communications
Maria Tafolla, Director of Community Health

SHARE Initiative Overview

- Legislative requirement for CCOs to invest some of their profits back into their communities.
- After meeting minimum financial standards, CCOs must spend a portion of their net income or reserves on services to address health inequities and the social determinants of health and equity (SDOH-E).

The primary goals of the SHARE Initiative are to:

- Safeguard public dollars by requiring that a portion of CCOs' profits are reinvested in their communities; and
- Improve CCO member and community health by requiring reinvestments go toward **upstream nonhealthcare factors that impact health** (for example, housing, food, transportation, educational attainment or civic engagement).

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SHARE Process Review

2022	2023
• Health Share member organizations (or their sponsored initiatives) and the Community Advisory Council were invited to submit proposals • Funding priorities on Social Determinants of Health-Equity broadly • Proposals reviewed by Financial Investment Oversight Committee (member organization reps, CAC members, CAP members) • **Ten proposals funded for $20M** *Note: (SHARE was part of larger FIOC effort, not a standalone process)*	• Health Share member organizations and the Community Advisory Council were invited to submit proposals • Funding priorities on Behavioral Health, Housing, CBO Capacity Building • CAC/CI MAC co-designed application and evaluation materials • Subcommittee reviewed proposal and made funding recommendations to the Board (4 CAC members + 4 CI MAC members) • **Five proposals funded for $10.7M**

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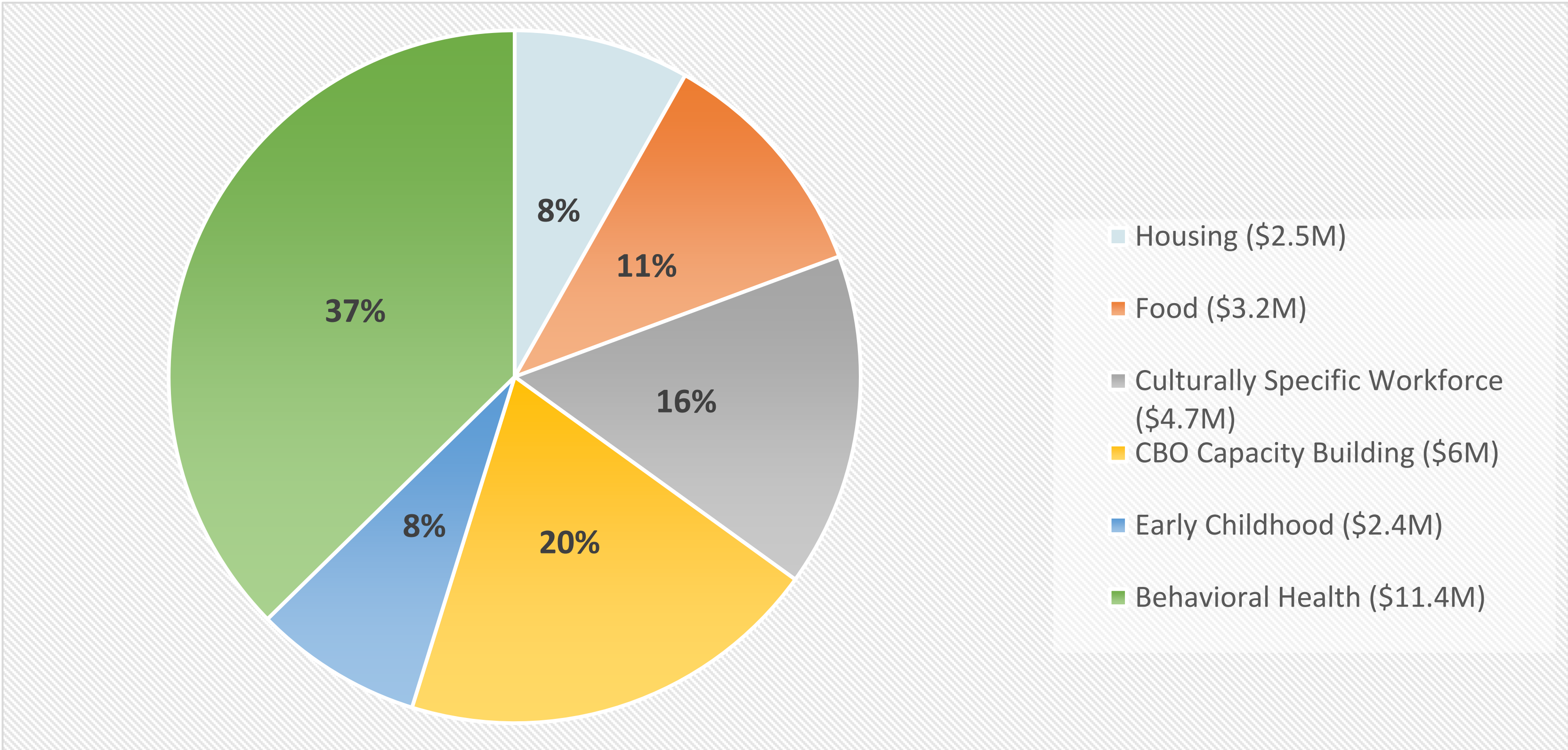
SHARE Investment Focus (2022/2023)



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2024 Constraints

- Less SHARE dollars available to distribute
- One-time funding
- Health Share staff capacity to support several new investments
  - 15 SHARE projects currently in process (22 contracts)
  - Community Capacity Building Funds – review applications, select organizations to fund, develop contracts, support implementation (# of contracts?)

Proposed Investment Approaches

Option 1: Review current investments and determine if any projects need additional funding support

Option 2: Identify new investments to support; only capital investments, align with ecosystem priorities

Option 3: Braid SHARE funding to support things that cannot be paid for with Community Capacity Building Funds (CCBF)

Option 4: Other

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Recommendations from CAC, CI MAC & CIC

Emerging Recommendation:
- Preference for option 1 or 2, or combination of the two
- Combine all options presented: support current investments in the CBO capacity building category that are in service to developing the Health-Related Social Needs network (e.g., Center for Supportive Housing, Culturally Specific Food Access), with a priority on capital investments that cannot be paid for with CCBF dollars.

Community Advisory Council and Community Impact Committee Input:
- Preference for either option
- Topical areas to focus SHARE funding on
- Provide additional funding to current projects, to prioritize projects that with a little more investment, would be able to be sustained.

Board Engagement:
- What are the current Board priorities?
- What recommendation best aligns with Board and Community priorities?

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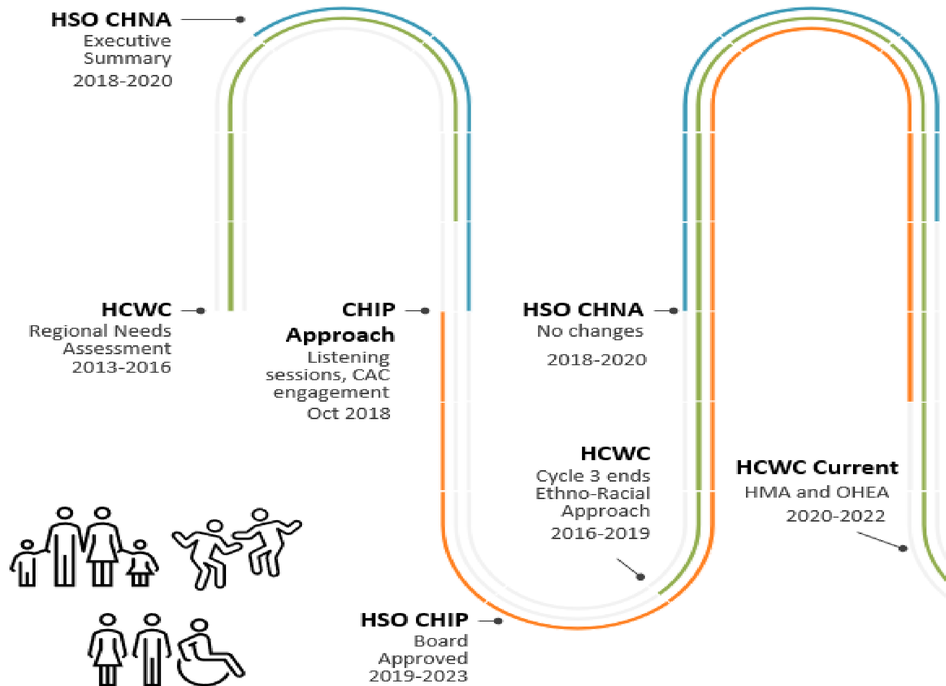
Community Health Improvement Plan 2024

Luci Longoria, Community Engagement Portfolio Manager
Maria Tafolla, Director of Community Health

From CHNA and CHIP journey

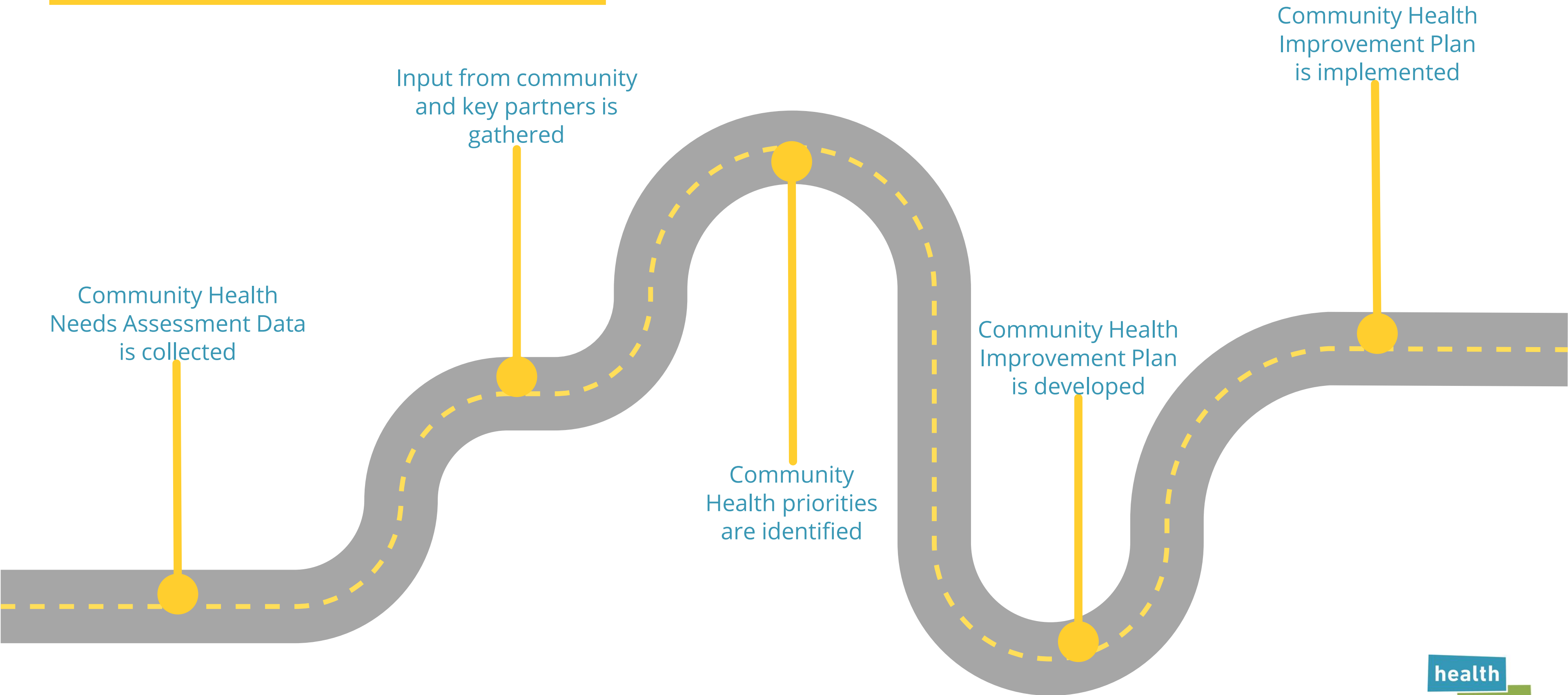


2022 HCWC CHNA

37 community engagement sessions w/ 311 community members

508 online survey responses

Our Path to the Community Health Improvement Plan (CHP)



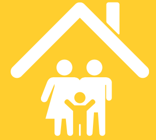
2019-2024 CHP PRIORITIES

ACCESS TO CARE

CHRONIC CONDITIONS

SOCIAL CONNECTIONS

FOOD + NUTRITION



SUPPORTIVE HOUSING

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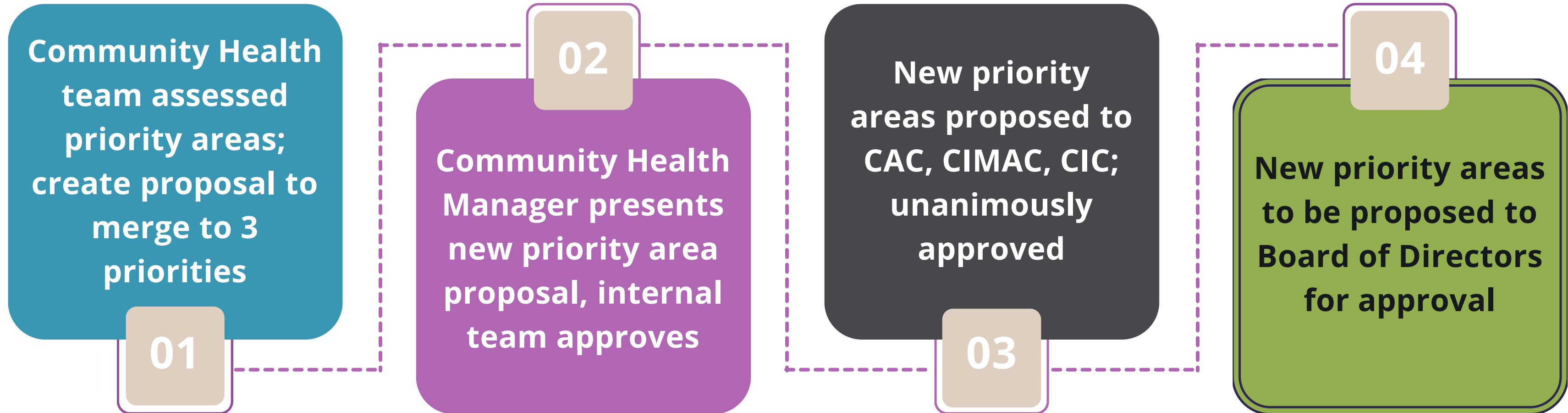
CHP Priority Development



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PROPOSAL FOR 2024 CHP PRIORITIES

ACCESS TO CARE

PREVENTION

SOCIAL HEALTH NEEDS

Recommendation from Community Advisory Council, CIMAC

and the Community Impact Committee

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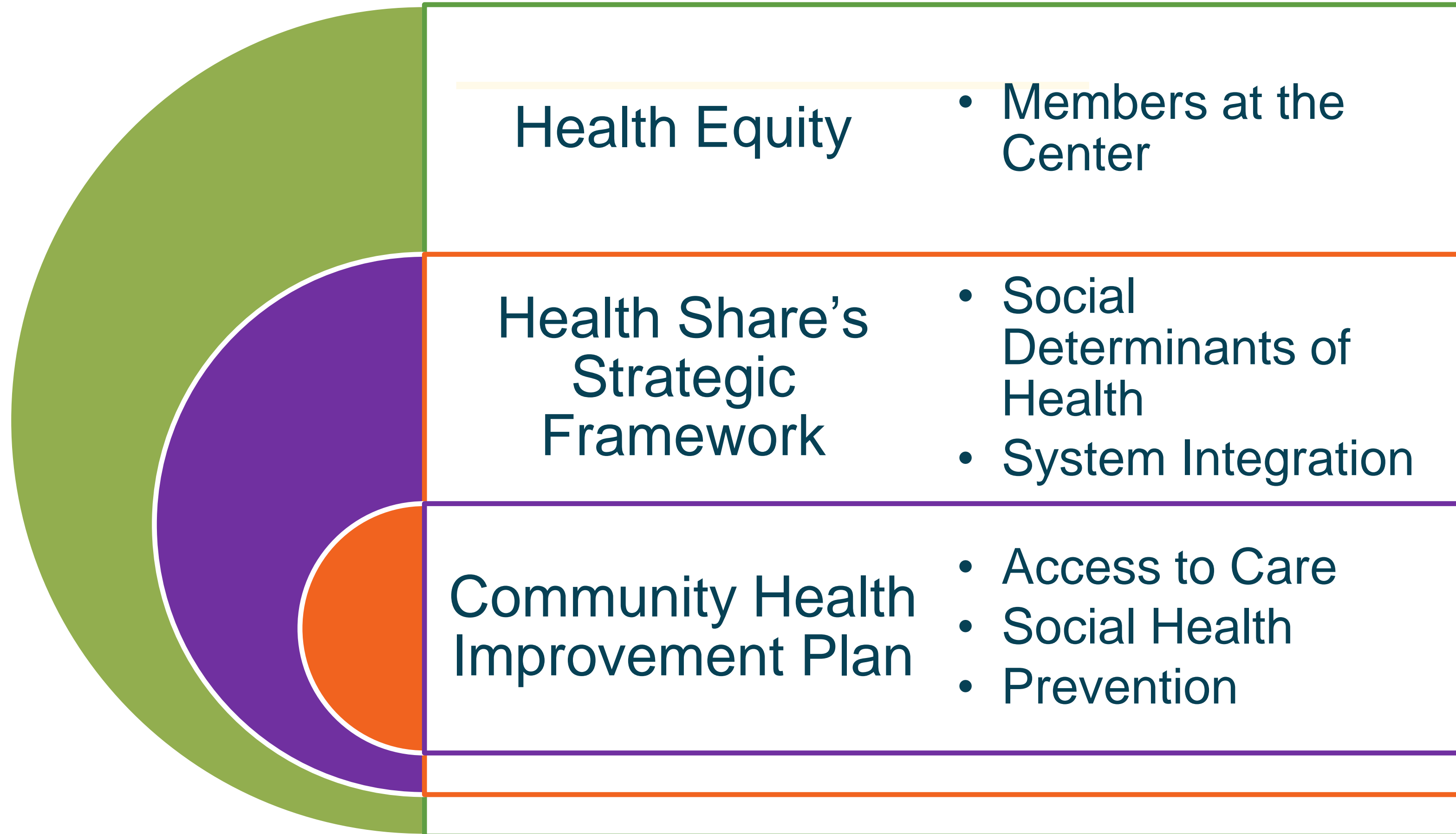
CHIP and Strategic Plan Alignment



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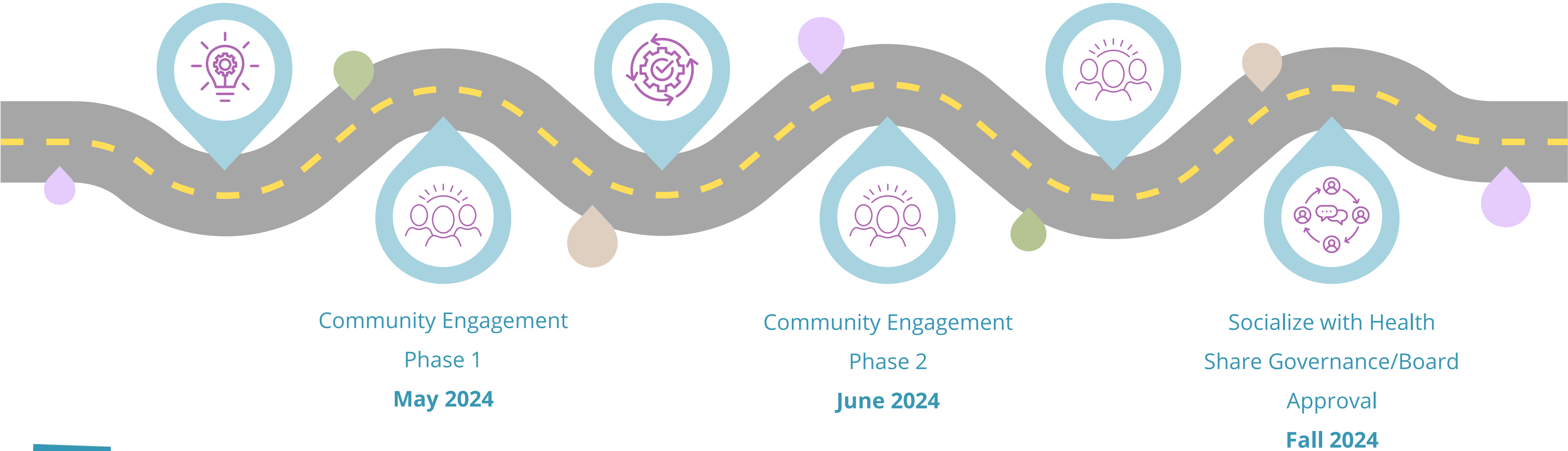
NEXT STEPS: CHP DEVELOPMENT



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Trillium
Community Health Plan

Small Group Discussion

Small Group Discussion Questions

A. What priorities within these areas are of strategic importance to you?

B. What questions do you have about these areas?

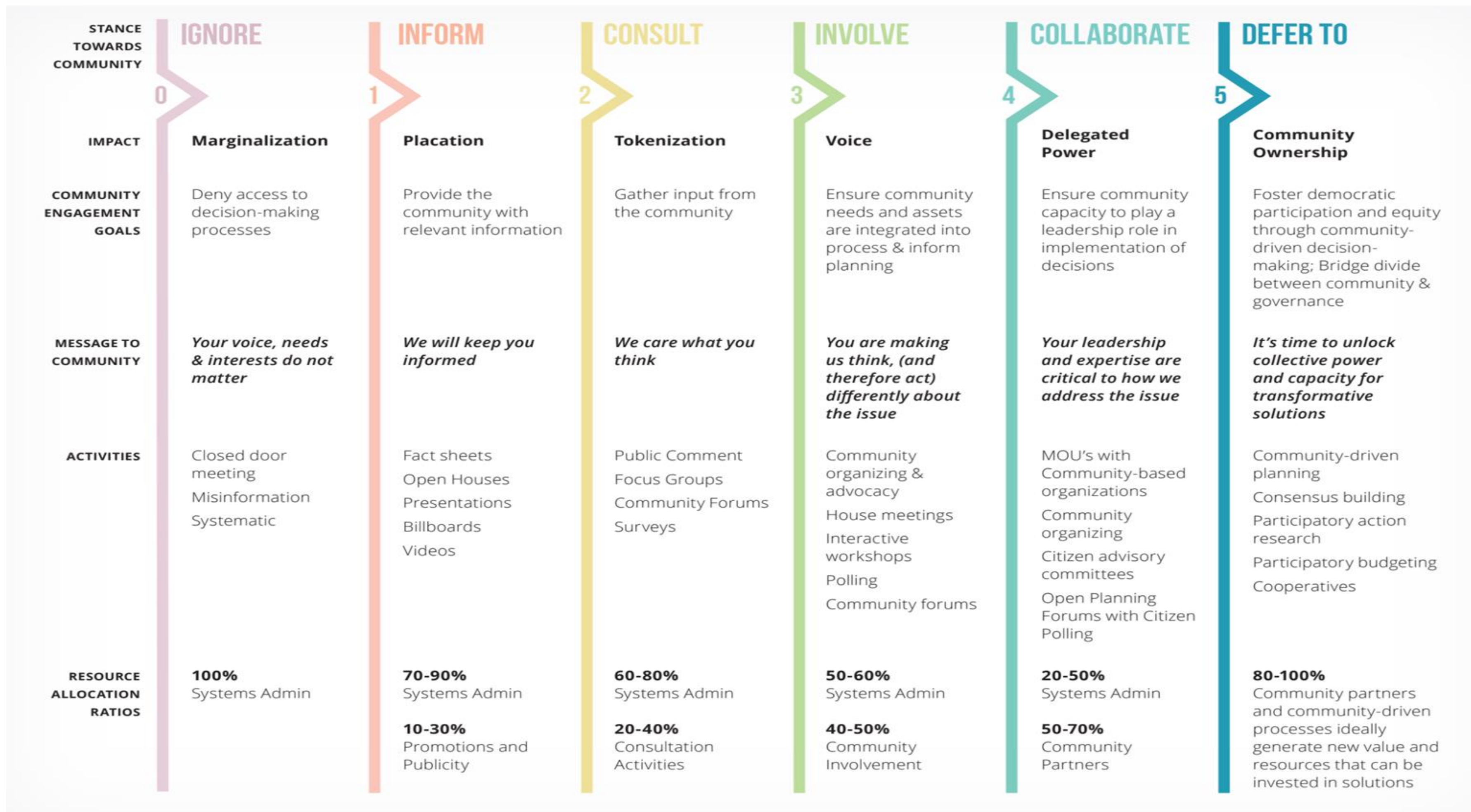
C. What considerations would you offer us in thinking about how best to integrate this work into upcoming strategic planning work?

D. How might we emphasize our focus on behavioral health, early life health, and health equity within these areas?

Giving
Respect
Pride
Accountability
WELCOME!

SAVE ON
TEXTBOOKS
NEW & USED
TEXTBOOKS
Esther
RECYCLING

THE SPECTRUM OF COMMUNITY ENGAGEMENT TO OWNERSHIP



STANCE TOWARDS COMMUNITY	0 IGNORE	1 INFORM	2 CONSULT	3 INVOLVE	4 COLLABORATE	5 DEFER TO
IMPACT	**Marginalization**	**Placation**	**Tokenization**	**Voice**	**Delegated Power**	**Community Ownership**
COMMUNITY ENGAGEMENT GOALS	Deny access to decision-making processes	Provide the community with relevant information	Gather input from the community	Ensure community needs and assets are integrated into process & inform planning	Ensure community capacity to play a leadership role in implementation of decisions	Foster democratic participation and equity through community-driven decision-making; Bridge divide between community & governance
MESSAGE TO COMMUNITY	***Your voice, needs & interests do not matter***	***We will keep you informed***	***We care what you think***	***You are making us think, (and therefore act) differently about the issue***	***Your leadership and expertise are critical to how we address the issue***	***It's time to unlock collective power and capacity for transformative solutions***
ACTIVITIES	Closed door meeting Misinformation Systematic	Fact sheets Open Houses Presentations Billboards Videos	Public Comment Focus Groups Community Forums Surveys	Community organizing & advocacy House meetings Interactive workshops Polling Community forums	MOU's with Community-based organizations Community organizing Citizen advisory committees Open Planning Forums with Citizen Polling	Community-driven planning Consensus building Participatory action research Participatory budgeting Cooperatives
RESOURCE ALLOCATION RATIOS	**100%** Systems Admin	**70-90%** Systems Admin **10-30%** Promotions and Publicity	**60-80%** Systems Admin **20-40%** Consultation Activities	**50-60%** Systems Admin **40-50%** Community Involvement	**20-50%** Systems Admin **50-70%** Community Partners	**80-100%** Community partners and community-driven processes ideally generate new value and resources that can be invested in solutions

Thank you!

Honoring Camille Applin Jones

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MEMORANDUM

TO: Mindy Stadtlander, CEO
Beth Spinning, COO

FROM: Jacob Parks

DATE: May 8th, 2024

SUBJECT: Summary of Basic Health Program

Programmatic Features and Key Differences of the Basic Health Program		Included in BHP?
Eligibility	Adults aged 19-64 with incomes 138-200% of the FPL	✓
	Do not have access to another form of minimum essential coverage	✓
	Must be a U.S. Citizen or have a lawfully present immigration status	✓
Benefit	Benefit is similar to OHP with Medical/Dental/Vision	✓
	No Enrollee Costs	✓
	Healthier Oregon Population will remain on HOP	✗
	Health Related Services	✓
	Health Related Social Needs	✗
	Long-Term Services and Supports	✗
Financial Structure	BHP income not used in SHARE obligation calculation	✗
	Quality Pool	✗
	BHP financial reporting incorporated into existing report structures	✓
	Restricted Reserves and Risk Based Capital requirements	✓
	No Minimum Medical Loss Ratio due to existence of the risk corridor	✗
Provider Network	Value Based Payment spending targets not applied	✗
	Qualified Directed Payments	✗
	Direct to clinic payments	✗
	Existing Medicaid FFS Carveouts	✓

OHP Bridge Update and Contract Approval

Board of Directors Meeting

May 15, 2023

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AMENDED AND RESTATED BYLAWS
OF
HEALTH SHARE OF OREGON
An Oregon Nonprofit Corporation

These Amended and Restated Bylaws of Health Share of Oregon (the "Corporation") amend and restate in their entirety, effective March 20, 2024, the prior Restated Bylaws of the Company, effective July 1, 2022, and are intended to conform to the mandatory requirements of the Oregon Nonprofit Corporations Act (the "Act"). Any ambiguity arising between the Bylaws and the discretionary provisions of the Act shall be resolved in favor of the application of the Act.

ARTICLE I.
PURPOSE

The Corporation is organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or any successor provisions. These purposes include, but are not limited to, partnering with communities to achieve ongoing transformation, health equity and the best possible health for each individual. The Corporation shall not serve populations other than Medicaid recipients, "Basic Health Program", "Healthier Oregon Program," including Cover all Kids beneficiaries unless the entire Membership agrees.

ARTICLE II.
MEMBERSHIP

Section 1. Classes.

There shall be two classes of membership in the Corporation, the "Founding Members" and the "Admitted Members" (each a "Member" and, collectively, the "Members"). Except as otherwise required by law, the Articles of Incorporation, or these Bylaws, all Members shall have the same rights and obligations with respect to voting, dissolution, redemption, and transfer.

Section 2. Qualification.

Membership in the Corporation as a Founding Member shall be limited to those organizations initially admitted to the Membership upon formation of the Corporation, each of which is enumerated on the Founding Member List attached hereto as Exhibit A.

Membership in the Corporation as a Founding Member or as an Admitted Member shall be limited to those organizations that meet the following eligibility requirements at all times:

a. Are (i) health care providers, health plans or counties that serve or have the capacity and commitment to serve, either through the direct provision of health care or by directly funding such care, a significant number of Medicaid beneficiaries within the Tri-County area, or (ii) social services providers that serve a significant Medicaid population within the Tri-County area;

b. Agree not to, either independently or with others, create, develop, own, implement or design a Medicaid coordinated care organization (a coordinated care organization that does not serve Medicaid and serves other populations, including OEBB and/or PEBB shall not be deemed to run afoul of this provision) that operates or seeks to operate within the geographic area served by the Corporation for as long as the organization is a member of the Corporation, and after the organization's Membership in the Corporation has been withdrawn, expelled, suspended, terminated or otherwise ended for any reason, for a period of twenty four (24) months;

    1. However, if any court holds the duration of this restrictive covenant invalid or unenforceable, then the duration will be deemed modified to the minimum extent necessary to render the restrictive covenant valid and enforceable;

c. Meet all legal requirements for Members by which the Corporation is bound or may become bound (for example, state or federal requirements imposed on the Corporation and its Members in serving Medicaid populations);

d. Actively and consistently support the business and charitable purposes of the Corporation;

e. Agree to work in a cooperative manner with the Corporation's Members, Board, management, providers and beneficiaries in furtherance of the Corporation's mission and business;

f. Have never been, and are not currently, suspended, debarred, or excluded from any federally funded healthcare program; have never been convicted of a felony or any crime of fraud or moral turpitude; and are not in material breach of any contract with the Corporation; and

g. Are current on all Membership Assessments established in accordance with Article II, Section 3 and other provisions of these Bylaws.

All Members shall subscribe to the purposes and basic policies of the Corporation and contribute to the Corporation's ability to carry out its charitable purposes and shall have been approved for Membership in the Corporation by at least an eighty percent (80%) vote of the entire Membership at the time of admission.

Section 3. <u>Membership Assessments and Effect of Non-Payment</u>.

All Members will be required to financially support the Corporation by paying assessments, dues, capital calls, capital contributions and/or contributions to risk reserves or risk capital ("Membership Assessments"). Those Members who have timely paid their Membership Assessments and that are not otherwise suspended, expelled, or terminated shall be Members in good standing.

The Chair or Secretary of the Corporation may send notice of non-payment to any Member that fails to timely pay its Membership Assessments within sixty (60) days after they become due and payable. If the Corporation does not receive payment of that Member's Membership Assessment within ten (10) days of such notice of non-payment being sent to such Member, that Member shall no longer be in good standing and may be subject to expulsion, suspension, or termination as provided for under Article II, Section 7 below. A Member not in good standing shall not be entitled to vote on any matter submitted to the Membership.

Assessments on Members may be established by the Members consistent with the requirements set forth in Article III, Section 8.t.

Section 4. Liability for Corporate Debts or Obligations.

A Member is not, as such, liable for the debts, liabilities, or obligations of the Corporation.

Section 5. Status of Membership.

Membership in the Corporation shall be specific to each Member admitted, shall not survive the Member, and may be transferred only upon the affirmative vote of at least eighty percent (80%) of the entire Membership. While the Membership shall have the right to disallow the transfer upon a vote of at least eighty percent (80%) of the entire Membership, the Membership may choose, instead to amend these Bylaws to affect changes to the Member powers while permitting the transfer.

Some Founding Members are affiliated provider delivery systems and health plans (see Exhibit A). Such Founding Members shall each have the rights and responsibilities of a single Member. For example, Tuality Healthcare and Tuality Health Alliance shall be treated as one Member.

Except with respect to any Member that is a county government, any "Change of Control" of a Member shall constitute a transfer for which consent of the Members is required. For these purposes, a Change of Control includes: (i) a transaction or a series of related transactions that results in the transfer of control, responsibility or governance of the Member to a non-Member; (ii) a change in the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the Member to a non-Member, whether by entrance into a management services agreement or otherwise; or (iii) a reorganization or other event that results in such Member merging or otherwise transferring, exchanging or leasing substantially all of its assets, except as an internal reorganization, to a non-Member. A Change of Control affecting one entity comprising a Member shall be considered a Change of Control of the entire Member. For example, if Providence Health Plan undergoes a Change of Control, then the membership of Providence Health Plan and Providence Health & Services – Oregon would undergo a transfer, which could not be undertaken without the Members' approval.

Section 6. Grounds for and Effect of Expulsion, Suspension, and Termination.

A Member may be expelled, suspended, or terminated only "For Cause" by the affirmative vote of the entire Membership, excluding the subject Member. For these purposes, For Cause means:

a. Failure to pay Membership Assessments within sixty (60) days after they become due and payable;

b. A material failure by a Member to satisfy Membership qualifications, or occurrence of any event that renders the Member ineligible for Membership; or

c. A good faith determination by the Membership that the subject Member has failed in a material and serious degree to observe the rules of conduct of the Corporation or has engaged in conduct materially and seriously prejudicial to the purposes and interests of the Corporation.

An expelled or suspended Member shall not be a Member during the period of suspension or expulsion, and all rights of a terminated Member in the Corporation shall cease upon the termination of such Member's Membership; provided, however, that expulsion, suspension, or termination shall not relieve a Member from any obligation for Membership Assessments or any other obligation incurred prior to the effective date of the expulsion, suspension or termination. The Corporation retains the right to enforce any such obligation or obtain damages for its breach.

Section 7. Procedures for Termination.

In the event that any expulsion, suspension, or termination of a Member is contemplated, the subject Member shall be notified in writing, by first class of certified mail, of the reasons for the proposed action, and of the time and place of the meeting of the Members at which the proposed action is to be considered. Such notice shall be given not less than fifteen (15) days prior to the meeting and the meeting shall be held not less than five (5) days prior to the effective date of the contemplated expulsion, suspension, or termination. At the meeting, the subject Member shall be given an opportunity to respond to the stated reason for the proposed action, present and cross-examine witnesses, and to be heard in its own defense.

The Members shall decide by the affirmative vote of the entire Membership (excluding the subject Member) whether or not the subject Member should be suspended, expelled, terminated, or sanctioned in some other way. Such decision will be final and any proceeding challenging an expulsion, suspension, or termination must be commenced within one year of the effective date of such action.

Section 8. Withdrawal.

A Member may withdraw from the Corporation by providing written notice to the Board of Directors at least ninety (90) days prior to the proposed withdrawal date; provided, however, that withdrawal from the Corporation shall not entitle the Member to any refund of Membership

Assessments or other contributions already paid or to which the Member is subject, and shall not relieve the Member of any contractual obligations.

ARTICLE III.
MEETINGS OF MEMBERS

Section 1. Annual Meetings.

The annual meeting of the Members for election of the Elected Directors to succeed those whose terms expire, and for the transaction of such other business as may properly come before the meeting, shall be held each year in at such date, time, and place as shall be determined by the Board of Directors.

Section 2. Regular Meetings.

Regular meetings of the Members shall be held at such date, time, and place as shall be determined by the Members or the Chair.

Section 3. Special Meetings.

Special meetings of the Members for any purpose or purposes may be called at any time by the Presiding Member (defined in Section 7 below), the Chair or by the Board of Directors, at such date, time, and place as the Presiding Member, the Chair or the Board of Directors may prescribe. Special meetings of the Members may also be called by written request of a majority of the Members. Upon such a request by the Members, it shall be the duty of the Secretary to call such a special meeting of the Membership at such date, time, and place as the Secretary may fix, not less than seven (7) nor more than sixty (60) days after the receipt of said request, except as otherwise required by law. If the Secretary shall neglect or refuse to issue such call within thirty (30) days, the Members making the request may issue the call, specifying the date, time, and place of the meeting. Notice of a special meeting shall also state the purpose or purposes for which it is being called.

Section 4. Notice of Meetings.

Except as otherwise required by law or these Bylaws, notice of the date, time, and place of the annual and regular meetings shall be made by providing each Member with the adopted schedule of the annual and regular meetings for the ensuing year at any time thirty (30) days prior to the next succeeding annual or regular meeting and at any time when requested by a Member, and notice of the date, time, place, and purpose or purposes for which a special meeting is called, shall be delivered to each Member entitled to vote at such meeting not less than five (5) days nor more than twenty (20) days before the date of the meeting. For meetings at which Members will be permitted to participate by remote communication, the notice of the meeting must describe how a Member may give notice of its intention to participate remotely and how a Member will be able to access the meeting remotely.

Section 5. Statutory Notice.

Notice of the date, time, and place of any meetings at which the Member will be asked to approve: (i) indemnification of a Director; (ii) amendment of these Bylaws or the Articles of Incorporation; or (iii) the merger, dissolution or sale of all or substantially all of the assets of the Corporation, shall be given by first class or registered mail not less than seven (7) days nor more than sixty (60) days before the meeting, and shall state the purpose or purposes for which the meeting is called.

Section 6. Manner and Effective Date of Notice.

Notice to a Member may be delivered by regular or express mail, private carrier, personal delivery, email, electronic network posting, facsimile, or by telegram or teletype. The Corporation may provide notice of the date, time, and place of any meeting of the Members by posting the notice on an electronic network (such as a listserv), provided that the Corporation also delivers to the Members notice of the posting by mail, facsimile, or email, together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

If notice is mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Corporation, with postage thereon prepaid. Notice provided by email to a Member is effective when it is emailed to an address designated by the recipient for that purpose. Other forms of notice described in this section are effective when received.

Section 7. Quorum; Presiding Member; Voting.

Members holding a majority of the votes entitled to be cast at any meeting, represented in person or by proxy, shall constitute a quorum. Members participating by remote communication are deemed present in person for all purposes. Members voting by proxy, mail or electronic transmission are present for all purposes of quorum, count of votes, and percentages of total voting power present.

A Member representative ("Presiding Member") selected by the Members from time to time shall preside at Member meetings in the event that neither the Chair nor Vice Chair is a Member Director. If the Chair or the Vice Chair is a Member Director, then such Chair or Vice Chair shall preside at Member meetings.

The vote of the majority of the Members at a meeting at which a quorum is present shall be the act of the Members unless a greater vote is otherwise required by law, the Articles of Incorporation, or these Bylaws.

Section 8. Voting Rights.

In addition to and in no way limiting the voting rights otherwise conferred upon the Members by law, the Articles of Incorporation, or these Bylaws, the Members are entitled to vote in the manner provided in and with respect to the items enumerated under this Section 8.

Items set forth in Sections 8.a. through h., j., m. and n. must be approved by the Board of Directors before submission to the Members for approval.

The following actions shall require the affirmative vote of at least sixty percent (60%) of the entire Membership:

a. Adoption of the Corporation's strategic plan, including development of the Medicaid/safety net strategy (with input from the Community Advisory Council ("CAC"), CHNA/CHP, and CAP), and with a focus on health equity and communities of color;

b. Adoption of the annual capital and operating budgets of the Corporation;

c. Approval of non-budgeted expenditures over $250,000.00;

d. Corporate indebtedness that is not budgeted in the Corporation's operating budget;

e. Distributions, if any, from the Corporation to the Members;

f. Any significant restructuring of the Corporation, including any contemplated merger or joint venture, sale of all or substantially all of the Corporation's assets, dissolution, or liquidation of the Corporation;

g. Filing of voluntary bankruptcy;

h. Change to the geographic area served by the Corporation;

i. Removal of an Elected Director;

j. Any proposed amendment to or restatement of the Corporation's Articles of Incorporation;

k. Any amendment to or restatement of the Corporation's Bylaws except that any section of the Bylaws that requires a higher percentage of Member approval may not be amended unless such percentage approves the amendment;

l. Approval, amendment, renewal or termination of contracts with a Member;

m. Transfer of assets to a Member; and

n. Approval of or amendment to a strategy for Value-Based Payment Models.

The following actions shall require the affirmative vote of at least eighty percent (80%) of the entire Membership:

o. Decisions (i) affecting compensation that a Member receives from the Corporation for services rendered to Corporation enrollees (including distribution or allocation of the global budget received from the State of Oregon), (ii) determining compensation that the Corporation is willing to accept from the State of Oregon for services rendered to Corporation enrollees, or (iii) allocating Corporation enrollees among Member organizations.

p. Admission of a new Member and/or approval of any Membership interest transfer, including those resulting from a Change in Control;

q. Approval of an entity that will accept global risk from the Corporation where such entity is not currently accepting global risk from the Corporation; and

r. The setting, amount and timing of Membership Assessments as defined in Article II, Section 3. In no event shall total Membership Assessments (the aggregate amount from all Members) approved by the Members after August 1, 2012 (and not including any Membership Assessments to risk reserves that a Member has specifically agreed to contribute to the Corporation) exceed $10,000,000, unless the amount in excess of $10,000,000 is unanimously approved by the entire Membership.

The following actions shall require the affirmative vote of the entire Membership (with the exception that the approval of the subject Member in Section 8.s. will not be required).

s. Expulsion, suspension, or termination of a Member;

t. Change to Article I of these Bylaws; and

u. Certain Member assessments set forth in Section 8.r.

Section 9. Manner of Voting.

A Member entitled to vote may vote in person at any meeting, which includes Members participating by remote communication, or such Member may vote by mail or by proxy executed by the Member or a duly authorized attorney-in-fact.

An executed proxy may be transmitted to the Corporation by regular or express mail, private carrier, personal delivery, email, facsimile, or by telegram or teletype. A proxy shall be valid only if executed and dated within eleven (11) months of the date of the meeting at which the proxy vote is cast.

Section 10. Nature of Meetings.

Meetings are not open to the public, and no meeting is a public meeting or an open meeting for the purposes of the Oregon Public Meetings Law.

ARTICLE IV.
BOARD OF DIRECTORS

Section 1. Function.

The Corporation's Board of Directors shall manage the business and affairs of the Corporation and, except as otherwise limited by law, the Articles of Incorporation, or these Bylaws, shall exercise all the powers of the Corporation. The Board may by resolution delegate to committees or to Officers of the Corporation such powers and functions as it may designate from time to time.

Section 2. Composition.

The Board of Directors shall consist of Member Directors, Elected Directors, and the CAC Directors (each a "Director" and, collectively, the "Directors"). One Director shall be a representative of a dental care organization selected by the Corporation. As detailed more fully in Corporation policy, the Board should reflect the needs of the Corporation's members, including the health disparities, inequities, cultural needs, and broader societal and economic challenges they face (*e.g.* housing, poverty, food insecurity).

Section 2.1. Member Directors. Each Member shall appoint an individual holding an executive position with the Member to serve on the Corporation's Board of Directors as a Member Director.

Section 2.2. Elected Directors.

a. The Corporation's Board of Directors recognizes the benefit of broad community representation among the Elected Directors. The Board shall articulate Elected Director representation in policy to be updated as necessary to ensure appropriate representation.

b. There shall be eight (8) Elected Directors on the Board of Directors, inclusive of the following minimum number and categories of individuals consistent with ORS 414.625(2):

2. At least two health care providers in active practice including:
    i. A physician licensed under ORS Chapter 677 or a nurse practitioner certified under ORS 678.375 (Nurse practitioners), whose area of practice is primary care; and
    ii. A mental health or chemical dependency treatment provider.
3. At least two members from the community at large, to ensure that the organization's decision making is consistent with the values of the members and the community;

The Governance Committee shall recommend to the Board of Directors for approval and

recommendation to the Members candidates to succeed those Elected Directors whose terms expire. The Board-recommended Elected Directors shall be elected to the Board upon the affirmative vote of two-thirds (2/3) of the entire Membership.

Section 2.3. CAC Directors. The CAC shall recommend two of its members to serve on the Board of Directors as the CAC Directors. One of the two CAC Directors shall be a "Consumer Representative" as defined by Oregon law and rule. In addition, both CAC Directors must meet any qualifications set by Oregon law and rule, and Corporation criteria. The CAC Directors must be members of the CAC for their entire terms as CAC Directors.

Section 3. Term.

The term of office of a Director shall be three (3) years; provided, however, that an Elected Director and a CAC Director may be elected to a shorter term to accommodate staggering the terms of office of the Elected Directors and CAC Directors such that approximately one third (1/3) of the Elected Directors' and no more than one CAC Director's terms of office expire each year. Member Directors may serve an unlimited number of terms. Elected Directors and CAC Directors may only serve for three (3) consecutive terms, including any initial, partial term.

Section 4. Resignation.

Any Director of the Corporation may resign from such position at any time by delivering written notice of the resignation to the Board, the Chair, or the Secretary.

Section 5. Removal.

A Member may remove its Member Director with or without cause by providing written notice of the removal to the Member Director and either the Corporation's Chair or Secretary.

An Elected Director may be removed with or without cause, by the affirmative vote of two-thirds (2/3) of the entire Membership. This vote shall be taken at a meeting called for the purpose of removing such Director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the Director.

The CAC may remove a CAC Director with or without cause by providing written notice of the removal to the CAC Director and either the Corporation's Chair or Secretary. A CAC Director may also be removed with cause by the Board.

Section 6. Vacancy.

In the event of a vacancy of a Member Director, the Members that originally appointed the vacant Directorship shall appoint a replacement Member Director to fill the vacancy for the unexpired term of his or her predecessor in office; provided, however, that the replacement Director shall otherwise satisfy the requirements for service as a Member Director set forth under Section 2.1 above.

In the event of a vacancy of an Elected Director, the Governance and Operational Excellence Committee shall recommend to the Board for approval and recommendation to the Members a candidate to fill the vacancy for the unexpired term of their predecessor in office; provided, however, that the replacement Director shall otherwise satisfy the requirement for service as an Elected Director set forth under Section 2.2 above. The candidate recommended by the Board shall be elected to the Board upon the affirmative vote of two-thirds (2/3) of the entire Membership.

In the event of a vacancy of a CAC Director, the CAC shall recommend to the Board for approval a candidate to fill the vacancy for the unexpired term of their predecessor in office; provided, however that the replacement Director shall otherwise satisfy the requirement for service as a CAC Director set forth under Section 2.3 above. The candidate recommended by the CAC shall be elected to the Board upon the affirmative vote of the Board.

Section 7. Compensation.

Directors shall not be compensated for their services as Directors. The Corporation may, upon approval by the Board, reimburse Directors for reasonable and necessary expenses incurred in the execution of their duties and responsibilities.

Section 8. Conflict of Interest.

A conflict of interest transaction is a transaction of the Corporation in which any Director has a direct or indirect interest. Such a transaction is not voidable and provides no basis for imposing liability on the interested Director if the transaction is fair to the Corporation at the time it was entered into or is approved by majority vote of the disinterested Directors to whom the material facts and the interests of any Director have been fully disclosed, and does not constitute an excess benefit transaction within the meaning of Section 4958 of the Code. Any Director with any direct or indirect interest in a transaction of the Corporation shall fully disclose such interest to the Board of Directors.

ARTICLE V.
BOARD MEETINGS

Section 1. Annual Meetings.

The annual meeting of the Board of Directors for election of Officers to succeed those whose terms expire, for the recommendation of Elected Directors and CAC Directors whose terms expire, and for the transaction of such other business as may properly come before the meeting, shall be held each year in May at such date, time, and place as shall be determined by the Board of Directors.

Section 2. Regular Meetings.

Regular meetings of the Board of Directors, including the annual meeting, shall be held at least once every two months resulting in a minimum of six (6) regular meetings per year, at such date, time, and place as shall be determined by the Board of Directors.

Section 3. Special Meetings.

Special meetings of the Board may be called by the Chair and must be called by the Chair upon the written request of at least two (2) Directors.

Section 4. Notice of Meetings.

Except as otherwise required by law or these Bylaws, notice of the date, time and place of the annual and regular meetings shall be made by providing each Director with the adopted schedule of the annual and regular meetings for the ensuing year at any time thirty (30) days prior to the next succeeding annual or regular meeting and at any time when requested by a Director, and notice of the date, time, place, and purpose or purposes for which a special meeting is called, shall be delivered to each Director not less than five (5) days before the date of the meeting.

Section 5. Manner and Effective Date of Notice.

Notice to a Director may be delivered by regular or express mail, private carrier, personal delivery, email, electronic network posting, facsimile, or by telegram or teletype. The Corporation may provide notice of the time and place of any meeting of the Director by posting the notice on an electronic network (such as a listserv), provided that the Corporation also delivers to the Director notice of the posting by mail, facsimile, or email, together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

If notice is mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the Corporation, with postage thereon prepaid. Notice provided by email to a Director is effective when it is emailed to an address designated by the recipient for that purpose. Other forms of notice described in this Section are effective when received

Section 6. Waiver of Notice.

A Director may at any time waive any notice required by law, the Articles of Incorporation, or these Bylaws. Except as otherwise provided herein, such waiver must be in writing, signed by the Director entitled to notice, specify the meeting for which notice is waived and be filed with the corporate records. A waiver of notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 7. Quorum.

A majority of the Directors in office immediately before the meeting begins shall constitute a quorum at any meeting, but only if a majority of the Member Directors are present. When a quorum is present, the vote of the majority of the Directors at such meeting shall be the

act of the Board unless a greater vote is otherwise required by law, the Articles of Incorporation, or these Bylaws.

Section 8. Written Consent.

Any action required or permitted to be taken at a meeting of the Directors, or of a committee thereof, may be taken without a meeting by written consent setting forth the action to be taken, signed by all of the voting Directors, or all of the members of a committee, as the case may be, before such action is taken. A written consent signed by all of the Directors, or all of the members of a committee shall have the effect of a unanimous vote. Any action may also be ratified after it has been taken, either at a meeting of the Directors or by unanimous written consent. Signatures for these purposes may include electronic signatures within the meaning of ORS 84.004.

Section 9. Use of Communications Equipment.

The Board of Directors may permit any or all Directors to participate in any meeting of the Board, or conduct the meeting through, use of any means of communication equipment by which either of the following occurs: (i) all Directors participating may simultaneously hear or read each other's communications during the meeting; or (ii) all communications during the meeting are immediately transmitted to each participating Director, and each participating Director is able to immediately send messages to all other participating Directors. If a meeting is conducted through the use of such communications equipment as described above all Directors shall be informed that a meeting is taking place at which official business may be transacted. A Director participating in the meeting by means of such communications equipment is deemed to be present in person at the meeting.

Section 10. Nature of Meetings.

Meetings are not open to the public except as required by law or designated by the Chair, and no meeting is a public meeting or an open meeting for the purposes of the Oregon Public Meetings Law.

ARTICLE VI.
COMMITTEES

Section 1. Board Committees, Generally.

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint committees of the Board. A chair of each standing committee shall be recommended by such committee to the Board of Directors for its approval. Any such committee shall have and exercise such authority of the Board of Directors in the management of the Corporation as may be specified in said resolution or in the charter of the committee adopted by Board resolution. However, no such committee shall have the authority of the Board of Directors to amend, alter or repeal the Articles of Incorporation or the Bylaws; elect, appoint or remove any member of any such committee or any Director or Officer of the Corporation; authorize distributions; approve dissolution, merger or the sale, pledge, or transfer of all or substantially all of the Corporation’s assets; or amend, alter or repeal any resolution of the Board

of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a Director of the standards of conduct described in ORS 65.357.

Section 2. Standing Committees; Advisory Committees.

The Corporation shall have five standing committees: Executive Committee, Quality and Health Outcomes Committee, Governance and Operational Excellence Committee, Finance and Audit Committee, and Community Impact Committee.

Section 2.1. Executive Committee. The Executive Committee shall be comprised of the Chair, Vice Chair, Secretary, and the Member Director of a Member that holds more than 50% of the global economic risk for OHP member care may serve on the Executive Committee if he or she so chooses. Except as otherwise required by law, the Executive Committee shall have and may exercise all the authority of the Board in the management of the business and affairs of the Corporation between meetings of the Board when circumstances demand immediate action, and as specifically delegated by the Board to the Executive Committee. All action of the Executive Committee shall be reported to, and subject to ratification by, the full Board at the next duly scheduled Board meeting.

Section 2.2 Quality and Health Outcomes Committee. The Quality and Health Outcomes Committee shall be comprised of no less than four (4) and no more than seven (7) Directors, at least one of whom shall be a care provider. To assist the Committee in its work, non-voting, non-committee member advisers and subject matter experts may attend Quality and Health Outcomes Committee meetings at the discretion of the Chair. The Quality and Health Outcomes Committee shall have the power to make recommendations to the Board, and exercise such other authority as delegated to it by the Board.

The Quality and Health Outcomes Committee shall oversee quality assurance and improvement, and credentialing.

The Quality and Health Outcomes Committee shall oversee the development, implementation and ongoing monitoring of the Transformation and Quality Strategy (Strategy), and shall review analyses prepared by management of the effectiveness of the Strategy. The Quality and Health Outcomes Committee shall oversee the development, implementation and on-going monitoring of the process for oversight of delegated entities.

The Quality and Health Outcomes Committee shall oversee dental, behavioral health and pediatric strategies for the Corporation, as well as clinical alignments.

Section 2.3 Governance and Operational Excellence Committee. The Governance and Operational Excellence Committee shall be comprised of no less than four (4) and no more than seven (7). To assist the Committee in its work, non-voting, non-committee member advisers and subject matter experts may attend Governance and Operational Excellence Committee meetings at the discretion of the Chair. The Governance and Operational Excellence Committee shall have the power to make recommendations to the Board and exercise such other authority as delegated to it by the Board.

The Governance and Operational Excellence Committee shall oversee governance, including Board recruitment, composition, orientation, ethical conduct, education and Director engagement, legal and corporate compliance.

The Governance and Operational Excellence Committee shall recruit and nominate up to three candidates for each elected Director position. The Committee shall submit the names of the nominees to the Board of Directors. Those nominees approved by Board of Directors shall be recommended to the Members for election to the Board as provided in Article IV above. The Committee shall also help recruit and nominate up to three candidates for Officer positions.

The Governance and Operational Excellence Committee shall review and recommend changes to the corporate governance of the Corporation, including changes to the Articles of Incorporation, these Bylaws, and standing committee charters.

The Governance and Operational Excellence Committee shall oversee the Corporation's operational performance, administrative services contract performance, contractual delegation, regulatory compliance, and broader community services. It shall identify and evaluate efficiencies that improve and streamline Corporation processes and monitor decision-making processes for efficiency and clarity. The Committee shall govern the use of data and technology in furtherance of the Corporation's work. Finally, the Committee shall oversee provider network development strategies.

Section 2.4 Finance and Audit Committee. The Finance and Audit Committee shall be comprised of no less than four (4) and no more than seven (7) Directors. To assist the Committee in its work, non-voting, non-committee member advisers and subject matter experts may attend Finance and Audit Committee meetings at the discretion of the Chair. The Finance and Audit Committee shall have the power to make recommendations to the Board, and exercise such other authority as delegated to it by the Board.

The Finance and Audit Committee shall be responsible for overseeing the preparation of budgets for presentation to the Board and to the Members, for monitoring the Corporation's performance against the annual capital and operating budgets, and for monitoring the Corporation's total assets and liabilities. The Committee shall also work with Corporation's management to develop, recommend and manage global budgets, financial solvency, risk adjustments, risk reserve requirements, and value-based payment and financial integration strategies, along with cost-containment strategies, and the assurance of safety net stability. The Committee shall review investment policies and oversee investment activities.

The Finance and Audit Committee shall oversee financial matters, risk management, internal audit and control, and compliance with financial requirements.

The Finance and Audit Committee shall assist management and the Board in choosing an independent auditor and recommending termination of the auditor, if necessary; negotiating the auditor's compensation; conferring with the auditor regarding the Corporation's fiscal affairs; and reviewing and accepting or rejecting the audit.

2.5 Community Impact Committee. The Community Impact Committee shall be comprised of no less than four (4) and no more than seven (7) Directors, one of whom shall be a CAC Director. To assist the Committee in its work, non-voting, non-committee member advisers and subject matter experts may attend Community Impact Committee meetings at the discretion of the Chair. The Community Impact Committee shall have the power to make recommendations to the Board and exercise such other authority as delegated to it by the Board.

The Community Impact Committee shall oversee the Corporation's transformation initiatives intended to promote overall community health and wellness. This work shall include the Corporation's efforts in social determinants of health, the Community Health Improvement Plan (CHP), strategic initiatives, policy and advocacy strategies, health equity, and community engagement. The Committee will oversee community investment projects and workforce development initiatives and put forth community impact investment recommendations to the Board.

2.6 Advisory Committees. Each standing committee, with the exception of the Executive Committee, shall charter one or more advisory committees to advise the standing committee, with such advisory committee being made up of an employee of each Member that wishes to appoint a representative. Such advisory committees shall advise but exercise no authority. Each member of an advisory committee shall hold a seat on the advisory committee that is personal to such member, with an expectation of at least 75% attendance at all meetings. While the membership is personal to such member, a substitute can attend as needed up to 25% of the meetings. Before an issue is presented to a standing committee, other than the Executive Committee, the issue must have first been presented to the standing committee's advisory committee. Corporation staff may attend advisory committee meetings, but administrative support for advisory committees shall be provided by Members.

Section 3. Advisory Panels and Councils.

The Corporation may have such advisory panels and councils as the Board of Directors may from time to time designate by resolution, and as may be required by law. The Corporation shall charter a clinical advisory panel ("CAP"), a pediatric advisory council ("Pediatric Advisory Council"), a behavioral health advisory council ("Behavioral Health Advisory Council"), and a CAC. Each shall be chartered by the Board and shall have responsibilities consistent with Oregon law, their charter and Board resolutions, but shall have no ability to exercise Board authority. Advisory panels and councils, including the CAP, Pediatric Advisory Council, Behavioral Health Advisory Council, and the CAC, may include persons who are neither Members nor Directors; provided, however, that any such council shall act only in an advisory capacity to the Board.

Section 4. Meetings and Actions of Committees.

Meetings and actions of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board of Directors, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Board of Directors and Directors, except that the time for regular and special meetings of committees may be fixed by resolution of the Board of Directors

or by the committee. Minutes shall be kept of each meeting of any committee, presented to the Board, and filed with the Corporation's records.

The Board of Directors may adopt rules not inconsistent with the provisions of the Bylaws for the government of any committee, and for appointment, election, and tenure of committee members.

The act of the majority of the voting Director members of a standing committee present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE VII.
OFFICERS

Section 1. Officers.

The Officers of the Corporation shall be a Chair, Vice Chair and a Secretary. Each Officer shall be elected by the Board. Each Officer shall serve for a term of two years. Officers shall assume their respective duties immediately upon election.

Section 2. Duties of Officers.

Section 1.1. Chair. The Chair shall preside over all meetings of the Board and, in the case of a Member Director who serves as the Chair, the Members, otherwise meetings of the Members will be presided over by the Presiding Member as provided in Article III. The Chair shall fulfill the duties of President of the Corporation as described under the Oregon Nonprofit Corporation Act and shall perform such other duties as may be prescribed from time to time by the Board. The Chair shall designate the members of each standing committee and each other committee created by the Board from time to time, subject to the Board's approval. The Chair may serve no more than two consecutive terms. In the event the Chair takes office partway through a term due to a vacancy, the initial term does not count toward this term limit.

Section 1.2. Vice Chair. The Vice Chair shall serve the functions of the Chair when requested to do so by the Chair or in the absence of the Chair.

Section 1.3. Secretary. The Secretary shall keep or cause to be kept the minutes of the meetings of the Board and of any standing or temporary committees thereof; shall be responsible for the timely preparation and delivery of all notices to be given in accordance with the provisions of these Bylaws, the Articles of Incorporation or as required by the Act; shall be responsible for authenticating the records of the Corporation as duly authorized or required by the Act; and shall perform such other duties as may be prescribed from time to time by the Board.

Section 2. Other Officers.

The Board may by resolution create such additional and special Officers as may be considered necessary or desirable in addition to those described herein. The appointment, tenure, removal and succession of persons to hold such offices shall be as the Board shall provide.

Section 3. Compensation and Expenses.

Unless otherwise established by the Board, no Officer shall be compensated for his or her services as an Officer. Reasonable and necessary expenses incurred in connection with performance of an Officer's official duties may be reimbursed upon approval of the Board.

Section 4. Resignation or Removal.

Any Officer of the Corporation may resign from such position at any time by delivering written notice of the resignation to the Corporation, but such resignation shall be without prejudice to the contract rights, if any, of the Corporation. Any Officer or agent elected or appointed by the Board may be removed by the Board, with or without cause, when in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. The election or appointment of an Officer or agent shall not of itself create contract rights.

Section 5. Vacancies.

Vacancies in any office caused by any reason shall be filled by the Board at any meeting by selecting a suitable and qualified person to act during the unexpired term.

ARTICLE VIII.
RIGHT OF PARTICIPATION AND INCLUSION

Equity, diversity, and inclusion are an active process that requires continuous commitment to promote healthy people, healthy communities and the overall success of present and future generations. The Corporation recognizes the rights of all individuals to mutual respect and acceptance of others without biases based on differences of any kind.

No person shall be denied the services or facilities of this organization or be excluded from participation or service herein because of race, age, color, sex, sexual orientation, creed, religion, handicap, or national origin, and discrimination of any kind in respect hereof is expressly prohibited.

ARTICLE IX.
ADMINISTRATIVE & FINANCIAL PROVISIONS

Section 1. Fiscal Year.

The last day of the Corporation's fiscal year shall be December 31.

Section 2. Depositories.

All funds of the Corporation shall be deposited in the name of the Corporation in such bank, banks or other financial institutions as the Board may from time to time designate and shall be drawn on checks, drafts or other orders signed on behalf of the Corporation by the Chair, Secretary, or such other Officer or agents as the Board may from time to time designate.

Section 3. Contracts.

All contracts, deeds and other instruments shall be signed on behalf of the Corporation by the Chair, Secretary, or such other Officer or agent as the Board may from time to time designate.

Section 4. Seal.

The Corporation shall have no seal.

Section 5. Borrowing.

Notwithstanding any other provision in these Bylaws, no Officer or agent of this Corporation shall have authority to borrow any funds on behalf of the Corporation, or to encumber any assets thereof, for corporate purposes or otherwise, except as expressly stated in a resolution of the Board of Directors not otherwise inconsistent with these Bylaws.

Section 6. Loans.

The Corporation shall make no loans to any Director or Officer.

Section 7. Gifts.

The Board may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purpose of the Corporation, and any such contribution, gift, bequest, or devise is subject to the Board's acceptance.

Section 8. Books and Records.

The Corporation shall keep as permanent records of all meetings of its Board of Directors; records of actions taken by Directors without a meeting; records of actions of the committees of the Board of Directors; appropriate accounting records; and a list of the names and addresses of its Members. Records may be written or electronic, if capable of conversion to written form within a reasonable period of time.

Section 9. Ethical and Religious Directives.

"ERDs" shall mean Ethical and Religious Directives for Catholic Health Care Services issued by the United States Conference of Catholic Bishops ("USCCB"), modified or amended from time to time by the USCCB, and applied or promulgated by the local Bishops. Notwithstanding the foregoing, the Members acknowledge that the local Bishop retains the ultimate authority to interpret the ERDs.

Providence Health & Services – Oregon and Providence Health Plan ("Providence"), a Founding Member, operates in a manner that is consistent with the Providence Health & Services Mission and Core Values and the Roman Catholic moral tradition as articulated in such documents as the ERDs, and shall have no ownership, management, governance or administrative role or responsibility in connection with, or reap any financial benefit from, any

Corporation-related activity or procedure that is inconsistent with the ERDs. Providence and its representatives shall promptly recuse themselves from any such matter in connection with the Corporation. The Corporation shall employ any and all necessary specialized accounting methods approved by the Board of Directors, such as cost centers and accounting units, as are needed to ensure that remuneration generated in connection with any Corporation-related activity that is inconsistent with the ERDs inures exclusively to the non-Providence Members (i.e., is not subject to sharing among the Members as otherwise provided herein, but instead shall be distributed only to the non-Providence Members). Providence shall not be required to make a contribution of anything essential to the performance of Corporation-related activity that is inconsistent with the ERDs. Consistent with Corporation contracts and policies, (i) clinical and operational decisions will be made at the local level by provider organizations that deliver the health care and have direct contact with the patients and community members; and (ii) the Bylaws of this Corporation recuse Providence representatives from proceedings or actions of the Board of Directors, committees thereof or otherwise where clinical and operational issues arise that are contrary to the ERDs. The Corporation acknowledges that Providence must assure its continued authenticity as a Catholic health care system, bound by the ERDs, and, to that end, if Providence determines that it is not, or may not be, able to comply with the ERDs or the requirements of this Section 9, Providence shall promptly notify the Board of Directors in writing of the issue and the Board of Directors shall meet to address the issue and, if the Board of Directors is not able to address the issue to Providence's satisfaction, Providence shall be allowed to withdraw as a Member from the Corporation.

This Section 9 shall not be altered, amended, or repealed while Providence is a Member of the Corporation without Providence's consent.

Section 10. Adventist Health Principles.

The mission of Adventist Medical Center ("AMC") is to demonstrate the human expression of the healing ministry of Jesus Christ. As a faith-based organization, AMC holds principles and philosophies that are consistent with the Seventh-Day Adventist Church. AMC will have no ownership, management, governance or administrative role in connection with, or reap any financial benefit from, the delivery of care that is inconsistent with its principles. AMC shall not be required to make a contribution to anything that is in conflict with its principles. AMC shall promptly notify the Board of Directors in writing if any conflict arises. If a conflict cannot be addressed to AMC's satisfaction, AMC shall be allowed to withdraw as a Member from the Corporation.

This Section 10 may not be altered, amended, or repealed while AMC is a Member of the Corporation without AMC's consent.

Section 11. Relationship of Members to the Corporation.

Section 11.1. Book and Records. The Corporation shall maintain books and records independent of those of each of its Members. To the extent of any loans of anything of value by Corporation to one or more Members or a loan of anything of value by any Member or Members to Corporation, such loan shall be reflected on the books of each party to the loan and documented by a promissory note or functionally equivalent contract in writing that describes the

thing lent, the rate of interest which such loan shall bear in each case equal to or greater than the applicable federal rate to avoid attribution, the terms of repayment, the date of maturity, a description of events of default, and the consequences of default.

Section 11.2. Employee Secondment. Any employee secondment by a Member to Corporation shall be documented by a written agreement among Corporation, the employee, and the Member specifying the duration of the secondment and in the case of a shared employee the time commitment allocated to Member and Corporation.

Section 11.3. Arms' Length Dealings. No Member shall provide services to Corporation except pursuant to a written contract in form and substance consistent with arms' length contracts negotiated between unrelated parties.

Section 11.4. Representations to Third Parties. No Member shall hold itself out as representing, speaking for, or having the capacity to bind Corporation or having any control over Corporation's actions except to the extent of such Member's power as a member granted in the Articles of Incorporation or these Bylaws.

ARTICLE X.
AMENDMENTS

The authority to make, alter, amend or repeal these Bylaws is vested in the Members, who may initiate such actions. The Board of Directors may recommend alterations, amendments, or repeal of the Bylaws, but any such recommendation shall be effective only upon approval by the Members. Any amendment or repeal of these Bylaws shall require at least a sixty percent (60%) vote of the entire Membership, except where a greater vote is required by these Bylaws.

CERTIFICATION

The undersigned, as the Secretary of Health Share of Oregon, hereby certifies that the foregoing Restated Bylaws were approved by the Board of Directors on the March 20, 2024, and adopted by the Members on the same day, with an effective date of March 20, 2024.

____
Camille Applin-Jones, Secretary

EXHIBIT A

Founding Members

1. Adventist Medical Center
2. CareOregon, Inc.
3. Central City Concern
4. Clackamas County
5. Kaiser Foundation Health Plan of the Northwest and Kaiser Foundation Hospitals
6. Legacy Health
7. Multnomah County
8. Oregon Health & Science University
9. Providence Health & Services – Oregon and Providence Health Plan
10. Tuality Healthcare and Tuality Heath Alliance
11. Washington County

HEALTH SHARE OF OREGON
SHARE SERVICES AGREEMENT

This SHARE Services Agreement ("Agreement") by and between Health Share of Oregon, an Oregon nonprofit corporation ("Health Share") and Clackamas County Public Health, Multnomah County Health Department, and Washington County Department of Health & Human Services (collectively referred to as "Counterparties") is entered into and effective as of the date of January 1, 2024 (the "Effective Date").

RECITALS

A. Health Share is qualified for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and is further classified as a non-private foundation within the meaning of Code Section 509(a).

B. Health Share's exempt purposes include developing an integrated community health system that achieves better care, better health, and lower costs for the Medicaid population in the communities that Health Share serves.

C. Health Share will further Health Share's exempt purposes by sponsoring Counterparties' performance of the activities described in the statements of work attached to this Agreement as Exhibit A (Clackamas County), Exhibit B (Multnomah County), and Exhibit C (Washington County), collectively referred to as the "Statement of Work".

D. Counterparties have agreed to perform the activities described in the Statement of Work in accordance with this Agreement, including the Compensation agreement attached hereto as Exhibit D (Clackamas County), Exhibit E (Multnomah County), and Exhibit F (Washington County), collectively referred to as "Compensation".

AGREEMENT

1. Funding.

1.1 Amount. Health Share shall provide funding in the amount of $3,579,052.00 (Three Million, Five Hundred Seventy-Nine Thousand, Fifty-Two Dollars and Zero Cents), to Counterparties, subject to the terms and conditions of this Agreement.

1.2 Invoicing. To receive funds, Counterparties must prepare and submit invoices to Health Share per the instructions in Section III of the Compensation exhibits.

1.3 Payment. Health Share will disburse funds to Counterparties for invoiced amounts within thirty (30) calendar days of receiving the invoice, assuming Counterparties' continued compliance with the terms and conditions of this Agreement, including any benchmarks established in the Statement of Work, and provided that Counterparties have submitted the invoice in accordance with Section 1.2 and Health Share has determined that the amounts shown on the invoice are correct and represent amounts properly incurred by Counterparties in the performance of the activities described in the Statement of Work.

2. Use of Funds.

2.1 **Required Use.** Counterparties will use the funds solely for the activities described in the Statement of Work and in accordance with the Section IV Budget of the Compensation exhibit. Furthermore, Counterparties will use the funds exclusively for charitable purposes within the meaning of Code Section 501(c)(3). Use of any portion of the funds, including any interest earned, for any other purpose must be approved in writing by Health Share before Counterparties spend the funds.

2.2 **Prohibited Use.** Counterparties will not use any portion of the funds: (i) to carry out propaganda, or otherwise attempt to influence legislation; (ii) to influence the outcome of any specific election of a candidate for public office; (iii) for any grants to individuals awarded on a nonobjective basis; or (iv) for any non-charitable purpose within the meaning of Code Section 501(c)(3). Counterparties will repay, on demand, to Health Share any portion of the investment funds that is not spent in accordance with this Agreement, including the requirement that all investment funds be spent for charitable purposes within the meaning of Code Section 501(c)(3).

3. **Reporting and Recordkeeping.**

3.1 **Required Reports.** Counterparties will, at a minimum, provide written reports to Health Share as to the expenditure of the funds, covering both the substance of Counterparties' activities funded and the progress made towards the goals of the project, including Counterparties' progress toward any benchmarks established in the Statement of Work. Other provisions in this Agreement, including provisions in the Statement of Work, may specify additional requirements for Counterparties' annual and final reports and impose additional reporting requirements as stated in Exhibit G "Reporting Requirements."

3.2 **Separate Accounting.** Counterparties will maintain Counterparties' books so as to show the funds separately and will keep adequate records to substantiate all expenditures of the funds. Counterparties will make these books and records available to Health Share at reasonable times for review and audit upon Health Share's request and will comply with all reasonable requests by Health Share for information and interviews regarding Counterparties' use of the funds. Health Share may, at Health Share's own expense, conduct an independent financial and programmatic audit of Counterparties' expenditures of this investment and Counterparties will cooperate with any such audit.

3.3 **Additional Information.** Counterparties will supply Health Share with such other information as Health Share may reasonably request for purposes of exercising Health Share's responsibility for supervising Counterparties' expenditure of the funds.

3.4 **Term.** The term of this Agreement begins on the Effective Date. Unless earlier terminated as provided in the Standard Terms and Conditions below, the termination date shall be **December 31, 2026** (the "Term Date").

3.5 **Acknowledgement of Health Share.** Counterparties will acknowledge Health Share in any announcement or publication Counterparties makes regarding the project or Counterparties' project-funded activities; provided, however, that Counterparties will

submit such materials in advance to Health Share, for review and revision in Health Share's sole discretion.

4. Changes in Control.

4.1 Corporate Changes. Counterparties will notify Health Share within thirty (30) days of any significant changes to Counterparties' corporate legal or tax status.

4.2 Personnel Changes. If requested, Counterparties will notify Health Share of the personnel responsible for the performance of the activities described in the Statement of Work and will notify Health Share within thirty (30) days of any changes in such personnel.

5. Miscellaneous.

5.1 Notices. All notices and other communications under this Agreement will be in writing and deemed effectively given when personally delivered or when actually deposited in the mail as prepaid, registered or certified mail, return receipt requested, to the address set forth below or to any other address which either party may designate to the other by written notice, including email:

Health Share:
Health Share of Oregon
Attn: Maria Tafolla
tafollam@healthshareoregon.org
2121 SW Broadway, Suite 200
Portland, Oregon 97201

Counterparties
Clackamas County Public Health
Attn: Jeanne Weber
publichealthcontract@clackamas.us
2051 S. Kaen Road, Suite 367
Oregon City, Oregon 97045

Multnomah County Health Department
Attn: Brendon Haggerty
brendon.haggerty@multco.us
619 NW 6th Avenue
Portland, Oregon 97204

Washington County Department of Health & Human Services
Attn: Erin Jolly
erin_jolly@washintoncountyor.gov
155 N. First Avenue
Hillsboro, Oregon 97124

5.2 Attachments and Exhibits. In addition to the terms and conditions set forth in the body of this Agreement, the rights and obligations of the parties are subject to the Standard Terms and Conditions for SHARE Services Agreement (the "Standard Terms and Conditions") and any Exhibits attached to this Agreement and incorporated by this reference. The Standard Terms and Conditions and Exhibits will be construed with and as an integral part of this Agreement to the same extent as if the Standard Terms and Conditions and Exhibits had been set forth verbatim in the body of this Agreement.

[***signature page follows***]

The parties' proper and duly authorized officers have signed and executed this Agreement, effective as of the Effective Date set forth in this Agreement's preamble.

Health Share of Oregon

By: ______________________________

Print Name: Mindy Stadtlander

Title: Chief Executive Officer

Date: ______________________________

Clackamas County Public Health

By: ______________________________

Print Name: ______________________________

Title: ______________________________

Date: ______________________________

Multnomah County Health Department

By: ________________________________

Print Name: ________________________________

Title: ________________________________

Date: ________________________________

Washington County Department of Health & Human Services

By: ______________________________

Print Name: ______________________________

Title: ______________________________

Date: ______________________________

STANDARD TERMS AND CONDITIONS
FOR STRATEGIC INVESTMENT SERVICES AGREEMENTS

1. **Termination.** This Agreement may be terminated:
   a. By Health Share and Counterparties, by mutual written agreement, at any time.
   b. By Health Share, in the event that Counterparties breaches the Agreement and fails to cure such breach within fifteen (15) days of receiving notice from Health Share regarding the breach; provided, however, that Health Share may immediately terminate this Agreement in the event of any denial, suspension, revocation or non-renewal of any license, permit or certificate that Counterparties must hold in order to engage in the activities described in the Statement of Work.

2. **Effect of Early Termination.** Upon early termination of this Agreement, Health Share will have no obligation to make additional disbursements of investment funds to Counterparties and Counterparties will return any unexpended investment funds; provided, however, that Health Share will reimburse Counterparties for any costs and non-cancelable commitments incurred prior to such termination in accordance with this Agreement. Nothing in this paragraph will be construed as limiting Counterparties' obligation to repay to Health Share any portion of the investment funds that is not spent in accordance with this Agreement.

3. **Remedies.** In the event that Counterparties breaches this Agreement, all remedies provided under this Agreement will be independent of the others and severally enforceable and will be in addition to, and not in lieu of, any other rights or remedies available to Health Share at law or in equity. If Health Share breaches this Agreement, Counterparties' remedy will be limited to termination of the Agreement and the receipt of any outstanding investment funds that Counterparties is entitled for appropriate work already performed, as determined under this Agreement. Health Share will not be liable for direct, indirect, or consequential damages. Termination will not result in a waiver of any other claim Health Share may have against Counterparties.

4. **Relationship of the Parties.** The Parties are independent entities. No provision of this Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership, or any other business or corporate relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.

5. **No Third Party Beneficiaries.** Health Share and Counterparties are the only parties to this Agreement and are the only parties entitled to enforce this Agreement's terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

6. **Intellectual Property.** As between Health Share and Counterparties, all work product that results or arises from Counterparties' activities described in the Statement of Work, and all intellectual property rights associated therewith (together "**Counterparties Work Product**"), will be solely owned by Counterparties, provided however, Counterparties grants to Health Share an irrevocable , worldwide, royalty-free, with the right to sublicense, license to use, copy, modify, distribute, publish, perform and otherwise exploit such work product for any purpose whatsoever. Further, Counterparties agrees to make, and makes, such Counterparties Work Product available to third parties under the same or similar license terms.

7. **Successors in Interest.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

8. **Access to Records and Facilities.** Counterparties will maintain all financial records related to this Agreement in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Counterparties will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Counterparties, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner to clearly document Counterparties' performance. All clinical records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Counterparties whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "**Records**." Counterparties acknowledges and agrees that the Oregon Health Authority ("**OHA**"), the Oregon Secretary of State's Office, the Center for Medicare and Medicaid Services, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives may be entitled to access Counterparties' Records in order to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of Counterparties' performance of the activities described in the Statement of Work. Counterparties will retain and keep accessible all Records for the longer of:
   a. For non-clinical records, six (6) years following final disbursement of the investment or termination of this Agreement, whichever is later.
   b. For clinical records, seven (7) years following the date of service.
   c. The retention period specified in this Agreement for certain kinds of records.
   d. The period as may be required by applicable law, including the records retention schedules set forth in Oregon Administrative Rules ("**OAR**") Chapters 410 and 166; or
   e. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

   Counterparties will, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Counterparties' personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period but will last as long as the records are retained.

9. **Information Privacy/Security/Access.** If Counterparties' activities described in the Statement of Work require Counterparties to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Counterparties access to such OHA Information Assets or Network and Information Systems, Counterparties will comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this paragraph, "**Information Asset**" and "**Network and Information System**" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

10. **Compliance with Applicable Law.** Counterparties will comply with all federal, State, and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Counterparties' performance of the activities described in the Statement of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) Oregon Revised Statutes ("**ORS**") Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance

Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders, and ordinances are incorporated by reference to the extent that they are applicable to this Agreement and required by law to be so incorporated. Health Share's performance under this Agreement is conditioned upon Counterparties' compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference. Counterparties will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

11. **Indemnity**. Counterparties will defend, save, hold harmless, and indemnify Health Share and Health Share's employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Counterparties or Counterparties' officers, employees, sub-counterparties, or agents under this Agreement. Counterparties will have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Counterparties nor any attorney engaged by Counterparties will defend the claim in the name of Health Share, nor purport to act as legal representative of Health Share, without first receiving from Health Share, authority to act as legal counsel for Health Share, nor will Counterparties settle any claim on behalf of Health Share without the approval of Health Share. Health Share may, at Health Share's election and expense, assume Health Share's own defense and settlement.

12. **Insurance.** Counterparties will ensure that they have the type and levels of insurance that are commercially prudent to engage in the activities described in the Statement of Work.

13. **Waiver.** The failure of Health Share to enforce any provision of this Agreement will not constitute a waiver by Health Share of that or any other provision. Waiver of any default under this Agreement by Health Share will not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.

14. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, any "**claim**") between Health Share and Counterparties that arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, that if a claim must be brought in a federal forum, then that claim will be conducted solely and exclusively within the United States District Court for the District of Oregon.

15. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.

16. **Merger Clause.** This Agreement and the attached Exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Agreement will bind either party unless in writing signed by both parties. Any written waiver, consent, modification, or change will be effective only in the specific instance and for the specific purpose given.

17. Anti-discrimination Clause. Counterparties will not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Counterparties will not discriminate against minority-owned, women-owned, or emerging small businesses. Counterparties will include a provision in each sub-agreement requiring sub-counterparties to comply with the requirements of this clause.

18. Representations and Warranties.

a. Counterparties represents and warrants to Health Share that:

- **i.** Counterparties has the power and authority to enter into and perform this Agreement.
- **ii.** This Agreement, when executed and delivered, will be a valid and binding obligation of Counterparties enforceable in accordance with this Agreement's terms.
- **iii.** Counterparties has the skill and knowledge possessed by well-informed members of Counterparties' industry, trade or profession and Counterparties will apply that skill and knowledge with care and diligence to engage in the activities described in the Statement of Work in a professional manner and in accordance with standards prevalent in Counterparties' industry, trade or profession;
- **iv.** Counterparties will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to engage in the activities described in the Statement of Work; and
- **v.** Counterparties prepared Counterparties' application related to this Agreement, if any, independently from all other applicants, and without collusion, fraud, or other dishonesty.

b. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

19. Independent Status of Counterparties.

a. Counterparties is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

b. If Counterparties is currently performing work for the State of Oregon or the federal government, Counterparties by signature to this Agreement, represents and warrants that the activities described in the Statement of Work to be performed by Counterparties under this Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Counterparties currently performs work would prohibit Counterparties from engaging in the activities described in the Statement of Work. If funds granted to Counterparties under this Agreement are charged against federal funds, Counterparties certifies that Counterparties is not currently employed by the federal government.

c. Counterparties is responsible for all federal and State taxes applicable to compensation paid to Counterparties under this Agreement and Health Share will not withhold from the investment funds any amounts to cover Counterparties' federal or State tax obligations. Counterparties is not eligible for any social security, unemployment insurance or workers' compensation benefits as a result of the funds granted to Counterparties under this Agreement, except as a self-employed individual.

d. Counterparties' performance of the activities described in the Statement of Work will not create an employment or agency relationship between Counterparties and Health Share. Counterparties is responsible for determining the appropriate means and manner of performing the activities described in the Statement of Work.

20. **Record Confidentiality.** Counterparties agrees to keep all client specific information confidential in accordance with state and federal statutes and rules governing confidentiality.

21. **Assignment.** Counterparties will not assign or transfer Counterparties' interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of Health Share. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Health Share may deem necessary in Health Share's sole discretion. No approval by Health Share of any assignment or transfer of interest will be deemed to create any obligation of Health Share in addition to those set forth in this Agreement.

22. **Sub-investments.** Counterparties will not sub-invest any portion of the investment funds awarded under this Agreement without the prior written consent of Health Share.

- **a.** In the event that Health Share consents to Counterparties' sub-investing all or any portion of the investment funds to a third party, the following conditions will apply:
    - **i.** Counterparties will remain responsible for all obligations under this Agreement.
    - **ii.** Counterparties will include all requirements of this Agreement in each sub-investment, and will be responsible for the performance of Counterparties' sub-counterparties; and
    - **iii.** Counterparties will supply Health Share with a copy of each sub-investment upon request.
- **b.** Health Share by this Agreement incurs no liability to third persons for payment of any investment funds provided under this Agreement to Counterparties.

23. **Informal Dispute Resolution.** The parties will use the following procedure if Counterparties has complaints or concerns regarding this Agreement:

- **a.** Counterparties may contact Health Share to informally discuss Counterparties' complaints or concerns.
- **b.** If the matter remains unresolved after the informal discussion, Counterparties may submit a letter or other documentation to:

    Health Share of Oregon
    Attn: Chief Executive Officer
    2121 SW Broadway, Suite 200
    Portland, Oregon 97201

    setting forth Counterparties' complaints or concerns. Within ten (10) business days of receiving Counterparties' letter, Health Share will contact Counterparties and attempt to resolve the matter.

- **c.** If the matter remains unresolved, Counterparties may submit a letter or other documentation to the CEO setting forth Counterparties' complaints or concerns. The CEO or the CEO's designee will contact Counterparties promptly and attempt to resolve the matter.
- **d.** If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties. Parties will share equal responsibility for cost associated with mediation.
- **e.** Nothing in this paragraph will affect either party's rights or obligations under this Agreement.

24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all counterparts together will constitute one and the same instrument.

Exhibit A: Statement of Work
Clackamas County

I. Obligations of Clackamas County:

Clackamas County agrees to:

A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement.
B. Use Funds for Eligible Project Expenses.
C. Participate in other activities as agreed upon by Counterparty and Health Share.

II. Project Description:

Clackamas County shall work with regional partners, including collaborative Tri-County Public Health (Washington, Clackamas, and Multnomah) and local community-based organizations, to develop a regional approach to supporting Traditional Health Workers (THWs), including identifying sustainable funding and engagement models and building community capacity to engage in this work. Local public health departments in collaboration with community partners have a unique opportunity to address and co-create solutions with communities to address social determinants of health and equity (SDOH-E). THWs build trusting relationships to help community members successfully navigate complex systems. This project will advance health equity and increase access to culturally and linguistically responsive services primarily in communities with Medicaid and Medicaid-eligible members. This project will include an initial focus on a broad application of climate adaptation strategies and supporting communities disproportionately impacted by climate change. Climate adaptation in this context means taking simple protective measures (e.g., accessing cooling centers during a heat event) to adapt to climate consequences (e.g., extreme heat events) and access resources to support health (e.g., prenatal and perinatal, housing, chronic disease prevention, and emergency preparedness). In addition to building workforce capacity, this investment will build skills in the THW workforce to support communities to improve health outcomes (e.g., preterm birth) and acute health impacts (e.g., asthma triggers, heat exhaustion, dehydration, interruption in lactation).

Goal 1: Get SHARE funds out to community-based organizations to support THWs serving the region.

Goal 2: Collaborate regionally to align systems and build infrastructure to support THW workforce capacity building and sustainability.

Goal 3: Build capacity of CBOs and THWs to address climate impacts.

III. Project Objectives:

The following table outlines the roles of County partners. Objectives are described in more detail in Appendix AA "Project Objectives and Proposed Activities."

Project Objectives	Lead	Collaborate
Coordination to support regional approach and alignment, including evaluation and reporting	Washington County	Clackamas County Multnomah County
Capacity building and workforce development	Multnomah County	Washington County Clackamas County
RFP process and contract management	Washington County	Clackamas County

		Multnomah County
Coordinate regional community THW cohort	Multnomah County Washington County	Clackamas County
Build internal capacity, connection, and partnerships for THW and climate strategies to ensure regional representation in this work	Clackamas County	Washington County Multnomah County

Activities

- Lead planning for Clackamas County Public Health to build internal capacity, connection, and partnerships for THW and climate strategies.
- Collaborate with regional partners to achieve the goals and objectives above and included in the attachment entitled "Project Objectives and Example Activities."
- Participate in Public Health project team (FTE across three counties) to support alignment and success on this initiative.
- Participate in the development of a competitive process to identify and fund THW FTE for 8-12 culturally (e.g., BIPOC, immigrant, refugees, disabilities communities, older adults, and prenatal through early childhood) and/or linguistically specific (e.g., Spanish language, health literacy, visual literacy) CBOs (community-based organizations) in the region. (Priority will be given to CBOs who provide services across the region and in high priority zip codes with significant Health Share membership based on Health Share Bridge demographic and enrollment data.)
- Collaborate and support climate-related objectives and activities.

Evaluation and Metrics

Capacity Coordination and Collaboration

A. By December 2024, collaboratively develop a regional infrastructure to support this project.
   i. Washington County will lead the coordination of activities; however, this collaboration will require all three counties to provide leadership and direction to guide this work.
B. By December 2025, engage health systems and CBO partners in developing a comprehensive strategy (including common goals, mechanisms for information sharing, shared partnerships and community spaces, and direction for sustainability) that aligns THW strategies across the three counties.
   i. Collaborate to identify outcomes and measures of success (e.g., how we define success for climate resilience for community, how do we measure capacity), utilizing existing definitions, measures, and tools.

Capacity Building and Workforce Development

C. By December 2025, work with CBOs and THWs to co-create plans for capacity building and professional development and identify pathways for workforce sustainability
D. By December 2026, support specific capacity building needs, such as climate-focused professional development, while working in partnership to leverage existing work and trainings

RFP Process and Contract Management

E. By December 2024, develop competitive process to identify CBOs who will house CHWs funded by SHARE (e.g., regional Request for Proposals process)
F. By December 2026, manage regional contracts with CBOs housing THWs

Coordinate Regional Community THW Cohort

G. By December 2026, build capacity of regional THW cohort through professional development opportunities, leadership in creating the regional models for funding and sustainability and participating in data collection and evaluation.

IV. Project Deliverables and Timeline:

Deliverable	Due Date
Regional infrastructure visual	12/2024
Request for proposals document, documented process, and executed CBO contracts	12/2024
Regional THW strategy document (incl. common goals, sustainability strategies, measures of success, alignment plans, capacity-building and professional development plans)	12/2025
Final report on THW outcomes and impacts through CBO contracts based on measures of success identified by collaborative (e.g., capacity built through funding and professional development)	12/2026

V. Health Equity, Health Disparities, and Community Engagement:

Health Equity

A. Organizational Commitment to Equity: The mission of the Clackamas County Public Health Division is focused on protecting and promoting the community's health by advancing racial health equity, building partnerships, and establishing culturally responsive systems. Clackamas County Public Health prioritizes expanding our commitment to advancing racial health equity through closer collaboration and partnership with the diverse communities in the County and using data to highlight disparities and close racial health equity gaps.

B. Health Equity Impact: This project will advance health equity by building capacity for the Traditional Health Worker (THW) workforce in the tri-county region. Local public health departments in collaboration with community partners have a unique opportunity to co-create solutions with communities to address social determinants of health and equity (SDOH-E). THWs build trusting relationships to help community members successfully navigate complex systems. This project will advance health equity and increase access to culturally and linguistically responsive services primarily in communities with Medicaid and Medicaid-eligible members.

Health Disparities

A. Health Disparities Impact: The project will reduce health disparities in the region by focusing on serving populations that have been marginalized or disenfranchised, face barriers to accessing health care, and experience additional challenges due to poverty, racism, or discrimination. The project will invest in systems to support THWs who serve these communities, in order to reduce

health disparities.

B. Metrics: Evaluation and reporting plan will be co-developed with CBO partners and will include outcome metrics, including: (1) Specific, measurable, achievable, relevant, time-based, inclusive and equitable (SMARTIE) objectives; and (2) How outcomes align with Health Share Community Health Improvement Plan (CHP) priorities. The plan will include data collection, sharing and reporting activities, including: (1) Data to be collected; (2) How data is related to outcomes; and (3) Process and frequency of reports and/or data exchange. Counties will work with CBO partners to ensure that metrics track community demographics and demonstrate an impact on health disparities.

Community Engagement: Washington, Multnomah, and Clackamas Counties' public health staff engaged community partners in planning and developing the regional proposal for the SHARE funds. In Washington County, the Community Health Worker (CHW) Learning Collaborative provided feedback to inform this planning and investment proposal, including direct feedback from Bienestar, Doulas Latinas, and the Oregon Spinal Cord Injury Connection. The Washington County Access to Care CHIP Committee also convened several discussions with CBOs and health systems over the past year on how to support and sustain the THW workforce that informed the design for this project. Multnomah County leveraged their contracts with culturally specific CBOs to gather feedback. Clackamas County utilized their Public Health Advisory Council and Access to Care CHIP Committees. Finally, partners such as Familias en Acción and Unite Oregon identified the need for CHW capacity on climate and health issues, through conversations with the Oregon Health Authority. Counties plan to engage CBO partners in the development of regional strategies and will ensure that there are mechanisms for bidirectional communication throughout the life of the project.

VI. Project Reporting Schedule:

Reporting Period	Report Due
January 1, 2024 – June 30, 2024	July 31, 2024
July 1, 2024 – December 31, 2024	January 31, 2024
January 1, 2025 – June 30, 2025	July 31, 2025
July 1, 2025 – December 31, 2025	January 31, 2025
January 1, 2026 – June 30, 2026	July 31, 2026 (anticipated final reporting)
July 1, 2026 – December 31, 2026 (if needed)	January 31, 2027 (if needed)

VII. Eligible Project Expenses

Funds shall be exclusively used to finance the following Eligible Project Expenses as outlined below and, in the Budget included in Exhibit D: Compensation (Clackamas County).

A. Costs related to personnel (e.g., wages, salaries, fringe, indirect costs)

Exhibit B: Statement of Work
Multnomah County

I. Obligations of Multnomah County:

Multnomah County agrees to:

A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement.
B. Use Funds for Eligible Project Expenses.
C. Participate in other activities as agreed upon by Counterparty and Health Share.

II. Project Description:

Multnomah County shall work with regional partners, including collaborative Tri-County Public Health (Washington, Clackamas, and Multnomah) and local community-based organizations, to develop a regional approach to supporting Traditional Health Workers (THWs), including identifying sustainable funding and engagement models and building community capacity to engage in this work. Local public health departments in collaboration with community partners have a unique opportunity to address and co-create solutions with communities to address social determinants of health and equity (SDOH-E). THWs build trusting relationships to help community members successfully navigate complex systems. This project will advance health equity and increase access to culturally and linguistically responsive services primarily in communities with Medicaid and Medicaid-eligible members. This project will include an initial focus on a broad application of climate adaptation strategies and supporting communities disproportionately impacted by climate change. Climate adaptation in this context means taking simple protective measures (e.g., accessing cooling centers during a heat event) to adapt to climate consequences (e.g., extreme heat events) and access resources to support health (e.g., prenatal and perinatal, housing, chronic disease prevention, and emergency preparedness). In addition to building workforce capacity, this investment will build skills in the THW workforce to support communities to improve health outcomes (e.g., preterm birth) and acute health impacts (e.g., asthma triggers, heat exhaustion, dehydration, interruption in lactation).

Goal 1: Get SHARE funds out to community-based organizations to support THWs serving the region.

Goal 2: Collaborate regionally to align systems and build infrastructure to support THW workforce capacity building and sustainability.

Goal 3: Build capacity of CBOs and THWs to address climate impacts.

III. Project Objectives:

The following table outlines the roles of County partners. Objectives are described in more detail in Appendix AA "Project Objectives and Proposed Activities."

Project Objectives	Lead	Collaborate
Coordination to support regional approach and alignment, including evaluation and reporting	Washington County	Clackamas County Multnomah County

Capacity building and workforce development	Multnomah County	Washington County Clackamas County
RFP process and contract management	Washington County	Clackamas County Multnomah County
Coordinate regional community THW cohort	Multnomah County Washington County	Clackamas County
Build internal capacity, connection, and partnerships for THW and climate strategies to ensure regional representation in this work	Clackamas County	Washington County Multnomah County

Activities

- Collaborate with regional partners to achieve the goals and objectives above and included in the attachment entitled "Project Objectives and Example Activities."
- Participate in Public Health project team (FTE across three counties) to support alignment and success on this initiative.
- Extend existing community health worker contracts with CBOs (e.g., six-month extensions)
- Provide subject matter expertise for capacity building and workforce development for THWs, including climate related objectives and activities.
- Participate in the development of a competitive process to identify and fund THW FTE for 8-12 culturally (e.g., BIPOC, immigrant, refugees, disabilities communities, older adults, and prenatal through early childhood) and/or linguistically specific (e.g., Spanish language, health literacy, visual literacy) CBOs (community-based organizations) in the region. (Priority will be given to CBOs who provide services across the region and in high priority zip codes with significant Health Share membership based on Health Share Bridge demographic and enrollment data.)

Evaluation and Metrics

Coordination and Collaboration

A. By December 2024, collaboratively develop a regional infrastructure to support this project.
   i. Washington County will lead the coordination of activities; however, this collaboration will require all three counties to provide leadership and direction to guide this work.
B. By December 2025, engage health systems and CBO partners in developing a comprehensive strategy (including common goals, mechanisms for information sharing, shared partnerships and community spaces, and direction for sustainability) that aligns THW strategies across the three counties.
   i. Collaborate to identify outcomes and measures of success (e.g., how we define success for climate resilience for community, how do we measure capacity), utilizing existing definitions, measures, and tools.

Capacity Building and Workforce Development

D. By December 2025, work with CBOs and THWs to co-create plans for capacity building and professional development and identify pathways for workforce sustainability.
E. By December 2026, support specific capacity building needs, such as climate-focused professional development, while working in partnership to leverage existing work and trainings.

RFP Process and Contract Management

F. By December 2024, develop competitive process to identify CBOs who will house CHWs funded by SHARE (e.g., regional Request for Proposals process).
G. By December 2026, manage regional contracts with CBOs housing THWs.

Coordinate Regional Community THW Cohort

H. By December 2026, build capacity of regional THW cohort through professional development opportunities, leadership in creating the regional models for funding and sustainability and participating in data collection and evaluation.

IV. Project Deliverables and Timeline:

Deliverable	Due Date
Regional infrastructure visual	12/2024
Request for proposals document, documented process, and executed CBO contracts	12/2024
Regional THW strategy document (incl. common goals, sustainability strategies, measures of success, alignment plans, capacity-building and professional development plans)	12/2025
Final report on THW outcomes and impacts through CBO contracts based on measures of success identified by collaborative (e.g., capacity built through funding and professional development)	12/2026

V. Health Equity, Health Disparities, and Community Engagement:

Health Equity

A. Organizational Commitment to Equity: Multnomah County Health Department works with communities to advance health equity, protect our most vulnerable, and promote health and wellness for everyone. We are a leader in addressing leading causes of death through a racial equity lens.
B. Health Equity Impact: This project will advance health equity by building capacity for the Traditional Health Worker (THW) workforce in the tri-county region. Local public health departments in collaboration with community partners have a unique opportunity to co-create solutions with communities to address social determinants of health and equity (SDOH-E). THWs build trusting relationships to help community members successfully navigate complex systems. This project will advance health equity and increase access to culturally and linguistically responsive services primarily in communities with Medicaid and Medicaid-eligible members.

Health Disparities

C. Health Disparities Impact: The project will reduce health disparities in the region by focusing on serving populations that have been marginalized or disenfranchised, face barriers to accessing health care, and experience additional challenges due to poverty, racism, or discrimination. The project will invest in systems to support THWs who serve these communities, in order to reduce health disparities.

D. Metrics: Evaluation and reporting plan will be co-developed with CBO partners and will include outcome metrics, including: (1) Specific, measurable, achievable, relevant, time-based, inclusive and equitable (SMARTIE) objectives; and (2) How outcomes align with Health Share Community Health Improvement Plan (CHP) priorities. The plan will include data collection, sharing and reporting activities, including: (1) Data to be collected; (2) How data is related to outcomes; and (3) Process and frequency of reports and/or data exchange. Counties will work with CBO partners to ensure that metrics track community demographics and demonstrate an impact on health disparities.

Community Engagement:

Washington, Multnomah, and Clackamas Counties' public health staff engaged community partners in planning and developing the regional proposal for the SHARE funds. In Washington County, the Community Health Worker (CHW) Learning Collaborative provided feedback to inform this planning and investment proposal, including direct feedback from Bienestar, Doulas Latinas, and the Oregon Spinal Cord Injury Connection. The Washington County Access to Care CHIP Committee also convened several discussions with CBOs and health systems over the past year on how to support and sustain the THW workforce that informed the design for this project. Multnomah County leveraged their contracts with culturally specific CBOs to gather feedback. Clackamas County utilized their Public Health Advisory Council and Access to Care CHIP Committees. Finally, partners such as Familias en Acción and Unite Oregon identified the need for CHW capacity on climate and health issues, through conversations with the Oregon Health Authority. Counties plan to engage CBO partners in the development of regional strategies and will ensure that there are mechanisms for bidirectional communication throughout the life of the project.

VI. Project Reporting Schedule:

Reporting Period	Report Due
January 1, 2024 – June 30, 2024	July 31, 2024
July 1, 2024 – December 31, 2024	January 31, 2024
January 1, 2025 – June 30, 2025	July 31, 2025
July 1, 2025 – December 31, 2025	January 31, 2025
January 1, 2026 – June 30, 2026	July 31, 2026 (anticipated final reporting)
July 1, 2026 – December 31, 2026 (if needed)	January 31, 2027 (if needed)

VII. Eligible Project Expenses

Funds shall be exclusively used to finance the following Eligible Project Expenses as outlined below and, in the Budget in Exhibit E: Compensation (Multnomah County).

A. Costs related to personnel (e.g., wages, salaries, fringe, indirect costs)
B. Costs related to training and travel related to professional development (e.g., registration fees, stipends, incentives, mileage reimbursement)
C. Costs related to hosting community meeting or events (e.g., venue, food, printing, supplies)

Exhibit C: Statement of Work
Washington County

I. Obligations of Washington County:

Washington County agrees to:

A. Perform work toward meeting the Project Description and Project Objectives during the term of this Agreement.
B. Use Funds for Eligible Project Expenses.
C. Participate in other activities as agreed upon by Counterparty and Health Share.

II. Project Description:

Washington County shall work with regional partners, including collaborative Tri-County Public Health (Washington, Clackamas, and Multnomah) and local community-based organizations, to develop a regional approach to supporting Traditional Health Workers (THWs), including identifying sustainable funding and engagement models and building community capacity to engage in this work. Local public health departments in collaboration with community partners have a unique opportunity to address and co-create solutions with communities to address social determinants of health and equity (SDOH-E). THWs build trusting relationships to help community members successfully navigate complex systems. This project will advance health equity and increase access to culturally and linguistically responsive services primarily in communities with Medicaid and Medicaid-eligible members. This project will include an initial focus on a broad application of climate adaptation strategies and supporting communities disproportionately impacted by climate change. Climate adaptation in this context means taking simple protective measures (e.g., accessing cooling centers during a heat event) to adapt to climate consequences (e.g., extreme heat events) and access resources to support health (e.g., prenatal and perinatal, housing, chronic disease prevention, and emergency preparedness). In addition to building workforce capacity, this investment will build skills in the THW workforce to support communities to improve health outcomes (e.g., preterm birth) and acute health impacts (e.g., asthma triggers, heat exhaustion, dehydration, interruption in lactation).

Goal 1: Get SHARE funds out to community-based organizations to support THWs serving the region.

Goal 2: Collaborate regionally to align systems and build infrastructure to support THW workforce capacity building and sustainability.

Goal 3: Build capacity of CBOs and THWs to address climate impacts.

III. Project Objectives:

The following table outlines the roles of County partners. Objectives are described in more detail in Appendix AA “Project Objectives and Proposed Activities.”

Project Objectives	Lead	Collaborate
Coordination to support regional approach and alignment, including evaluation and reporting	Washington County	Clackamas County Multnomah County
Capacity building and workforce development	Multnomah County	Washington County Clackamas County
RFP process and contract management	Washington County	Clackamas County Multnomah County
Coordinate regional community THW cohort	Multnomah County Washington County	Clackamas County
Build internal capacity, connection, and partnerships for THW and climate strategies to ensure regional representation in this work	Clackamas County	Washington County Multnomah County

Activities

- Collaborate with regional partners to achieve the goals and objectives above and included in the attachment entitled "Project Objectives and Example Activities." Intentionally include Clackamas and Multnomah Counties in project convening and decision making.
- Coordinate Public Health project team (FTE across three counties) to support alignment and success on this initiative.
- Coordinate evaluation and reporting.
- Extend existing community health worker contracts with CBOs (e.g., six-month extensions).
- Identify and fund THW FTE for 8-12 culturally (e.g., BIPOC, immigrant, refugees, disabilities communities, older adults, and prenatal through early childhood) and/or linguistically specific (e.g., Spanish language, health literacy, visual literacy) CBOs (community-based organizations) in the region through a competitive process. (Priority will be given to CBOs who provide services across the region and in high priority zip codes with significant Health Share membership based on Health Share Bridge demographic and enrollment data.)
- Lead RFP process and contract management.

Evaluation and Metrics

Please list the metrics that will be reported on for this project. Outcomes should be measured and evaluated using goals that are Specific, Measurable, Achievable, Relevant, Time-Based, Inclusive, and Equitable.

Coordination and Collaboration

A. By December 2024, collaboratively develop a regional infrastructure to support this project.
    i. Washington County will lead the coordination of activities; however, this collaboration will require all three counties to provide leadership and direction to guide this work.
B. By December 2025, engage health systems and CBO partners in developing a comprehensive strategy (including common goals, mechanisms for information sharing, shared partnerships and community spaces, and direction for sustainability) that aligns THW strategies across the three counties.

i. Collaborate to identify outcomes and measures of success (e.g., how we define success for climate resilience for community, how do we measure capacity), utilizing existing definitions, measures, and tools.

Capacity Building and Workforce Development

C. By December 2025, work with CBOs and THWs to co-create plans for capacity building and professional development and identify pathways for workforce sustainability.
D. By December 2026, support specific capacity building needs, such as climate-focused professional development, while working in partnership to leverage existing work and trainings.

RFP Process and Contract Management

E. By December 2024, develop competitive process to identify CBOs who will house CHWs funded by SHARE (e.g., regional Request for Proposals process).
F. By December 2026, manage regional contracts with CBOs housing THWs.

Coordinate Regional Community THW Cohort

G. By December 2026, build capacity of regional THW cohort through professional development opportunities, leadership in creating the regional models for funding and sustainability and participating in data collection and evaluation.

IV. Project Deliverables and Timeline:

Deliverable	Due Date
Regional infrastructure visual	12/2024
Request for proposals document, documented process, and executed CBO contracts	12/2024
Regional THW strategy document (incl. common goals, sustainability strategies, measures of success, alignment plans, capacity-building and professional development plans)	12/2025
Final report on THW outcomes and impacts through CBO contracts based on measures of success identified by collaborative (e.g., capacity built through funding and professional development)	12/2026

V. Health Equity, Health Disparities, and Community Engagement:

Health Equity

A. Organizational Commitment to Equity: Washington County is committed to reducing and eliminating health disparities and working to achieve health equity.
B. Health Equity Impact: This project will advance health equity by building capacity for the Traditional Health Worker (THW) workforce in the tri-county region. Local public health departments in collaboration with community partners have a unique opportunity to co-create solutions with communities to address social determinants of health and equity (SDOH-E). THWs build trusting relationships to help community members successfully navigate complex systems. This project will advance health equity and increase access to culturally and

linguistically responsive services primarily in communities with Medicaid and Medicaid-eligible members.

Health Disparities

C. Health Disparities Impact: The project will reduce health disparities in the region by focusing on serving populations that have been marginalized or disenfranchised, face barriers to accessing health care, and experience additional challenges due to poverty, racism, or discrimination. The project will invest in systems to support THWs who serve these communities, in order to reduce health disparities.

D. Metrics: Evaluation and reporting plan will be co-developed with CBO partners and will include outcome metrics, including: (1) Specific, measurable, achievable, relevant, time-based, inclusive and equitable (SMARTIE) objectives; and (2) How outcomes align with Health Share Community Health Improvement Plan (CHP) priorities. The plan will include data collection, sharing and reporting activities, including: (1) Data to be collected; (2) How data is related to outcomes; and (3) Process and frequency of reports and/or data exchange. Counties will work with CBO partners to ensure that metrics track community demographics and demonstrate an impact on health disparities.

Community Engagement:

Washington, Multnomah, and Clackamas Counties' public health staff engaged community partners in planning and developing the regional proposal for the SHARE funds. In Washington County, the Community Health Worker (CHW) Learning Collaborative provided feedback to inform this planning and investment proposal, including direct feedback from Bienestar, Doulas Latinas, and the Oregon Spinal Cord Injury Connection. The Washington County Access to Care CHIP Committee also convened several discussions with CBOs and health systems over the past year on how to support and sustain the THW workforce that informed the design for this project. Multnomah County leveraged their contracts with culturally specific CBOs to gather feedback. Clackamas County utilized their Public Health Advisory Council and Access to Care CHIP Committees. Finally, partners such as Familias en Acción and Unite Oregon identified the need for CHW capacity on climate and health issues, through conversations with the Oregon Health Authority. Counties plan to engage CBO partners in the development of regional strategies and will ensure that there are mechanisms for bidirectional communication throughout the life of the project.

VI. Project Reporting Schedule:

Reporting Period	Report Due
January 1, 2024 – June 30, 2024	July 31, 2024
July 1, 2024 – December 31, 2024	January 31, 2024
January 1, 2025 – June 30, 2025	July 31, 2025
July 1, 2025 – December 31, 2025	January 31, 2025
January 1, 2026 – June 30, 2026	July 31, 2026 (anticipated final reporting)
July 1, 2026 – December 31, 2026 (if needed)	January 31, 2027 (if needed)

VII. Eligible Project Expenses

Funds shall be exclusively used to finance the following Eligible Project Expenses as outlined below and, in the Budget in Exhibit F: Compensation (Washington County).

A. Costs related to personnel (e.g., wages, salaries, fringe, indirect costs)
B. Contracts with community-based organizations for THW positions
C. Costs related to training and travel related to professional development (e.g., registration fees, stipends, incentives, mileage reimbursement)
D. Costs related to hosting community meeting or events (e.g., venue, food, printing, supplies)

Exhibit D: Compensation
Clackamas County

I. Payment:

Health Share will pay Clackamas County up to the amount of $300,000.00 for the Project subject to the terms and conditions of this Agreement. Health Share will disburse Funds to Clackamas County according to the Compensation Schedule in Section II of this Exhibit D.

II. Compensation Schedule:

Payment	Conditions for Payment	Invoice Date	Service Period	Payment Amount
#1	Executed Agreement signed by both Parties Current W-9 Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 7/31/24	Jan. 1, 2024 – June 30, 2024	$50,000.00
#2	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 1/31/25	July 1, 2024 – Dec. 31, 2024	$50,000.00
#3	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 7/31/25	Jan. 1, 2025 – June 30, 2025	$50,000.00
#4	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 1/31/26	July 1, 2025 – Dec. 31, 2025	$50,000.00
#5	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 7/31/26	Jan. 1, 2026 – June 30, 2026	$50,000.00
#6	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 1/31/27	July. 1, 2026 – Dec. 31, 2026	$50,000.00

III. Invoicing:

To receive funds, Clackamas County must prepare and submit invoices to Health Share per the Compensation Schedule in this Exhibit D. Clackamas County must submit invoice no later than thirty (30) calendar days from the reporting period Clackamas County is seeking payment. Invoices must include the following items to process payment:

- Invoices to be submitted electronically to vendorinvoice@healthshareoregon.org and copied to project lead: tafollam@healthshareoregon.org
- Invoice number
- Project name and designated project code assigned by Health Share:
  - Project Name: Regional THW Capacity Building
  - Project Code: 331423
- Service period for current invoice – see above Compensation Schedule
- Total amount invoiced on the project during current billing period
- Total amount invoiced on the project to-date
- Amount remaining on contract
- Payment instructions
- Contact information

IV. Budget:

Clackamas County Public Health

Project Name: Regional THW Capacity Building
Funded Amount: $300,000.00
Funding Period: January 1, 2024 - December 31, 2026
Health Share Project Code: 331423

Social and Community Health	Description/Purpose	Amount
Clackamas County	Funds will support lead planning to build internal capacity, connection, and partnerships for THW and climate strategies as well as to support efforts across the three counties related to alignment, coordination and collaboration on the regional THW program.	300,000.00
	Subtotal	300,000.00
	TOTAL FUNDED AMOUNT	**$ 300,000.00**

Exhibit E: Compensation
Multnomah County

I. Payment:

Health Share will pay Multnomah County up to the amount of $720,000.00 for the Project subject to the terms and conditions of this Agreement. Health Share will disburse Funds to Multnomah County according to the Compensation Schedule in Section II of this Exhibit E.

II. Compensation Schedule:

Payment	Conditions for Payment	Invoice Date	Service Period	Payment Amount
#1	Executed Agreement signed by both Parties Current W-9 Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 7/31/24	Jan. 1, 2024 – June 30, 2024	$120,000.00
#2	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 1/31/25	July 1, 2024 – Dec. 31, 2024	$120,000.00
#3	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 7/31/25	Jan. 1, 2025 – June 30, 2025	$120,000.00
#4	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 1/31/26	July 1, 2025 – Dec. 31, 2025	$120,000.00
#5	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 7/31/26	Jan. 1, 2026 – June 30, 2026	$120,000.00
#6	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 1/31/27	July 1, 2026 – Dec. 31, 2026	$120,000.00

III. Invoicing:

To receive funds, Multnomah County must prepare and submit invoices to Health Share per the Compensation Schedule in this Exhibit E. Multnomah County must submit invoice no later than thirty

(30) calendar days from the reporting period Multnomah County is seeking payment. Invoices must include the following items to process payment:

- Invoices to be submitted electronically to vendorinvoice@healthshareoregon.org and copied to project lead: tafollam@healthshareoregon.org
- Invoice number
- Project name and designated project code assigned by Health Share:
  - Project Name: Regional THW Capacity Building
  - Project Code: 331423
- Service period for current invoice – see above Compensation Schedule
- Total amount invoiced on the project during current billing period
- Total amount invoiced on the project to-date
- Amount remaining on contract
- Payment instructions
- Contact information

IV. Budget:

Multnomah County Health Department

Project Name: Regional THW Capacity Building
Funded Amount: $720,000.00
Funding Period: January 1, 2024 - December 31, 2026
Health Share Project Code: 331423

Social and Community Health	Description/Purpose	Amount
Multnomah County	Funds will support lead planning to build internal capacity, connection, and partnerships for THW and climate strategies as well as to support efforts across the three counties related to alignment, coordination and collaboration on the regional THW program.	300,000.00
Multnomah County Subcontracts	Funds will support contract extensions for existing THW community-based contracts with the following CBOs: Asian Health & Service Center, African Family Holistic Health Organization, Black Parent Initiative, CAIRO PDX, Slavic Family Center NW, NAYA, Latino Network, IRCO, Oregon Latino Health Coalition, Community for Positive Aging, Samoan Pacific Development Corporation	400,000.00
	Subtotal	700,000.00

Education	Description/Purpose	Amount
Regional THW Summit Event	Funds will support the hosting of a regional THW Summit to develop collaborative strategies to build community resilience	20,000.00
	Subtotal	20,000.00

TOTAL FUNDED AMOUNT $ 720,000.00

Exhibit F: Compensation
Washington County

I. Payment:

Health Share will pay Washington County up to the amount of $2,559,052.00 for the Project subject to the terms and conditions of this Agreement. Health Share will disburse Funds to Washington County according to the Compensation Schedule in Section II of this Exhibit F.

II. Compensation Schedule:

Payment	Conditions for Payment	Invoice Date	Service Period	Payment Amount
#1	Executed Agreement signed by both Parties Current W-9 Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 7/31/24	Jan. 1, 2024 – June 30, 2024	$426,508.66
#2	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 1/31/25.	July 1, 2024 – Dec. 31, 2024	$426,508.66
#3	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 7/31/25	Jan. 1, 2025 – June 30, 2025	$426,508.66
#4	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 1/31/26	July 1, 2025 – Dec. 31, 2025	$426,508.66
#5	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 7/31/26	Jan. 1, 2026 – June 30, 2026	$426,508.66
#6	Invoice (per Invoicing Section III of this exhibit B)	Invoice shall be submitted no later than 1/31/27	July 1, 2026 – Dec. 31, 2026	$426,508.66

III. Invoicing:

To receive funds, Washington County must prepare and submit invoices to Health Share per the Compensation Schedule in this Exhibit D. Washington County must submit invoice no later than thirty

(30) calendar days from the reporting period Clackamas County is seeking payment. Invoices must include the following items to process payment:

- Invoices to be submitted electronically to vendorinvoice@healthshareoregon.org and copied to project lead: tafollam@healthshareoregon.org
- Invoice number
- Project name and designated project code assigned by Health Share:
    - Project Name: Regional THW Capacity Building
    - Project Code: 331423
- Service period for current invoice – see above Compensation Schedule
- Total amount invoiced on the project during current billing period
- Total amount invoiced on the project to-date
- Amount remaining on contract
- Payment instructions
- Contact information

IV. Budget:

Washington County Department of Health & Human Services

Project Name: Regional THW Capacity Building
Funded Amount: $2,559,052.00
Funding Period: January 1, 2024 - December 31, 2026
Health Share Project Code: 331423

Social and Community Health	Description/Purpose	Amount
Washington County	Funds will support lead planning to build internal capacity, connection, and partnerships for THW and climate strategies as well as to support efforts across the three counties related to alignment, coordination and collaboration on the regional THW program. Includes operating and administrative expenses.	380,000.00
Washington County Subcontracts	Funds will support contract extensions for existing THW community-based contracts with the following CBOs: Adelante Mujeres, Bienestar, Centro Cultural del Condado de Washington, Doulas Latinas, Neighborhood Health Center, Oregon Spinal Cord Injury Connection, Project Access NOW, Providence PRomotores de Salud de la Iglesia, Unite Oregon, Virginia Garcia Memorial Health Center.	400,000.00
Washington County Subcontracts	Funds will support new Community-Based Organization subcontracts [orgs TBD] to support capacity building and workforce development.	1,779,052.00
	Subtotal	2,559,052.00
	TOTAL FUNDED AMOUNT	**$ 2,559,052.00**

Exhibit G: Reporting Requirements

A. Counterparties will provide Health Share with written report(s) regarding progress to date on the Project and the financial administration of the Funds. The report(s) shall include information regarding how the Project has addressed each of the following:

1. Expansion of access to services for Health Share/OHP members
2. Capacity building for Contractor's provision of services
3. Health Share/OHP member experience
4. Equity impact*
5. Sustainability plan
6. For SHARE Agreements only: The outcomes and SMARTIE objectives set forth in the Scope of Work, and the data collected by Contractor regarding these outcomes and objectives.

B. Progress report(s) shall be delivered to Health Share on the following timeline:

1. July 31, 2024: Progress Report 1
2. January 31, 2025: Progress Report 2
3. July 31, 2025: Progress Report 3
4. January 31, 2026: Progress Report 4
5. July 31, 2026: Progress Report 5
6. January 31, 2027: Progress Report 6

C. Reports shall be delivered to Health Share via email to: project-reporting@healthshareoregon.org and copied to Maria Tafolla at tafollam@healthshareoregon.org.

D. From time to time, Health Share may request certain information, records, and the submission of certain reports concerning various aspects of this Agreement including, but not limited to, progress of the Project, use of Funds, compliance with the terms of this Agreement, etc. At the reasonable request of Health Share, Counterparties shall provide such information and records within 30 days of the request, submit such reports, or make its personnel available to discuss aspects of the Project. Health Share shall provide Counterparties with reasonable notice along with detailed instructions on any material requested from Counterparties, should any such request be made. Failure to timely respond to Health Share's requests for information, records, or reports may, in Health Share's sole discretion, constitute grounds for repayment of Funds previously paid to the Counterparties. All parties agree to participate in review meetings to discuss program progress and mutually agree upon any program and/or process changes to this Agreement as needed.

E. During the term of the Agreement and for a period of ten (10) years following the termination of the Agreement, Counterparties shall, upon written request, make available to any governmental agency, for Health Share's compliance with legal or regulatory requirements, all books and records of Counterparties that are necessary to verify the nature and extent of the charges for the Work provided herein. The provisions of this Section shall survive the termination of this Agreement.

***Equity impact:**

The aim of this work is to address network capacity and access opportunities in alignment with our Community Health Improvement Plan. As Counterparties carry out the work Health Share is

interested in learning how the Counterparties' work will increase culturally specific services and advances equitable impacts. We look forward to you sharing how you advanced racial equity and trauma-informed approaches to help eliminate health disparities that disproportionately impact Black/African American, Indigenous, Hispanic/Latinx, Asian, People of Color, immigrant and refugee, LGBTQ+, and those living at the intersection of those identities. As you share outcomes of your work, please highlight how the work has used racial equity approaches including, but not limited to, the following:

- Countering systems and policies that perpetuate racism
- Increasing organizational capacity to address racial equity
- Training and education about racial equity to support programmatic development
- Community engagement and partnership

Appendix AA:
Project Objectives and Example Activities

PROJECT ROLES AND OBJECTIVES

Key Roles	Lead	Collaborate
Coordination to support regional approach and alignment, including evaluation and reporting	Washington County	Clackamas County Multnomah County
Capacity building and workforce development	Multnomah County	Washington County Clackamas County
RFP process and contract management	Washington County	Clackamas County Multnomah County
Coordinate regional community THW cohort	Multnomah County, Washington County	Clackamas County

PROJECT OBJECTIVES AND EXAMPLE ACTIVITIES

Coordination and Collaboration:

Objective 1: Collaboratively develop a regional infrastructure to support this project. Washington County will lead the coordination of activities; however, this collaboration will require all three counties to provide leadership and direction to guide this work.

- Coordinate workgroup to develop project structure
- Convene and facilitate regular meetings with regional partners to help design a collaborative model for supporting THW workforce that includes leadership from THWs and CBOs
- Build relationships and ensure inclusion of CBO partners in systems development
- Maintain flexibility for developing structure and roles and potentially engage an outside facilitator

Objective 2: Engage health systems and CBO partners in developing a comprehensive strategy (including common goals, mechanisms for information sharing, shared partnerships and community spaces, and direction for sustainability) that aligns THW strategies across the three counties.

- Identify roles of health systems, CCOs, counties, community-based organizations, and others in supporting and growing the THW workforce in the region
- Map how systems and structures supporting THW work fit together and identify ways to align and reduce duplication of efforts
- Utilize shared road map to guide each county's internal organizational planning around THW workforce support
- Facilitate process to reach consensus on a regional approach to supporting THW workforce
- Intentionally align with Community Health Improvement Plans across the region
- Each county to engage in internal leadership and capacity building to support this work

Objective 3: Collaborate to identify outcomes and measures of success (e.g., how we define success for climate resilience for community, how do we measure capacity), utilizing existing definitions, measures, and tools.

Capacity Building and Workforce Development

Objective 4: Work with CBOs and THWs to co-create plans for capacity building and professional development and identify pathways for workforce sustainability.

- Engage in intentional planning with CBOs to identify pathways towards sustainability (such as blended and braided funding streams, use of Medicaid dollars, etc.)
- Work with CBOs to understand and address barriers to accessing available funding to support THW workforce
- Coordinate with partners and build relationships with organizations supporting THW workforce development to reduce duplication of efforts

Objective 5: Support specific capacity building needs, such as climate-focused professional development, while working in partnership to leverage existing work and trainings.

- Work closely with CBOs to identify training and capacity building needs
- Develop training and capacity building plans specifically related to climate trainings
- Tailor training and professional development to meet identified training needs.
- Host regional THW Summit (e.g., developing collaborative strategies to build resilience)
- Provide subject matter expertise on priority areas for professional development (e.g., climate resilience and preparedness, perinatal health, lactation equity)
- Support professional development opportunities which will be available to THWs in the CBO cohorts and others in the region (e.g., LPHA-based, clinical, community-based)

RFP Process and Contract Management

Objective 6: Develop competitive process to identify CBOs who will house CHWs funded by SHARE

- Lead workgroup to develop a Request for Proposals
- Manage RFP and selection processes

Objective 7: Manage regional contracts with CBOs housing THWs

- Washington County will manage the regional contracts with CBOs housing THWs, while partners will provide direction on their counties' work and priorities to guide the work of the CBOs

Coordinate Regional Community THW Cohort

Objective 8: Build capacity of regional THW cohort through professional development opportunities, leadership in creating the regional models for funding and sustainability and participating in data collection and evaluation.

- Facilitate, co-facilitate, or support community-led facilitation of the THW cohort
- Create or maintain spaces to hear directly from THWs and CBOs about community needs, as well as for THWs to provide mentorship and learn from each other
- Explore opportunities to expand resources to include other languages and cultures
- Support data collection and reporting for CBOs

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Oregon Health Authority

OREGON HEALTH PLAN BRIDGE - BASIC HEALTH PROGRAM

HEALTH PLAN SERVICES CONTRACT

Coordinated Care Organization

Contract # PO-44300-00030976

with

Health Share of Oregon

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GENERAL PROVISIONS 8
1. **Purpose; Effective Date; Duration of Contract** 8
2. **Contract Administrators** 10
3. **Enrollment Limits and Service Area** 10
4. **Entire Contract; Administration of Contract; Interpretation of Contract** 10
5. **Contractor Data and Certification** 15

Exhibit A – Definitions 18

Exhibit B – Statement of Work – Part 1 – Governance and Organizational Relationships 20
1. **Governing Board and Governance Structure** 20
2. **Clinical Advisory Panel** 20
3. **[RESERVED]** 20
4. **Innovator Agent and Learning Collaborative** 20

Exhibit B – Statement of Work – Part 2 – Covered and Non-Covered Services 21
1. **Covered Services** 21
2. **Provision of Covered Services** 21
3. **Authorization or Denial of Covered Services** 21
4. **Covered Service Component: Crisis, Urgent and Emergency Services** 21
5. **Covered Service Component: Covered Service Component: Non-Emergent Medical Transportation (NEMT)** 21
6. **Covered Service Components: Covered Service Components: Preventive Care, Family Planning, Sterilizations & Hysterectomies and Post Hospital Extended Care** 21
7. **Covered Service Component: Medication Management** 21
8. **Covered Service Components: Other Services** 21
9. **Non-Covered Health Services with Care Coordination** 24
10. **Non-Covered Health Services without Care Coordination** 25
11. **In Lieu of Services (ILOS)** 25
12. **[RESERVED]** 29
13. **Early and Periodic Screening, Diagnostic, and Treatment (EPSDT)** 29
14. **[RESERVED]** 30

Exhibit B – Statement of Work – Part 3 – Patient Rights and Responsibilities, Engagement and Choice 31
1. **Member and Member Representative Engagement in Member Health Care and Treatment Plans** 31
2. **Member Rights and Responsibilities** 31
3. **Provider's Opinion** 31
4. **Informational Materials for Members and Potential Members: General Information and Education** 31
5. **Informational Materials for Members and Potential Members: Member Handbook** 31
6. **Informational Materials for Members and Potential Members: Provider Directory** 31
7. **Grievance and Appeal System** 31
8. **Enrollment** 31
9. **Disenrollment** 32
10. **Member Benefit Package Changes** 32
11. **Enrollment Reconciliation** 32
12. **Identification Cards** 32

13. Marketing to Potential Members 32

Exhibit B – Statement of Work – Part 4 – Providers and Delivery Systems 33
1. Integration and Coordination 33
2. Access to Care 33
3. Delivery System and Provider Capacity 37
4. Provider Selection 37
5. Credentialing 37
6. Patient Centered Primary Care Homes 37
7. Care Coordination 38
8. Care Integration 39
9. Delivery System Dependencies 39
10. Evidence-Based Clinical Practice Guidelines 40
11. Subcontract Requirements 40
12. Minority-Owned, Woman-Owned and Emerging Small Business Participation 47
13. Adjustments in Service Area or Enrollment 47

[Exhibit B, Parts 5 through 7 are reserved.] 48

Exhibit B – Statement of Work – Part 8 – Accountability and Transparency of Operations 49
1. Record Keeping Requirements 49
2. Privacy, Security, and Retention of Records; Breach Notification 49
3. Access to Records 49
4. Payment Procedures 49
5. Claims Payment 50
6. [RESERVED] 52
7. [RESERVED] 52
8. All Payer All Claims Reporting Program 52
9. Cost Growth Target Program 52
10. Administrative Performance Program: Valid Encounter Claims Data 52
11. Encounter Data Submission Processes 53
12. Additional Encounter Data Submission Requirements: Non-Pharmacy Encounter Data 53
13. Pharmacy Encounter Data 53
14. Administrative Performance Standard 53
15. Drug Rebate Program 53
16. Drug Rebate Dispute Resolution Process 53
17. [RESERVED] 53
18. Personal Injury Liens 53
19. Disclosure of Ownership Interests 57
20. Disclosure of Other Ownership Interests 58
21. Certain Changes in Control Requiring Pre-Approval from OHA 58
22. Subrogation 58
23. Contractor's Governing Board 58

Exhibit B – Statement of Work – Part 9 – Program Integrity 59

[Exhibit B – Statement of Work – Part 10 – Transformation Reporting, Performance Measures and External Quality Review is reserved.] 60

DocuSign Envelope ID: F0BBADB4-CEB9-4EBF-B232-339B3E15DEF3

Exhibit C – Consideration 61
1. **Payment Types and Rates** 61
2. **Payment in Full** 61
3. **Changes in Payment Rates** 61
4. **Timing of CCO Payments** 62
5. **Settlement of Accounts** 63
6. **CCO Risk Corridors** 64
7. **Global Payment Rate Methodology** 66
8. **Administrative Performance Penalty** 67
9. **[RESERVED]** 67
10. **Minimum Medical Loss Ratio** 67
11. **Retroactive Rate Adjustment** 67

Exhibit D – Standard Terms and Conditions 69
1. **Governing Law, Consent to Jurisdiction** 69
2. **Compliance with Applicable Law** 69
3. **Independent Contractor** 69
4. **Representations and Warranties** 69
5. **Correction of Deficient Documents** 69
6. **Funds Available and Authorized; Payments** 69
7. **Recovery of Overpayments or Other Amounts Owed by Contractor** 70
8. **Indemnity** 70
9. **Default; Remedies; and Termination** 70
10. **Effect of Legal Notice of Termination, Non-Renewal, or Failure to Renew: Transition Plan** 75
11. **Effect of Termination or Expiration: Other Rights and Obligations** 75
12. **Limitation of Liabilities** 75
13. **Insurance** 75
14. **Transparency: Public Posting of Contractor Reports** 75
15. **Access to Records and Facilities; Records Retention; Information Sharing** 75
16. **Force Majeure** 75
17. **Foreign Contractor** 75
18. **Assignment of Contract, Successors in Interest** 75
19. **Subcontracts** 76
20. **No Third Party Beneficiaries** 76
21. **Amendments** 76
22. **Waiver** 77
23. **Severability** 77
24. **Survival** 77
25. **Legal Notice; Administrative Notice** 78
26. **Construction** 80
27. **Headings and Table of Contents** 80
28. **Merger Clause** 80
29. **Counterparts** 80
30. **Equal Access** 80
31. **Media Disclosure** 80
32. **Mandatory Reporting of Abuse** 81

Exhibit E – Required Federal Terms and Conditions 82
1. Miscellaneous Federal Provisions 82
2. Equal Employment Opportunity 82
3. Clean Air, Clean Water, EPA Regulations 82
4. Energy Efficiency 83
5. Truth in Lobbying 83
6. HIPAA Compliance 84
7. Resource Conservation and Recovery 85
8. Audits 85
9. Debarment and Suspension 85
10. [RESERVED] 86
11. Additional OHP Bridge, Medicaid and CHIP Requirements 86
12. Agency based Voter Registration 86
13. Clinical Laboratory Improvements 86
14. Advance Directives 87
15. Practitioner Incentive Plans 87
16. Risk HMO 87
17. Conflict of Interest Safeguards 87
18. Non-Discrimination 89
19. OASIS 89
20. Patient Rights Condition of Participation 89
21. Federal Grant Requirements 89
22. Mental Health Parity 90
23. Effect of Loss of Program Authority 91

Exhibit F – Insurance Requirements 92

Exhibit G – Reporting of Delivery System Network Providers, Cooperative Agreements, and Hospital Adequacy 93
1. Delivery System Network Provider Monitoring and Reporting Overview 93
2. Delivery System Network Provider Monitoring and Reporting Requirements 93
3. Cooperative Agreements with Publicly Funded Programs 94
4. [RESERVED] 94
5. Hospital Network Adequacy 94

Exhibit H – Value-Based Payment 95
1. [RESERVED] 95
2. [RESERVED] 95
3. Patient-Centered Primary Care Home (PCPCH) VBP Requirements 95
4. [RESERVED] 95
5. [RESERVED] 95
6. [RESERVED] 95
7. [RESERVED] 95

Exhibit I – Grievance and Appeal System 96

Exhibit J – Health Information Technology 97

Exhibit K – Social Determinants of Health and Equity 98
1. Community Advisory Council 98
2. Community Advisory Council Membership 98
3. Community Advisory Council Meetings 98
4. Duties of the CAC 98
5. Contractor's Annual CAC Demographic Report 98
6. Community Health Assessment 98
7. Community Health Improvement Plan 98
8. [RESERVED] 98
9. Health-Related Services 98
10. Health Equity Plans 98
11. Traditional Health Workers 98
12. REALD Data Collection 98

Exhibit L – Solvency Plan, Financial Reporting, and Sustainable Rate of Growth 99
1. Overview of Solvency Plan 99
2. Financial Responsibility; Allowable Expenses and Costs 99
3. NAIC Financial Reporting 100
4. Supplemental Financial Reporting 101
5. Other Required Reports 101
6. Assumption of Risk/Private Market Reinsurance 101
7. Restricted Reserve Requirements 101
8. Risk Based Capital and Capital Adequacy Requirements 101
9. Sustainable Rate of Growth Requirement 101
10. Delivery of Reports, Information, and Documents to OHA 101

Exhibit M – Behavioral Health 102
1. Behavioral Health Requirements 102
2. Financial Matters Relating to Behavioral Health Services 103
3. Integration, Transition, and Collaboration with Partners 104
4. Policies and Procedures 105
5. Referrals, Prior Authorizations, and Approvals 105
6. Screening Members 106
7. Substance Use Disorders 106
8. Co-Occurring Disorders 108
9. Gambling Disorders 108
10. Assertive Community Treatment 108
11. Peer Delivered Services and Outpatient Behavioral Health Services 109
12. Behavioral Health Crisis Management System 109
13. Care Coordination / Intensive Care Coordination 110
14. Community Partner Engagement 110
15. Oregon State Hospital 111
16. Emergency Department Utilization 111
17. [RESERVED] 112
18. [RESERVED] 112
19. Acute Inpatient Hospital Psychiatric Care 112
20. Pregnant Individuals' Health 112
21. Children and Youth Behavioral Health Services 113

DocuSign Envelope ID: F0BBADB4-CEB9-4EBF-B232-339B3E15DEF3

22. **Intensive In-Home Behavioral Health Treatment** **117**
23. **Reporting Requirements** **118**
24. **Providers** **118**
25. **Mental Health Parity Reporting Requirements** **118**

Exhibit N – Privacy and Security **121**

General Provisions – Attachment 1 .... **122**

Exhibit C – Attachment 1 .... **142**

Exhibit D – Attachment 1 .... **143**

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OREGON HEALTH PLAN BRIDGE - BASIC HEALTH PLAN SERVICES CONTRACT COORDINATED CARE ORGANIZATION

This Health Plan Services Contract, Coordinated Care Organization, Contract # PO-44300-00030976 is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "**OHA**" or "**Agency**" and

Health Share of Oregon, an Oregon Domestic Nonprofit Corporation
with its principal place of business located at:

2121 SW Broadway, Suite 200
Portland, OR 97201

hereinafter referred to as "**Contractor**." OHA and Contractor are referred to as the "**Parties**."
Work to be performed under this Contract relates principally to the following Division of OHA:

Health Systems Division (HSD)
500 Summer Street NE, E35
Salem, Oregon 97301

GENERAL PROVISIONS

1. Purpose; Effective Date; Duration of Contract

1.1. **Contract Effective Date**. This Oregon Health Plan Bridge – Basic Health Program Services Contract ("**OHP Bridge - BHP Contract**" or "**Contract**") is effective as of July 1, 2024 ("**Effective Date**"), regardless of the date of signatures and remains in effect, unless terminated earlier or extended as provided for herein, up through and including, December 31, 2026. Notwithstanding the foregoing, this Contract may be amended upon expiration of each Contract Year.

1.1.1. Neither expiration nor termination of this Contract extinguishes or prejudices OHA's right to enforce this Contract with respect to any default by Contractor.

1.1.2. If Contractor declines to Renew this Contract for an additional Contract Year, Contractor shall provide OHA with Legal Notice of its intention not to enter into the Renewal Contract no later than fourteen (14) days after Contractor's receipt of Administrative Notice of OHA's proposed amendments to the Contract for the subsequent Contract Year

1.2. Subject to the terms and conditions of this Contract, Contractor shall provide health care services to individuals enrolled in the programs specified in Section 1.2.1 below of these General Provisions. All payments to Contractor under this Contract will be paid from a collection of state and federal moneys maintained by the Oregon Health Authority for the purpose of implementing and carrying out the Oregon Health Plan Bridge – Basic Health Program ("**OHP Bridge - BHP**"), as described under OAR 410-115-0010 ("**OHP Bridge - BHP Trust Fund**"), unless otherwise specified in this Contract. Any such payments to Contractor that are not paid from the OHP Bridge - BHP Trust Fund will be paid from State of Oregon general funds ("**State Funds**") only. In no event will there be any federal

financial participation involving Medicaid or CHIP funds (hereinafter referred to individually and collectively as "**Medicaid Funds**"). However, there will be federal financial participation involving funds received through United States Department of Health and Human Services ("**HHS**"), which has delegated regulatory oversight and administration of OHP Bridge - BHP to, notwithstanding its name, the Centers for Medicare and Medicaid.

To distinguish this Contract from the separate Medicaid and Non-Medicaid Contracts, this Contract may at times be referred to as the "**OHP Bridge - BHP Contract**."

Under separate Medicaid and Non-Medicaid Contracts, Contractor provides Medicaid and, for Non-Medicaid, Medicaid-equivalent services to individuals eligible for Medicaid and Non-Medicaid in accordance with Applicable Law. Individuals provided services through OHP Bridge - BHP covered under this Contract shall not be provided services under the Medicaid or Non-Medicaid Contracts. However, by submitting an application in response to RFA OHA-4690-19 and accepting OHA's award of the Medicaid Contract, Contractor understood that it agreed to enter into companion Non-Medicaid contracts, such as this Contract and the Non-Medicaid Contract, which requires Contractor to provide Medicaid-equivalent services to individuals not eligible for Medicaid. The services required to be provided to the individuals identified in this Contract are substantively similar to those provided to Medicaid and Non-Medicaid Members under the Medicaid and Non-Medicaid Contracts. Likewise, as further detailed in Section 4.1.2 below of these General Provisions, the terms and conditions of this Contract and the Medicaid and Non-Medicaid Contracts are also substantially similar. In no event shall Contractor, its Providers, Subcontractors, and other third-parties with which Contractor contracts treat OHP Bridge - BHP Members (as defined in Section 1.1.2 below of this Section 1) differently or otherwise distinguish such Members from Contractor's Medicaid and Non-Medicaid Members.

1.2.1. OHP Bridge – BHP is the result of Oregon House Bill 4035 (2022 Regular session). Under HB 4035, the Oregon Legislature created a task force for the purpose of developing a proposal for a "bridge" from Medicaid disenrollment resulting after the end of the Covid-19 Public Health Emergency to new, affordable health insurance coverage for those individuals who, due to income fluctuations, regularly enroll and disenroll from other medical assistance or health care coverage. The services Contractor is required to provide to the individuals identified in OAR 410-115-0005 is the result of the proposal developed by the task force and complies with Section 1331 of the Patient Protection and Affordable Care Act of 2010 (the "ACA") and 42 CFR Part 600, which established the Basic Health Program ("BHP"). Section 1331 of the ACA and 42 CFR Part 600 permit states to enter into contracts for standard health plans providing at least essential health benefits to individuals in lieu of offering the same individuals the opportunity to enroll in coverage through the Affordable Insurance Exchange. OHA has, as a reminder of the genesis of the health plan's creation, while also being mindful of the language used in the federal legislation, named Oregon's Basic Health Program OHP Bridge - BHP.

1.2.2. The individuals enrolled in OHP Bridge - BHP who are entitled to the services agreed to under this Contract are, in accordance with OAR 410-200-0438, those who: (i) are no younger than 19 years of age and under age 65, (ii) have a monthly household income greater than 138% of the federal poverty level (FPL) through 200% of the FPL for the applicable family size, (iii) have an annual household income for the applicable Plan Year that is greater than 100% of the FPL through 200% of FPL for the applicable family size, and (iv) meet the citizenship requirements identified in OAR 410-200-0215. The foregoing individuals are referred to in this Contract as "**OHP Bridge - BHP Member(s)**" or "**Members**."

2. Contract Administrators

2.1. Contractor designates:

Jacob Parks
Health Share of Oregon
2121 SW Broadway, Suite 200
Portland, OR 97201
Phone: 503-416-3970
Fax: n/a
Email: parksj@healthshareoregon.org

as its Contract Administrator. Contractor shall provide OHA with Administrative Notice if its Contract Administrator or the associated contact information changes.

2.2. OHA designates:

Melissa A. Classen
OHA HSD
500 Summer Street NE, E35
Salem, Oregon 97301
Phone: 503-979-8390
Email: Melissa.A.Classen@oha.oregon.gov

as its Contract Administrator. OHA shall provide Contractor's Contract Administrator with Administrative Notice if OHA's Contract Administrator or the associated contact information changes.

3. Enrollment Limits and Service Area

3.1. Contractor's maximum Enrollment limit by County as identified in Section 3.1 of the General Provisions to Contractor's Medicaid Contract includes the OHP Bridge – BHP Members to whom Contractor will provide services in accordance with this Contract.

4. Entire Contract; Administration of Contract; Interpretation of Contract

4.1. Entire Contract

This Contract consists of the preamble and Secs. 1 through 5 (the "General Provisions"), together with the following Exhibits and Exhibit attachments, and Reference Documents described in Sec. 4.1.1 below of these General Provisions to the Contract:

Exhibit A: Definitions
Exhibit B: Statement of Work
Exhibit C: Consideration*
Exhibit D: Standard Terms and Conditions**
Exhibit E: Federal Terms and Conditions
Exhibit F: Insurance Requirements
Exhibit G: Reporting of Delivery System Network Providers, Cooperative Agreements, and Hospital Adequacy
Exhibit H: Value-Based Payment
Exhibit I: Grievance and Appeal System
Exhibit J: Health Information Technology
Exhibit K: Social Determinants of Health and Health Equity
Exhibit L: Solvency Plan, Financial Reporting, and Sustainable Rate of Growth

Exhibit M: Behavioral Health
Exhibit N: Privacy and Security
*Exhibit C-Attachment 1 (CCO Payment Rates) and **Exhibit D-Attachment 1 (Deliverables and Required Notices) are attached after Ex. N.

4.1.1. Reference Documents are posted on the CCO Contract Forms Website located at: https://www.oregon.gov/oha/HSD/OHP/Pages/CCO-Contract-Forms.aspx and other webpages expressly referenced in this Contract and are by this reference incorporated into the Contract. OHA may change the CCO Contract Forms Website URL after providing Administrative Notice of such change, with such change to be effective as of the date identified in such Administrative Notice.

All completed Reporting forms must be submitted and, as may be applicable, attested to, by Contractor's Chief Executive Officer, Chief Financial Officer, or an individual who has delegated authority to sign for Reports as designated by the "Delegation Authorization and Signature Form" available on the CCO Contract Forms Website. Contractor shall submit the completed form to OHA, via Administrative Notice, to add or remove an employee with delegated authority and to change the name, contact information, or submission type(s) authorized for a delegated employee.

4.1.2. This Contract is substantially similar to the separate Medicaid Contract # 161759 ("**Medicaid Contract**") that OHA and Contractor have entered into and is based on the template for that separate contract. To minimize redundancy and duplication, this Contract is structured such that for Exhibits A through N hereof, and, as applicable, individual sections within this Contract that are identical to the Medicaid Contract, the corresponding exhibit or section from the Medicaid Contract is incorporated by reference as though fully set forth in such Exhibits or individual sections. In the event an Exhibit or individual section of this Contract does not explicitly refer to the Medicaid Contract, the terms and conditions stated in this Contract shall apply.

4.1.2.1. Where the Medicaid Contract uses the term "Medicaid" to describe services or benefits, such term shall mean, as applied to this Contract, "Medicaid-equivalent services or benefits" since the Members to whom Contractor provides services under this Contract are not eligible for Medicaid and Contractor shall not be paid for services provided under this Contract with any Medicaid Funds.

4.1.2.2. Where the Medicaid Contract refers to "Full Benefit Dual Eligible" or "FBDE," "FBDE Members," "Medicare," "Medicare Advantage," or "Dual Special Needs Plan," Contractor shall disregard the terms and conditions specifically applicable to such populations or payers or both as they are not applicable to this Contract.

4.1.2.3. Pursuant to OAR 410-200-0438, children and adolescents under the age of 19 and AI/AN individuals are not eligible for OHP Bridge – BHP; therefore, they are not covered under this Contract. Accordingly, if this Contract refers, to the provision of Covered Services to children and adolescents under the age of 19 or AI/AN individuals (whether the reference is expressly included in this Contract or inadvertently incorporated by reference back to the Medicaid Contract) Contractor shall disregard the terms and conditions as they apply to such populations.

4.1.2.4. Except as described in Ex. B, Part 2, Sec. 9 or otherwise specifically noted in this Contract, where the Medicaid Contract refers to the provision of Long Term Services and Supports services, which are not, pursuant to OAR 410-115-0030, Covered Services under OHP Bridge - BHP) those terms and conditions are hereby deleted and have no

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force or effect under this Contract. For avoidance of any doubt, Long Term Services and Supports services are not Covered Services provided to OHP Bridge - BHP Members.

4.1.3. This Contract is only comprised of documents that are expressly identified in these General Provisions and Exhibits A through G and I through N.

4.2. Administration of Contract

OHA has adopted policies, procedures, rules, and interpretations to promote orderly and efficient administration of this Contract and to ensure Contractor's performance. For convenience, OHA has provided in Attachment 1 to these General Provisions the permanent URL for each Oregon Administrative Rule (OAR) and OAR Chapter and Division referenced in this Contract, organized by exhibit, and sorted numerically.

4.3. Interpretation of Contract

In the provision of services required to be performed under this Contract, the Parties shall comply with: (a) all Applicable Laws and regulations and (b) the terms and conditions of this Contract and all amendments thereto that are in effect on the Contract Effective Date or come into effect during the Term of this Contract. To the extent any provision of this Contract incorporates by reference provisions of the Medicaid Contract that references a Medicaid specific federal statute or regulation, the text of such statute or regulation (or both) shall be deemed incorporated into this Contract and shall be deemed the terms and conditions of this Contract as opposed to an obligation under Applicable Law.

4.3.1. To the extent provisions contained in more than one of the documents listed in Sec. 4.1 above of these General Provisions apply in any given situation, the parties agree: (i) to read such provisions together whenever possible to avoid conflict, and (ii) to apply the order of precedence set forth in Sections 4.3.1.1 and 4.3.1.2 only in the event of an irreconcilable conflict. And, in such event, the conflict will be resolved by considering the version(s) of the provision(s) that was in effect when the appliable event, obligation or action occurred:

4.3.1.1. These General Provisions of the Contract (without Exhibits, Exhibit attachments, or Reference Documents) over any Exhibits, Exhibit attachments, or Reference Documents.

4.3.1.2. The Exhibits to these General Provisions in the following order of precedence:

- **i.** Exhibit N: Privacy and Security
- **ii.** Exhibit A: Definitions
- **iii.** Exhibit B: Statement of Work
- **iv.** Exhibit D: Standard Terms and Conditions
- **v.** Exhibit E: Federal Terms and Conditions
- **vi.** Exhibit C: Consideration
- **vii.** Exhibit L: Solvency Plan, Financial Reporting, and Sustainable Rate of Growth
- **viii.** Exhibit I: Grievance and Appeal System
- **ix.** Exhibit G: Reporting of Delivery System Network Providers, Cooperative Agreements, and Hospital Adequacy
- **x.** Exhibit M: Behavioral Health
- **xi.** Exhibit K: Social Determinants of Health and Equity
- **xii.** Exhibit J: Health Information Technology

xiii. Exhibit F: Insurance Requirements

4.3.1.3. This Contract (with Exhibits and Exhibit attachments) over any Reference Documents.

4.3.1.4. When determining the order of precedence of any Reference Document with respect to an Exhibit, the Exhibit in which such Reference Document is referenced shall take precedence over such Reference Document. When determining the order of precedence of a Reference Document with respect to an Exhibit other than the Exhibit in which the Reference Document is referenced, the Reference Document will be given the same order of precedence as the Exhibit in which the Reference Document is first identified. For purposes of illustration only, if the Parties cannot reconcile an apparent conflict between Exhibit B, Part 1 and the CHP Progress Report Guidance template, which is first referenced in Ex. N, the apparent conflicting provision in Exhibit B, Part 1, shall take precedence over the CHP Progress Report Guidance template. In addition, and again for illustrative purposes only, if the Parties cannot reconcile an apparent conflict between Ex. N and the CHP Progress Report Guidance template, which is the Exhibit in which such Guidance template is first referenced, the provisions expressly set forth in Ex. N shall take precedence.

4.3.2. In the event that the Parties need to look outside of this Contract in order to interpret its terms, the Parties shall follow the order of precedence set forth in OAR 410-141-3501(2), except that references to “OAR Chapter 410, Division 210” shall be replaced with “OAR Chapter 410, Division 115” The sources shall be considered in the form they took at the time the event occurred, or at the time of the obligation or action that gave rise to the need for interpretation.

4.3.3. If Contractor believes that any provision of this Contract or OHA’s interpretation thereof is in conflict with federal or State statutes or regulations, Contractor shall promptly notify OHA.

4.3.4. This Contract refers to state and federal laws, rules, and regulations that apply to the federal government’s Medicaid program. Such Medicaid Laws apply to and govern the services required to be performed under this Contract for the purposes of establishing the standards, obligations, and rights of the parties.

4.3.5. Except as expressly stated otherwise in this Contract and except for the Services required to be provided to the Member population served under this Contract, where an obligation under this Contract is the same as one set forth in the Medicaid Contract, Contractor shall be deemed to have met the obligation under this Contract if Contractor has met the same obligation under the Medicaid Contract. For purposes of illustration and without limiting Contractor’s obligations under this Contract, Contractor’s obligations under this Contract that are the same as those under the Medicaid Contract include, without limitation, the following: (i) the obligation to convene a Governing Board under Section 1 of Exhibit B, Part 1; (ii) the obligation to provide Non-Emergent Medical Transportation reports to OHA in accordance with Exhibit B, Part 2; (iii) the obligation to create and implement a Fraud, Waste, and Abuse Prevention Plan and a Fraud, Waste, and Abuse Prevention Handbook under Exhibit B, Part 9; (iv) the obligation to convene a Community Advisory Council under Sections 1 through 4 of Exhibit K to this Contract; (iv) the obligation to create and implement a Grievance and Appeal System and submit deliverables relating thereto under Exhibit I to this Contract; and (v) the obligation to participate in and submit documentation for an annual Mental Health Parity analysis under Section 23 of Exhibit M to this Contract.

4.3.5.1. Contractor shall rely on Exhibit D-Attachment 1 provided with Contractor’s Medicaid Contract for every Report where Contractor’s obligation is the same in this Contract as

that in the Medicaid Contract. Differences in contract citations between this Contract and Exhibit D-Attachment 1 provided with the Medicaid Contract shall be regarded as non-substantive and shall have no effect on Contractor's obligation. Exhibit D-Attachment 1 provided with this Contract shall identify only those Reports where Contractor's obligation is not the same as for the Medicaid Contract.

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5. Contractor Data and Certification

Contractor Information. Contractor shall provide the information required as set forth below. This information is requested pursuant to ORS 305.385.

If Contractor is self-insured for any of the Insurance Requirements specified in Ex. F of this Contract, Contractor may so indicate by: (i) writing "Self-Insured" on the appropriate line(s) below; and (ii) delivering, via Administrative Notice, a certificate of insurance as required under Ex. F, Sec. 14.

Please print or type the following information:

Name (exactly as filed with the IRS)

____

Street Address ______________________________

City, State, Zip Code ______________________________

Telephone ______________________________ Facsimile Number ______________________________

E-mail address: ______________________________

Federal Employer Identification Number (FEIN) ______________________________

Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)? ☐ **YES** ☐ **NO**

Contractor Proof of Insurance:

All insurance listed must be in effect at the time of provision of services under this Contract.

Professional Liability Insurance Co. ______________________________

Policy # ______________________________ Expiration Date ______________________________

Commercial General Liability Insurance Co. ______________________________

Policy # ______________________________ Expiration Date ______________________________

Automobile Liability Insurance Co. ______________________________

Policy # ______________________________ Expiration Date ______________________________

Network Security & Privacy Liability Insurance Co. ______________________________

Policy # ______________________________ Expiration Date ______________________________

Workers' Compensation: Does Contractor have any subject workers, as defined in ORS 656.027?

☐ **YES** ☐ **NO** If Yes, provide the following information:

Workers' Compensation Insurance Company ______________________________

Policy # ______________________________ Expiration Date ______________________________

Contractor shall provide proof of Insurance upon request by OHA or OHA designee.

Form of Legal Entity: (mark one box)

☐ Professional Corporation
☐ Insurance Corporation
☐ Business Corporation
☐ Nonprofit Corporation
☐ Limited Liability Company

5.1. Certification and Acknowledgement

Without **limiting the applicability of any other State or federal law, by signature on this Contract, Contractor hereby certifies and acknowledges that:**

5.1.1. The Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) Contractor and that pertains to this Contract.

5.1.1.1. No claim described in Sec. 5.1.1 above is or will be a "False Claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755.

5.1.1.2. In addition to the remedies under this Contract, if Contractor makes (or causes to be made) a False Claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor.

5.1.2. Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class.

5.1.2.1. Contractor agrees, as a material term of the Contract, to maintain such a policy and practice in force during the entire Contract Term.

5.1.3. Under penalty of perjury, the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge after due inquiry for a period of no fewer than six (6) calendar years preceding the Contract Effective Date, has complied with all applicable Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a State tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; and local taxes administered by the Department of Revenue under ORS 305.620;

5.1.4. The Oregon Department of Administrative Services will report this Contract to the Oregon Department of Revenue ("DOR"). The DOR may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing Contractor's compensation under this Contract or (ii) exercising a right of setoff against Contractor's compensation under this Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the DOR collects debts;

5.1.5. The information shown in Sec. 5 of the General Provisions, "Contractor Data and Certification" is Contractor's true, accurate and correct information;

5.1.6. To the best of the undersigned's knowledge after diligent inquiry, Contractor has not discriminated against and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.055, in obtaining any required Subcontracts;

5.1.7. Contractor and Contractor's employees and Agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx;

5.1.8. Contractor is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: https://www.sam.gov/SAM or such alternative system required for use by Medicaid programs.

5.1.9. Contractor is not subject to backup withholding because:

5.1.9.1. Contractor is exempt from backup withholding;

5.1.9.2. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or

5.1.9.3. The IRS has notified Contractor that Contractor is no longer subject to backup withholding.

5.1.10. Contractor is an independent contractor as defined in ORS 670.600.

5.2. By Contractor's signature on this Contract, Contractor hereby certifies that the FEIN provided **in Sec. 5.1 above of these General Provisions is true and accurate. If this information changes, Contractor shall provide OHA with the new FEIN within ten (10) days of the date of change.**

5.3. Signatures

BY SIGNATURES BELOW, THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT.

Health Share of Oregon
By:

______________________________ ______________________________
Authorized Signature Printed Name

______________________________ ______________________________
Title Date

Reviewed and approved by Health Systems Division (HSD) CCO Operations Unit
By:

______________________________ ______________________________
David Inbody, CCO Operations Director Date

State of Oregon, acting by and through its Oregon Health Authority
By:

______________________________ ______________________________
Vivian Levy, Interim Medicaid Director Date

Approved as to Legal Sufficiency:
Electronic approval by, Ellen Taussig Conaty Senior Assistant Attorney General, Health and Human Services Section, on April 24, 2024 email in Contract file.

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Exhibit A – Definitions

This Ex. A provides definitions for terms used in this Contract that are not defined in the Medicaid Contract. Capitalized terms not defined in this Ex. A have the meanings assigned to them in Ex. A of the Medicaid Contract and such definitions are incorporated by reference as though fully set forth in this Ex. A. The order of precedence for interpreting conflicting definitions for terms used in this Contract is (in descending order of priority):

a. Express definitions in Ex. A;

b. Express definitions in Ex. A of the Medicaid Contract;

c. Express definitions elsewhere in this Contract;

d. Definitions in the OARs cited in Ex. A; and

e. Definitions in OARs not specifically cited in Ex. A.

For purposes of this Contract, the terms below shall have the following meanings when capitalized. The meanings below shall apply when terms are capitalized. The meanings shall also apply when both capitalized and used:

i. With a possessive case (such as "'s" or "s'"),
ii. In noun form when defined as a verb or vice versa,
iii. In a phrase or with a hyphen to create a compound adjective or noun,
iv. With a participle (such as "-ed" or "-ing"),
v. With a different tense than the defined term,
vi. In plural form when defined as singular and vice versa.

References to "they" when used in the singular or plural tense shall refer to all genders.

Terms not capitalized, whether or not listed below, shall have their commonly understood meaning and usage, including as applicable, the meaning as understood within the health care field and community.

Terms listed below used in this Contract that are not capitalized shall have the meanings listed below when the Parties mutually agree the context determines the term is intended to be used with the defined meaning.

Terms defined within the text of this Contract (including its Reference Documents and Report templates) shall have the meanings as provided when such terms are not listed below.

"**Contract Year**" means the twelve-month period during the Term that commences on January 1 and runs up to and through the end of the day on December 31 of each calendar year. However, since the Effective Date of this Contract begins after January 1, "Contract Year one" is a truncated period that commences on the Effective Date of July 1, 2024, and run up to and through the end of the day on December 31, 2024.

"Covered Services" has the meaning provided for in OAR 410-115-0005.

"Contract Effective Date" means the date this Contract became effective, as identified in Sec. 1 of the General Provisions of this Contract.

"Medicaid Contract" means the Oregon Health Plan, Health Plan Services Contract, Coordinated Care Organization Contract # 161759 awarded to Contractor for Medicaid services in the same Service Area as this Contract as a result of RFA OHA-4690-19, entered into by Contractor and OHA, effective as of October 1, 2019, as may be amended or restated from time to time.

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"Oregon Health Plan Plus" and **"OHP Plus"** each means the benefit package described in OAR 410-120-1210.

"Oregon Health Plan Bridge - Basic Health Program" and **"OHP Bridge - BHP"** each means the Basic Health Program that arose out of Enrolled Oregon House Bill 4035 (2022 Regular session), through which individuals identified in OAR 410-115 are to receive health care in accordance with Section 1331 of the Patient Protection and Affordable Care Act of 2010, 42 CFR Part 600, and OAR Chapters 410 and 309, and any other Oregon Administrative Rules that may be applicable to this Contract.

"OHP Bridge - BHP Members" and **"Members"** each means some or all of the individuals enrolled in the OHP Bridge program and entitled to the services agreed to under this Contract.

"Term" means, notwithstanding ORS 414.590(2)(a) but in accordance with Enrolled Oregon House Bill 2446 (2023), the Term that Contractor is required to provide services to Members under this Contract commencing on July 1, 2024, and expiring, unless earlier terminated or not Renewed in accordance with Sec. 1.2 of the General Provisions and as otherwise provided for in this Contract, December 31, 2026.

[Remainder of page intentionally left blank]

Exhibit B – Statement of Work – Part 1 – Governance and Organizational Relationships

1. Governing Board and Governance Structure

a. Contractor shall establish and maintain, and operate its organization at the direction of, a Governance Structure that complies with the requirements of ORS 414.572(2)(o) and OAR 410-141-3715.

b. Contractor shall annually provide OHA with either a (i) then-current organizational chart or (ii) a list that presents the identities of, and interrelationships between, the parent entity or organization, Contractor, Affiliated insurers, Affiliated reporting entities, and other Affiliates. The organizational chart or list must show all lines of ownership or Control up to Contractor's ultimate Controlling Person, all subsidiaries of Contractor, and all Affiliates of Contractor that are relevant to the Application that Contractor submitted in response to RFA OHA-4690-19.

(1) In the event there are interrelationships of 50/50% ownership, footnote any voting rights preferences that one of the Persons may have.

(2) For each entity or organization, identify the:

(a) corporate structure, two–character state abbreviation of the state of domicile, and

(b) Federal Employer's Identification Number, and NAIC code for insurers.

(3) A completed Schedule Y of the NAIC Annual Statement Blank—Health is acceptable to supply any of the information required under this Para. b., Sec. 1, of this Ex. B, Part 1.

(4) If any subsidiary or other Affiliate performs business functions for Contractor, describe the functions in general terms.

c. Contractor shall annually provide OHA with a description of Contractor's Governing Board's key committees, including each committee's composition, reporting relationships and responsibilities, oversight responsibility, Monitoring activities, and other activities performed.

d. Contractor shall submit its then-current organizational chart or list as required under Para b. above of this Sec. 1 and its Governing Board and its key committee descriptions as required under Para. c above of this Sec. 1 to OHA, via Administrative Notice, by no later than January 30 of Contract Years two and three.

2. Clinical Advisory Panel

The terms and conditions of Section 2, Exhibit B, Part 1 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

3. [RESERVED]

4. Innovator Agent and Learning Collaborative

The terms and conditions of Section 4, Exhibit B, Part 1 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

[Remainder of page intentionally left blank]

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Exhibit B – Statement of Work – Part 2 – Covered and Non-Covered Services

1. Covered Services

The terms and conditions of Section 1, Exhibit B, Part 2 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

2. Provision of Covered Services

The terms and conditions of Section 2, Exhibit B, Part 2 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

3. Authorization or Denial of Covered Services

The terms and conditions of Section 3, Exhibit B, Part 2 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

4. Covered Service Component: Crisis, Urgent and Emergency Services

The terms and conditions of Section 4, Exhibit B, Part 2 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

5. Covered Service Component: Covered Service Component: Non-Emergent Medical Transportation (NEMT)

The terms and conditions of Section 5, Exhibit B, Part 2 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

6. Covered Service Components: Covered Service Components: Preventive Care, Family Planning, Sterilizations & Hysterectomies and Post Hospital Extended Care

The terms and conditions of Section 6, Exhibit B, Part 2 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

7. Covered Service Component: Medication Management

The terms and conditions of Section 7, Exhibit B, Part 2 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

8. Covered Service Components: Other Services

a. Intensive Care Coordination

(1) In addition to providing general Coordinated Care Services, Contractor is responsible for assessing, making available, and providing Intensive Care Coordination services in accordance with the requirements set forth in (i) OAR 410-141-3870; (ii) this Para. a., Sec. 8, Ex. B, Part 2; (iii) Sec. 9, Para. b, Ex. B, Part 4; (iv) Ex. M; and (v) as may be provided for elsewhere in this Contract. Without limiting the foregoing, Contractor shall:

(a) Without requiring a referral, automatically assess all Members of Prioritized Populations for ICC services. Contractor shall make Trauma Informed, Culturally and Linguistically Appropriate ICC services available to all Members of Prioritized Populations who qualify, as a result of such assessment, for such services.

(b) **[RESERVED]**

(c) **[RESERVED]**

(d) Assess all Members not identified in Sub.Paras. (a)-(c) above of this Sub.Para. (1), Para. a, Sec. 8, Ex. B, Part 2, for ICC services when referred by any of the referrers listed below and make Trauma Informed, Culturally and Linguistically Appropriate

ICC services available to all referred Members who qualify for such services as a result of the screening.

(i) The Member themselves,

(ii) The Member's Representative, and

(iii) A Provider

(e) Assess Members who exhibit inappropriate, disruptive, or threatening behaviors in a Practitioner's office or clinic or other health care setting for ICC services.

(f) **[RESERVED]**

(g) Respond to requests for Intensive Care Coordination assessment services with an initial response by the next Business Day following the request.

(h) Periodically inform all Participating Providers of the availability of ICC services, providing training to PCPCHs and other PCPs staff regarding the Intensive Care Coordination assessments and services and other support services available to Members.

(i) Ensure that a Member's DHS Area Agency on Aging/Aging and People with Disabilities Office, Office of Developmental Disability Services or local Developmental Disability services provider, long term care provider(s), or Long Term Services and Supports case manager and provider(s) have a direct method to contact the Member's ICC Care Coordination team.

(j) Ensure that the Member's ICC Care Coordinator's name and telephone number are available to agency staff and Members or Member Representatives when ICC services are provided to the Member.

(k) Ensure that the number of Members who are assigned to each ICC Care Coordinator does not exceed each ICC Care Coordinator's capacity to meet all the ICC needs of such assigned Members.

(2) Contractor shall maintain ICC policies and procedures that comply with OAR 410-141-3870, the criteria set forth in this Sec. 8, as well as the criteria and requirements set forth in Sec. 9, Para. a, Ex. B, Part 4, and Ex. M of this Contract. Contractor's ICC policies and procedures must also include a narrative that details how such policies and procedures will enable Contractor to meet the needs, in complexity, scope, and intensity, of all Members, who qualify for ICC services. Contractor shall submit its ICC policies and procedures to OHA, via Administrative Notice, for review and approval as follows: (i) by January 31 of each Contract Year; (ii) upon any material change to such policies and procedures; and (iii) within five Business Days of request, as made by OHA from time to time. Contractor shall not implement changes in its ICC policies and procedures until approved in writing by OHA. If no changes have been made to Contractor's ICC policies and procedures since last approved by OHA, Contractor may, for its annual January 31 submission, submit to OHA via Administrative Notice, an Attestation stating that no changes have been made. OHA will notify Contractor within thirty (30) days from the due date, or within thirty (30) days from the received date if after the due date, of the approval status of its ICC policies and procedures; OHA will notify Contractor within the same period if additional time is needed for review. In the event OHA determines Contractor's ICC policies and procedures do not comply with the criteria set forth herein, Contractor shall follow the process set forth in Sec. 5 of Ex. D.

b. Tobacco Cessation

Contractor shall provide Culturally and Linguistically Appropriate tobacco dependence Assessments and cessation intervention, treatment, and counseling services. Such services must be provided on a systematic and on-going basis that is consistent with recommendations listed in the Tobacco Cessation standards located at: http://www.oregon.gov/oha/PH/PREVENTIONWELLNESS/TOBACCOPREVENTION/Documents/tob_cessation_coverage_standards.pdf.
Contractor shall make these services available to all Members assessed to use tobacco products including smokeless, dissolvable, electronic vapor, pipes, and cigars. Contractor shall establish a systematic mechanism to document and report dependency and cessation services. Contractor may refer to accepted published Evidence-Based Community Standards, the national standard, or as set forth under OAR 410-130-0190.

c. [RESERVED].

d. Oral Health Services

(1) Contractor shall provide to Members all Oral Health Covered Services within the scope of the Member's Benefit Package of Dental Services, in accordance with the terms of this Contract and as set forth in OAR Chapter 410, Division 141 applicable to Dental Care Organizations.

(2) Contractor shall establish written policies and procedures for routine oral care, Urgent oral care, and Dental Emergency Services for children, pregnant individuals, and non-pregnant individuals that are consistent with OAR 410-141-3515. The policies and procedures must describe when treatment of an emergency Oral Health condition or urgent Oral Health condition should be provided in an ambulatory dental office setting, and when Dental Emergency Services should be provided in a Hospital setting.

(a) Routine Oral Health treatment or treatment of incipient decay does not constitute emergency care.

(b) The treatment of an emergency Oral Health condition is limited to Covered Services. OHA recognizes that some Non-Covered Services may meet the criteria for treatment of an emergency Oral Health condition; however, this Contract does not extend to those Non-Covered Services.

(3) Contractor shall make all reasonable efforts for its qualified representatives to meaningfully participate in OHA meetings and workgroups relating to the advancement and improvement of Oral Health in the state. Further, Contractor shall make all reasonable efforts to meaningfully engage third-party Oral Health stakeholders in meetings and activities that advance and improve Oral Health for Contractor's Members. Third-party Oral Health stakeholders may include dental providers, Subcontracted Dental Care Organizations, and other similarly interested third-parties.

e. Telehealth Services

Contractor shall ensure that Telehealth services meet all applicable requirements of OAR 410-141-3566, including requirements relating to Telehealth reimbursement, service delivery, patient

choice and consent, access to care, and compliance with federal and state privacy and confidentiality rules.

9. Non-Covered Health Services with Care Coordination

Contractor must provide information in its Member Handbook about the availability of support from Contractor to access and coordinate care for Non-Covered Health Services with Care Coordination described in this Sec. 9 and how to request such support from Contractor. Additionally, Contractor is responsible for ensuring its Members have access to NEMT services for the services described in this Sec. 9.

a. Except as provided in Sec. 10 below of this Ex. B, Part 2, Contractor shall coordinate services for each Member who requires health services not covered under this Contract. Such services not covered include, but are not limited to, the following:

(1) Out-of-Hospital birth (OOHB), also known as Planned Community Birth (PCB), services including prenatal and postpartum care for individuals meeting criteria defined in OAR 410-130-0240. Specifically, OHA will be responsible for providing and paying for Care Coordination related to maternity care and primary OOHB services for those Members approved for OOHBs as well as for those Members in provisionally approved status. Further, OHA will be responsible for providing and paying for newborn initial assessment and newborn bloodspot screening test, including the screening kit obtained through Oregon State Public Health Laboratory. OHA will also be responsible for, with the assistance of Contractor, providing Care Coordination for the services ancillary to OOHBs including, but not limited to, pharmacy, ultrasounds, labs, prenatal vitamins, and all other Covered Services related to typical maternity care. However, Contractor shall be responsible for payment of the foregoing typical ancillary maternity care services and continue to be responsible for providing Care Coordination and payment of Covered Services other than those related to maternity care. OHA shall provide Contractor with a list of Members approved and not approved for OOHB services on a regular basis;

(2) Long Term Services and Supports, notwithstanding exclusion from Contractor reimbursement pursuant to 410-115-0005; and

(3) Family Connects Oregon services, notwithstanding exclusion from Contractor reimbursement.

b. Contractor shall assist its Members in gaining access to certain Behavioral Health services that are Carve-Out Services, including but not limited to the following:

(1) Standard therapeutic class 7 & 11 Prescription drugs, Depakote, Lamictal and their generic equivalents dispensed through a licensed pharmacy. These medications are paid through OHA's Fee for Service system;

(2) **[RESERVED];**

(3) **[RESERVED];**

(4) **[RESERVED];**

(5) Investigation of Members for Civil Commitment;

(6) **[RESERVED];**

(7) **[RESERVED];**

(8) **[RESERVED];**

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(9) **[RESERVED];**

(10) Residential mental health services for Members 18 years of age and older provided in licensed Community treatment programs;

(11) Abuse investigations and protective services as described in OAR Chapter 407, Division 45 and ORS 430.735 through 430.765;

(12) **[RESERVED];** and

(13) Enhanced Care Services and Enhanced Care Outreach Services as described in OAR 309-019-0155.

10. Non-Covered Health Services without Care Coordination

a. Contractor must provide information in its Member Handbook about the availability of support from OHA or its designee to access Non-Covered Health Services without Care Coordination described in this Para. a. of Sec. Additionally, Contractor is responsible for ensuring its Members have access to NEMT services for the services described in this Para. a. of Sec. 10. Non-Covered Services for which Contractor is not required to provide Care Coordination include, but are not limited, to:

(1) Physician assisted suicide under the Oregon Death with Dignity Act, ORS 127.800-127.897;

(2) **[RESERVED];**

(3) School-Based Health Services that are Covered Services provided in accordance with Individuals with Disabilities Education Act requirements that are reimbursed with the educational services program;

(4) Administrative examinations requested or authorized in accordance with OAR 410-130-0230; and

(5) Abortions.

b. **[RESERVED]**

11. In Lieu of Services (ILOS)

Pursuant to 42 CFR § 438.3(e)(2), Contractor may offer In Lieu of Services to Members. OHA will provide Contractor with a Guidance Document about In Lieu of Services. Such Guidance Document is located on the CCO Contract Forms Website and will be updated from time to time as may be necessary.

a. The settings or services listed below are determined by OHA to be a Medically Appropriate and Cost-Effective substitute for a Covered Service consistent with provisions in OAR 410-141-3820. Contractor may choose to offer one or more of the following ILOS:

(1) **Peer and Qualified Mental Health Associate Services - Alternative Setting**

State Plan Service(s) In Lieu of: Psychosocial rehabilitation services.
Target Population: Members with Behavioral Health conditions and/or health-related social needs (such as homelessness) that exacerbate or prevent effective treatment of Behavioral Health conditions.

Service Description: Outreach and engagement services provided by certified Peer Support Specialists, Peer Wellness Specialists, or Qualified Mental Health Associates, to engage Members in their care and provide ongoing support for enhancing wellness management, coping skills, independent living skills, and assistance with recovery. Services may be

offered either prior to or after assessment and diagnosis, in clinical or community settings, in individual or group sessions, and may include drop-in services, care transition services, culturally specific services, and services focused on specific OHP populations.

(2) Community Health Worker Services - Alternative Setting

State Plan Service(s) In Lieu of: Office or other outpatient visit, preventive medicine counseling or risk factor reduction (or both), skills training and development, comprehensive community support services.

Target Population: Children and adults with (i) chronic conditions, (ii) Behavioral Health conditions, or (iii) health-related social needs (such as homelessness), or (iv) all or any combination of the foregoing, that exacerbate or prevent effective treatments.

Service Description: Evaluation and management of Members in community settings, such as housing or social service agencies that provide Culturally and Linguistically Appropriate Services but may or may not be able to independently bill for services. Services include providing preventive medicine counseling or risk factor reduction (or both), skills training and development, and comprehensive community support services. Services provided will support Members to navigate the healthcare system, facilitate Member attendance at medical and other appointments, contribute to care team/planning, explain health and healthcare information, and help understand needs and locate services.

(3) Online Diabetes Self-Management Programs

State Plan Service(s) In Lieu of: Diabetes outpatient self-management training services.

Target Population: Members with diagnosis of type 1 or type 2 diabetes.

Service Description: Online training, support, and guidance provided by health coaches in synchronous or asynchronous individual or group sessions aimed at assisting Members in controlling their daily blood glucose levels, empowering Members to manage their diabetes, and engaging Members in preventive health habits. These organizations may or may not be able to independently bill for these services.

(4) National Diabetes Prevention Program - Alternative Setting

State Plan Service(s) In Lieu of: National Diabetes Prevention Program Services.

Target Population: Members 19 years of age or older who have a body mass index of 25 or higher (23 or higher if Asian American), not previously diagnosed with type 1 or type 2 diabetes, and not pregnant.

Service Description: Provision of the National Diabetes Prevention Program (National DPP) by a Centers for Disease Control and Prevention (CDC) recognized program delivery organization. This ILOS supports provision of the National DPP by community organizations that do not have billing infrastructure but are otherwise eligible to be DPP providers.

(5) Chronic Disease Self-Management Education Programs - Alternative Setting

State Plan Service(s) In Lieu of: Patient self-management and education.

Target Population: Members at risk of developing type II diabetes; Members with type I or type II diabetes; Members with an identified fall risk under 65; Members 65 and older (for fall prevention programs); Members with arthritis.

Service Description: Self-management programs to help Members diagnosed with chronic diseases gain the knowledge and skills needed to modify their behavior and successfully self-manage their disease and its related conditions. Programs supported by OHA for this ILOS include the following covered programs offered in community settings: diabetes prevention programs (non-CDC recognized, or CDC-recognized), Diabetes Self-Management Program, Programa de Manejo Personal de la diabetes, Diabetes Self-Management Education and Support (DSMES), Walk with Ease Program, Stepping On: Falls Prevention Program, Tai Ji Quan: Moving for Better Balance, Matter of Balance, Otago Exercise Program, and other cultural, linguistic, or physically accessible adaptations of these programs. These organizations may or may not be able to independently bill for these services.

(6) [RESERVED]

(7) Lactation Consultations – Alternative Setting

State Plan Service(s) In Lieu of: Lactation consultations in office or other outpatient settings.

Target Population: Postpartum individuals and their infants from marginalized populations at higher risk of failure to breast/chest feed, Cesarean births, prenatal substance use, first time parents, individuals recommended for lactation consultations by birth attendant or care team, pediatrician, Women and Infant Children staff, Family Connects home visitor or other maternity case management program.

Service Description: Preventive medicine and risk reduction counseling provided by a registered nurse or a Traditional Health Worker with training in lactation (such as a certified lactation education counselor or certified breastfeeding specialist training) in a community setting that may or may not be able to independently bill for those services.

(8) STI, Including HIV, Testing and Treatment Services – Alternative Setting

State Plan Service(s) In Lieu of: Office or other outpatient visit.

Target Population: Members seeking testing and/or treatment for sexually transmitted infections (STI), including HIV, syphilis, gonorrhea, chlamydia, and other infections.

Service Description: Office or other outpatient visit for evaluation and management of a new or established patient. Preventive medicine counseling or risk factor reduction interventions provided to an individual. High intensity behavioral counseling to prevent sexually transmitted infection, which may: (i) be provided individually and face-to- face to Members and (ii) include education, skills training, and guidance on how to change sexual behavior, and (iii) be performed semi-annually, 30 minutes. The testing and treatment may involve venipuncture. Services to be provided by a registered nurse, physician’s assistant, nurse practitioner, or physician in community settings, such as Local Public Health Authority clinics, community-based agency clinics, or testing events, or any combination thereof.

(9) Traditional Health Worker Services for HIV/STI Disease Management – Alternative Setting

State Plan Service(s) In Lieu of: Office or other outpatient visit, preventive medicine counseling and/or risk factor reduction, skills training and development, comprehensive community support services.

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Target Population: Members at risk for or diagnosed with HIV or other STI.

Service Description: Evaluation and management of a Member will take place in community settings, such as community HIV/STI clinics, community-based organizations, syringe service programs, mobile clinics, and community-based outreach events and testing. Services include providing preventive medicine and high-intensity behavioral counseling or risk factor reduction (or both), skills training and development, and comprehensive community support services. Services provided will: (i) support Members in navigating the healthcare system, (ii) facilitate Member attendance at medical and other appointments, (iii) contribute to the Member's care team/planning, (iv) explain health and healthcare information in a manner that the Member understands, and (v) help the Member understand their own needs and locate services.

b. Contractor is not required to offer ILOS to Members. Notwithstanding the foregoing, Contractor shall consider using alternative services including ILOS and Health-Related Services when such use could improve a Member's health or resource efficiency (or both).

c. Contractor does not have the right to require Members to use ILOS in place of a Covered Service.

d. If Contractor offers ILOS, Contractor must ensure the ILOS are available to all Members who qualify.

e. Contractor shall only implement ILOS specified in this Sec. 11. OHA will inform Contractor about the process for proposing new ILOS in the ILOS Guidance Document.

f. Contractor shall indicate in its Member Handbook whether it offers ILOS and, if it does, Contractor will identify which ILOS it does offer.

g. In the event Contractor offers ILOS, Contractor shall identify ILOS Providers in the Provider directory as described in Ex. B, Part 3, Sec. 6. Additionally, OHA may require Contractor to identify ILOS Providers in its quarterly Delivery System Network (DSN) Provider Capacity Report described in Ex. G, Sec. 2. OHA will notify Contractor, via Administrative Notice, about the effective date for inclusion of ILOS Providers in the quarterly DSN Provider Capacity Report.

h. Contractor may add or remove ILOS annually.

(1) Prior to removal of an ILOS, Contractor shall ensure that no Member who has been authorized to receive an ILOS has their ILOS disrupted by the change by either permitting such Member to complete the authorized service or by seamlessly transitioning the Member to another Medically Appropriate service or program that adequately meets the Member's needs.

(2) Contractor shall notify Members in writing at least thirty (30) days in advance if the ILOS they are receiving will be discontinued.

i. Contractor shall ensure its contracted ILOS Providers have sufficient capacity to receive referrals for all Members who have been authorized to receive the approved, agreed-upon ILOS.

j. Contractor shall follow the process for Grievances and Appeals outlined in Ex. I for any Member whose request for authorization of an ILOS is denied, in full or part.

k. Contractor shall have written policies and procedures for ILOS Provider referrals. Contractor shall provide OHA, via Administrative Notice, with such policies and procedures within five (5) Business Days of request by OHA.

l. Contractor shall reimburse contracted ILOS Providers for the provision of authorized ILOS to Members. To the greatest extent possible, Contractor shall ensure ILOS Providers submit a claim for ILOS. In the event an ILOS Provider is unable to submit a claim, Contractor shall document the ILOS in the manner specified in the Guidance Document provided by OHA and posted on the OHA CCO Contract Forms Website.

m. OHA will include utilization of, and costs associated with, an ILOS in its development of CCO Payment Rates.

n. Contractor shall cooperate with OHA's efforts to comply with the contracting, reporting, and rate-setting requirements for ILOS as specified in 42 CFR § 438.3(e)(2). Contractor shall report the effectiveness of the use of ILOS in improving health and deterring higher cost care. Such reporting will be accomplished through an OHA developed monitoring and oversight process.

12. [RESERVED]

13. Early and Periodic Screening, Diagnostic, and Treatment (EPSDT)

a. Contractor shall meet the following requirements relating to Early and Periodic Screening, Diagnostic, and Treatment services for Members age 19 to 21:

(1) *Informing requirements:*

(a) Contractor shall include, at a minimum, the information about EPSDT services listed below in its Member Handbook and on its website.

(i) The benefits of preventive health care;

(ii) The services available under the EPSDT program and where and how to obtain those services;

(iii) That the services provided under the EPSDT program are without cost to the Member;

(iv) That Non-Emergent Medical Transportation (NEMT) services are available for EPSDT services upon request; and

(v) That assistance with scheduling appointments for EPSDT services is available upon request.

(b) Contractor shall inform Members or their Representatives who have not utilized EPSDT services of the availability of such services on an annual basis, following initial notification by provision of the Member Handbook.

(2) *Screening requirements:* Contractor shall provide and pay for EPSDT screening services identified in OAR Chapter 410, Division 151, consistent with Ex. B, Part 2, Sec. 6 and in accordance with the periodicity schedule specified in the applicable guideline note in the Prioritized List for screenings other than Oral Health. The periodicity schedule for Oral Health screening is available on OHA's OHP Dental Services Program webpage (https://www.oregon.gov/oha/HSD/OHP/Pages/Policy-Dental.aspx).

(a) *Diagnosis and treatment requirements:* Contractor shall provide and pay for Covered Services indicated by EPSDT screenings consistent with Ex. B, Part 2, Sec. 6.

(3) Timeliness requirement: Contractor shall ensure timely initiation of treatment for Members with health care needs identified through EPDST screenings.

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(4) Contractor shall provide and pay for Members' NEMT services consistent with Ex. B, Part 2, Sec. 5 and OAR 410-141-3920.

(5) Contractor shall provide assistance, upon request, to Members or their Representatives in scheduling appointments and arranging for NEMT services consistent with 42 CFR § 441.62.

(a) If Contractor requires the Member's Primary Care Provider to provide assistance with scheduling appointments and arranging for NEMT services, Contractor shall specify such requirement in its written agreement with the Provider.

(6) Contractor shall provide referral assistance to Members or their Representatives for Covered Services and Non-Covered Services needed as a result of conditions disclosed during screening and diagnosis. Contractor shall also provide referral assistance to Members or their Representatives for, including but not limited to, social services, education programs, and nutrition assistance programs.

(7) Contractor shall not deny a Prior Authorization (PA) request or claim for payment of a healthcare service for a Member under age 21 without first reviewing it for Medical Necessity and Medical Appropriateness. If Contractor determines that the service is both Medically Necessary and Medically Appropriate, the PA request or claim must be approved regardless of whether: (i) it is below the funding line on the Prioritized List; or (ii) the associated diagnosis and procedure codes are not a Condition/Treatment Pair on the Prioritized List; or (iii) the service does not appear on the Prioritized List; or (iv) any combination thereof. Contractor's process for reviewing such PA requests and claims must comply with federal EPSDT requirements.

(8) OHA has developed a Guidance Document to assist Contractor with understanding the EPSDT requirements set forth in this Sec. 13. The Guidance Document includes information about the circumstances under which Contractor may deny a PA request or claim for a Member under age 21, as permitted by Applicable Law. The Guidance Document is located on the EPSDT webpage at https://www.oregon.gov/oha/HSD/OHP/Pages/EPSDT.aspx and will be updated from time to time as may be necessary.

14. [RESERVED]

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Exhibit B – Statement of Work – Part 3 – Patient Rights and Responsibilities, Engagement and Choice

1. Member and Member Representative Engagement in Member Health Care and Treatment Plans

The terms and conditions of Section 1, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

2. Member Rights and Responsibilities

The terms and conditions of Section 2, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

3. Provider's Opinion

The terms and conditions of Section 3, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

4. Informational Materials for Members and Potential Members: General Information and Education

The terms and conditions of Section 4, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

5. Informational Materials for Members and Potential Members: Member Handbook

The terms and conditions of Section 5, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

6. Informational Materials for Members and Potential Members: Provider Directory

The terms and conditions of Section 6, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

7. Grievance and Appeal System

The terms and conditions of Section 7, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

8. Enrollment

a. An individual becomes a Member for purposes of this Contract in accordance with OAR Chapter 410, Division 115 and OAR 410-200-0015 as of the date of Enrollment with Contractor. As of the date of Enrollment, Contractor shall provide all Covered Services to such Member as required by the terms of this Contract.

b. The provisions of this Sec. 8, Ex. B, Part 3 apply to all Enrollment arrangements as specified in OAR 410-141-3805. OHA will enroll a Member with the CCO selected by the Member. If an eligible Member does not select a CCO, OHA may assign the Member to a CCO selected by OHA in accordance with 42 USC § 1396u-2(a)(4)(D). Contractor shall accept, without restriction, all eligible Members in the order in which they apply and are Enrolled with Contractor by OHA, unless Contractor's Enrollment is closed as provided for Para. d of this Sec. 8, Ex. B, Part 3.

c. Contractor shall not discriminate against individuals eligible to Enroll, nor Disenroll, on the basis of health status, the need for health services, race, color, national origin, religion, sex, sexual orientation, marital status, age, gender identity, or disability and shall not use any policy or practice that has the effect of discriminating on the basis of such foregoing characteristics or circumstances.

d. Enrollment with Contractor may be closed by: (i) OHA upon Administrative Notice to Contractor's Contract Administrator, or (ii) by Contractor upon Administrative Notice to OHA's

designated OHA CCO Coordinator, if and when Contractor's maximum Enrollment has been reached, or for any other reason mutually agreed to by OHA and Contractor, or as otherwise authorized under this Contract or OAR 410-141-3805.

e. Enrollment with Contractor may be closed by OHA if Contractor fails to maintain an adequate Provider Network sufficient to ensure timely Member access to services.

f. If OHA Enrolls a Member with Contractor in error and the Member has not received services from another CCO, OHA will apply the Disenrollment rules in OAR 410-141-3810 and may retroactively Disenroll the Member from Contractor and enroll the Member with the originally intended CCO up to sixty (60) days from the date of the erroneous Enrollment, and the CCO Payment to Contractor will be adjusted accordingly.

g. Contractor shall provide Enrollment reconciliation as described in Sec. 11 below of this Ex. B, Part 3.

h. Contractor shall actively support Full Benefit Dual Eligible (FBDE) Member enrollment decisions by providing information about opportunities to align and coordinate Medicaid benefits with Contractor's Affiliated or Contracted Medicare Advantage or Dual Special Needs Plan. This includes ensuring newly Medicare eligible members receive information about the affiliated Medicare Advantage or Dual Special Needs Plan at least sixty (60) days prior to the Medicare effective date.

i. Contractor shall actively support enrollment transition of Members to ensure the highest level of coverage for physical health, Behavioral Health, and Oral Health services, as relevant.

9. Disenrollment

The terms and conditions of Section 9, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

10. Member Benefit Package Changes

The terms and conditions of Section 10, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

11. Enrollment Reconciliation

The terms and conditions of Section 11, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

12. Identification Cards

The terms and conditions of Section 12, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

13. Marketing to Potential Members

The terms and conditions of Section 13, Exhibit B, Part 3 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

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Exhibit B – Statement of Work – Part 4 – Providers and Delivery Systems

1. Integration and Coordination

The terms and conditions of Section 1, Exhibit B, Part 4 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

2. Access to Care

Contractor shall provide Culturally and Linguistically Appropriate Services and supports in locations as geographically close as possible to where Members reside or seek services. Contractor shall also provide a choice of Providers (including physical health, Behavioral Health, Providers treating Substance Use Disorders, and Oral Health) who are able to provide Culturally and Linguistically Appropriate Services within the Delivery System Network that are, if available, offered in non-traditional settings that are accessible to Families, diverse Communities, and underserved populations.

a. Contractor shall meet, and require all Providers to meet, OHP standards for timely access to care and services, taking into account the urgency of need for services. Contractor shall comply with OAR 410-141-3515 and 410-141-3860. Contractor shall make Covered Services available twenty-four (24) hours a day, seven (7) days a week, when Medically Appropriate. Contractor shall prioritize timely access to care for Prioritized Populations as set forth in Sec. 9 below of this Ex. B, Part 4. And, as provided for under OAR 410-141-3515, access to care must be provided to certain Members as follows:

(1) Pregnant individuals and IV drug users must be provided with an immediate assessment and intake;

(2) Those with opioid use disorders must be provided with an assessment and intake within seventy-two (72) hours;

(3) Veterans and their families must be provided with an immediate assessment and intake;

(4) Those requiring Medication Assisted Treatment (MAT) must be provided with an assessment and induction no more than seventy-two (72) hours but Contractor shall undertake and document efforts to provide care as soon as possible and consider providing ICC Services as applicable under OAR 410-141-3870. With respect to those requiring MAT, Contractor shall also:

(a) Assist such Members in navigating the health care system and utilize Community resources such as Hospitals, Peer Support Specialists, and the like, as needed until assessment and induction can occur;

(b) Ensure Providers provide interim services daily until assessment and induction can occur and barriers to medication are removed. Such daily services may include utilizing the Community resources identified in Sub. Para. (4)(a) above of this Para. a, Sec. 2, Ex. B, Part 4 or other types of Provider settings. In no event shall Contractor or its Provider require Members to follow a detox protocol as a condition of providing such Members with assessment and induction;

(c) Provide such Members with an assessment that includes a full physical as well as a bio-psycho-social spiritual assessment and prescribe and deliver any necessary medication taking into consideration the results of such assessment and also the potential risks and harm to the Member in light of the presentation and circumstances; and

(d) Provide no less than two (2) follow up appointments to such Members within one (1) week after the assessment and induction.

(5) For Members with Special Health Care Needs or receiving Long Term Services and Supports determined through an assessment to need a course of treatment or regular care Monitoring (regardless of whether Contractor is paying for the Member to receive such services under this Contract) Contractor shall have a mechanism in place to allow Members to directly access a Specialist (for example, through a standing Referral or an approved number of visits), as appropriate for the Member's condition and identified needs. Contractor shall ensure the services supporting Members with ongoing or chronic conditions, or who require Long-Term care and Long Term Services and Supports, are authorized in a manner that reflects each such Member's ongoing need for such services and supports and does not create a burden to Members who need medications or services to appropriately care for chronic conditions; and

(6) Regardless of whether Contractor is paying for the Member to receive such services under this Contract, Contractor shall have policies and mechanisms for producing, in consultation with the appropriate Providers, including Medicare Providers, an integrated treatment or care plan, or transition of care plan for Members:

(a) With Special Health Care Needs,

(b) Receiving Long Term Services and Supports,

(c) Who are transitioning from a Hospital or Skilled Nursing Facility care,

(d) Who are transitioning from institutional or in-patient Behavioral Health care facilities,

(e) Who are receiving Home and Community Based Services for Behavioral Health conditions, and

(f) FBDE Members enrolled in Contractor's Affiliated MA or Dual Special Needs Plans in order to meet CMS goals for reducing duplication of assessment and care planning activities for improved coordination and Member outcomes.

b. Report the barriers to access to care for such Members and draft a strategic plan for removing such barriers. Such Report and strategic plan must be provided to OHA upon request. Contractor may request technical support from OHA to assist with the efforts required hereunder.

c. For routine Oral Health care Members shall be seen within eight (8) weeks, unless there is a documented, special clinical reason which would require longer access time. Pregnant individuals shall be provided Oral Health care according to the timelines outlined in OAR 410-123-1510.

d. Contractor shall ensure that Providers do not discriminate between Members and non-OHP persons with respect to benefits and services to which they are both entitled and shall ensure that Providers offer hours of operation to Members that are no less than those offered to non-Members as provided in OAR 410-141-3515.

e. Contractor shall provide each Member with an opportunity to select an appropriate Behavioral Health Practitioner and service site.

f. Contractor does not have the right to, and shall not, deny Covered Services to, or request Disenrollment of, a Member based on disruptive or abusive behavior resulting from symptoms of a mental or Substance Use Disorders or from any other disability. Contractor shall develop appropriate Treatment Plans with such Members and their Families or advocates to manage such behavior.

g. Contractor shall implement mechanisms to Assess each Member with Special Health Care Needs and Members receiving Long Term Services and Supports (regardless of whether Contractor is paying for the Member to receive such services under this Contract) in order to identify any ongoing special conditions that require a course of physical health, Behavioral Health services, or care management, or all or any combination thereof. The Assessment mechanisms must use appropriate health care professionals. For those Members with Special Health Care needs and Members receiving Long Term Services and Supports who are determined to need a course of treatment or regular care Monitoring (regardless of whether Contractor is paying for the Member to receive such services under this Contract), Contractor shall:

(1) Develop and implement a written Intensive Care Coordination Plan. Each Member's ICCP must be: (i) developed by such Member's Intensive Care Coordinator with Member participation and in consultation with any Specialists caring for the Member; (ii) approved by Contractor in a timely manner; and (iii) revised upon Assessment of function, need, or at the request of the Member. Such revisions must be done at least every three months for Members receiving ICC Services and every twelve (12) months for other Members, if approval is required. All ICCPs must be developed in accordance with any applicable OHA quality Assessment and performance improvement and Utilization Review standards;

(2) Assist such Members in gaining direct access to Medically Appropriate care from physical health or Behavioral Health Specialists, or both, for treatment of the Member's condition and identified needs including the assistance available through Intensive Care Coordinators if appropriate; and

(3) Contractor shall implement procedures to share with such Member's Primary Care Provider the results of its identification and Assessment so that those activities are not duplicated. Contractor's procedures shall also require that the Members' Assessments be shared with other MCEs serving the Members. Such coordination and sharing of information must be conducted in accordance with Applicable Laws governing confidentiality.

h. Contractor shall comply with the requirements of Title III of the Americans with Disabilities Act and Title VI of the Civil Rights Act by assuring communication and delivery of Covered Services to Members with diverse cultural and ethnic backgrounds. Contractor shall, in order to ensure the communication about, and delivery of, Covered Services in compliance with such Acts, provide, without limitation:

(1) Certified or Qualified Health Care Interpreter services for those Members who have difficulty communicating due to a medical condition, a disability, or have limited English proficiency; or

(2) Auxiliary aids and services when no adult is available to communicate in English or Certified or Qualified Health Care Interpreters cannot be made available by telephone.

i. Contractor shall maintain written policies, procedures, and plans relating to the communication about, and delivery of Covered Services in compliance with Para. h above of this Section in accordance with the requirements of OAR 410-141-3515.

j. Contractor shall comply with the requirement of Title III of the Americans with Disabilities Act by ensuring that services provided to Members with disabilities are provided in the most integrated setting appropriate to the needs of those Members.

k. Contractor shall ensure that its employees, Subcontractors, and facilities are prepared to meet the special needs of Members who require accommodations because of a disability or limited English proficiency. Contractor shall include in its Grievance and Appeal procedures, described in Ex. I, a

process for Grievances and Appeals concerning communication or access to Covered Services or facilities.

l. In addition to access and Continuity of Care standards specified in the rules cited in Para. a, of this Sec. 2, Ex. B, Part 4, Contractor shall develop a methodology for evaluating access to Covered Services as described in Sec. 1, Ex. G of this Contract and Continuity of Care which are consistent with the Accessibility requirements in OAR 410-141-3515, OAR 410-141-3860, and OAR 410-141-3865.

(1) Using the Interpreter Services Self-Assessment reporting template located on the CCO Contract Forms Website, Contractor shall conduct an annual language access self-assessment and submit the completed self-assessment to OHA, via Administrative Notice, by the third Monday of each January.

(2) Using the Language Access and Interpreter Services reporting template located on the CCO Contract Forms Website, Contractor shall collect and report language access and interpreter services to OHA according to the quarterly schedule and for the reporting periods specified in OAR 410-141-3515.

m. Contractor shall ensure that each Member has an ongoing source of primary care appropriate to the Member's needs and a person or entity formally designated as primarily responsible for coordinating the health care services furnished as described in OAR 410-141-3860 and required by 42 CFR 438.208 (b)(1) and (2).

n. Contractor shall, in accordance with 42 CFR § 438.14(3) permit any and all of its AI/AN Members who are eligible to receive services from an IHCP PCP who is a Participating Provider, to choose such IHCP as their PCP so long as such IHCP PCP has the capacity to provide such services.

(1) Any Referral to another Participating Provider from an IHCP PCP who is a Participating Provider shall be deemed to satisfy any of Contractor's coordination of care or Referral obligations.

o. Contractor shall provide female Members with direct access to women's health Specialists within the Provider Network for Covered Services necessary to provide women's routine and preventive health care services. This is in addition to the Member's designated PCP if the designated PCP is not a women's health Specialist.

p. Contractor shall provide for a second opinion from a Participating Provider, which may include, if appropriate, a Participating Behavioral Health Provider to determine Medically Appropriate services. If a Participating Provider cannot be arranged then Contractor shall arrange for the Member to obtain the second opinion from a Non-Participating Provider, at no cost to the Member.

q. **[RESERVED]**

r. In the event Contractor is unable to provide local access to care by Health Care Professionals or other Providers sufficiently qualified and specialized to treat a Member's condition, it must demonstrate such inability and provide reasonable alternatives to care in accordance with OAR 410-141-3515.

s. Contractor shall ensure that a Provider:

(1) Complies with the requirements of Enrolled Oregon House Bill 2359 (2021) regarding OHA's health care interpreter registry, language proficiency requirements for bilingual Providers, and documentation of all interpreter services including good faith efforts to work

with OHA Qualified or Certified Health Care Interpreters before working with an interpreter who is not listed on OHA's interpreter registry;

(2) Works with a Certified Health Care Interpreter or a Qualified Health Care Interpreter when interacting with Member, or a caregiver of a Member, who has limited English proficiency or who communicates in signed language; and

(3) Is reimbursed for the cost of the interpreter.

3. Delivery System and Provider Capacity

The terms and conditions of Section 3, Exhibit B, Part 4 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

4. Provider Selection

The terms and conditions of Section 3, Exhibit B, Part 5 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

5. Credentialing

The terms and conditions of Section 5, Exhibit B, Part 4 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

6. Patient Centered Primary Care Homes

a. Contractor shall include in its network, to the greatest extent possible, Patient-Centered Primary Care Homes as identified by OHA. Contractor shall develop and assist in advancing Providers along the spectrum of the PCPCH model (from Tier 1 to Tier 5). Contractor shall assist Providers within its delivery system to establish PCPCHs.

b. **[RESERVED]**

c. Contractor shall require its Providers to communicate and coordinate care with the PCPCH in a timely manner using electronic health information technology to the maximum extent feasible.

d. Contractor shall develop and use PCPCH and other patient-centered primary care approaches to achieve the goals of Health System Transformation.

e. Contractor shall contract with a network of PCPCHs recognized under Oregon's standards (OAR 409-055-0000 to 409-055-0090).

f. Contractor shall ensure that Members of all Communities in its Service Area receive Integrated, Culturally and Linguistically Appropriate person-centered care and services, and that Members are fully informed partners in transitioning to and maximizing the benefits of this model of care. In order to ensure Members have the ability to utilize such model of care, Contractor shall:

(1) Encourage the use of FQHCs, rural health clinics, school-based health clinics and other safety net Providers that qualify as PCPCHs to ensure the continued critical role of those Providers in meeting the health of underserved populations;

(2) Negotiate a rate of reimbursement with FQHCs and RHCs that is not less than the level and amount of payment which Contractor would make for the same service(s) furnished by a Provider which is not a FQHC or RHC, consistent with the requirements of 42 USC § 1396b (m)(2)(A)(ix) and Section 4712(b)(2) of the Balanced Budget Act of 1997;

(3) Offer contracts to all Medicaid eligible IHCPs in its Service Area, offering reimbursement at the same IHS or PPS encounter rate, as applicable to the specific IHCP, that OHA would pay the IHCP if billed to OHA for a FFS Member;

(4) **[RESERVED]**

(5) **[RESERVED]**

(6) Contractors and IHCPs interested in entering into a contract must reach an agreement on the terms of the contract within six months of expression of interest or initial discussion between Contractor and IHCP, unless an extension is agreed upon by both parties.

(a) If Contractor and IHCP do not reach an agreement on the terms of the contract within six months, the IHCP may request the assistance of a State representative to assist with negotiation of the contract.

(b) The State will use an informal process to facilitate an in-person meeting with Contractor and IHCP to assist with the resolution of issues.

(c) If an informal process does not lead to an agreement, Contractor and IHCP will use the existing dispute resolution process described in OAR 410-141-3560. The informal process shall be used as guidance and will not be binding.

(d) Upon agreement of terms Contractor and IHCP must finalize and approve the contract within ninety (90) days of reaching an agreement.

7. Care Coordination

Contractor shall provide all of the elements of Care Coordination as set forth below in this Sec. 7, Ex. B, Part 4.

a. Contractor shall support the appropriate flow of relevant information; identify a lead Provider or primary care team to manage Member care and coordinate all Member services; and, in the absence of full health information technology capabilities, implement a standardized approach to effectively plan, communicate, and implement transition and care planning and follow-up;

b. **[RESERVED]**

c. Contractor shall develop Culturally and Linguistically Appropriate tools for Provider use to assist in the education of Members about roles and responsibilities in communication and Care Coordination;

d. **[RESERVED]**

e. Contractor shall coordinate with residential Behavioral Health service Providers, including Providers outside of Contractor's Service Area, for their Members receiving both Medicaid-Funded and non-Medicaid-funded residential addictions and Behavioral Health services.

f. Contractor shall coordinate with the Oregon State Hospital, other State institutions, and other Behavioral Health Hospital settings, to facilitate Member transition into the most appropriate, independent, and integrated Community-based settings.

g. Contractor shall use Evidence-Based and innovative strategies within Contractor's delivery system to ensure coordinated and integrated person-centered care for all Members, including those with severe and persistent mental illness, Special Health Care Needs, or other chronic conditions, who, if known, receive Home and Community-Based services under the 1915(i) State Plan Amendment, or any Long Term Services and Supports through DHS (regardless of whether Contractor is paying for the Member to receive such services under this Contract) as follows:

(1) Assignment of responsibility and accountability: Contractor shall document that each Member has a PCP or primary care team that is responsible for coordination of care and transitions;

(2) Individual care plans: Contractor shall use individualized care plans to address the supportive and therapeutic and cultural and linguistic health of each Member, particularly those with ICC health needs. Contractor shall ensure that individual care plans developed for Members reflect Member, Family, or caregiver preferences and goals to ensure engagement and satisfaction; and

(3) Communication: Contractor shall encourage and work with their Providers to develop the tools and skills necessary to communicate in a Culturally and Linguistically Appropriate fashion and to integrate the use of HIE and event notification.

h. Contractor shall report on its Care Coordination activities as required by OAR 410-141-3860 and submit the report to OHA, via Administrative Notice, according to the schedule specified in the rule.

8. Care Integration

The terms and conditions of Section 8, Exhibit B, Part 4 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

9. Delivery System Dependencies

a. Intensive Care Coordination for Prioritized Populations and Members with Special Health Care Needs

(1) Contractor shall prioritize working with Members who are eligible for ICC Services and communities experiencing health disparities (as identified in the Community Health Assessment). Contractor shall actively engage such Members in accessing and managing appropriate preventive, remedial and supportive care and services to reduce the use of avoidable Emergency Department visits and Hospital admissions.

(a) [RESERVED]

(2) Contractor shall provide ICC Services as set forth in Sec. 8, Para. a., of Ex. B, Part 2 and Sec. 11 of Ex. M of this Contract.

(3) Contractor shall implement procedures to share with Participating Providers, in order to avoid the duplication of services and activities, the results of its identification and Assessment of any Member identified as (i) having Special Health Care Needs, including older adults, (ii) being blind, deaf, hard of hearing, or have other disabilities, (iii) having complex medical health needs, high health care needs, multiple chronic conditions, Behavioral Health issues, including SUD, or (iii) receiving, if known, Long Term Services and Supports including Long-Term Care or Home and Community Based Services consistent with 42 CFR § 438.208 (regardless of whether Contractor is paying for the Member to receive such services under this Contract.).

(4) Contractor shall create procedures and share information (e.g., via HIE or regularly scheduled interdisciplinary or multidisciplinary care conferences) for the purposes permitted under ORS 414.607 and subject to the information security and confidentiality requirements set forth therein as well as any other confidentiality and information security requirements of this Contract and other Applicable Laws.

(5) Contractor shall establish a system supported by written policies and procedures, for identifying, assessing and producing a Treatment Plan for each Member identified as having a special healthcare need or receiving LTSS (regardless of whether Contractor is paying for the Member to receive such services under this Contract), including a standing

Referral process for direct access to Specialists. Contractor shall ensure that each Treatment Plan:

(a) Is developed by the Member's designated PCP or other Practitioner with the Member's participation;

(b) Includes consultation with any Specialist caring for the Member;

(c) Is approved by Contractor in a timely manner, if such approval is required; and

(d) Accords with any applicable State Quality Assurance and Utilization Review standards.

b. State and Local Government Agencies and Community Social and Support Services Organizations

Contractor shall promote communication and coordination with State and local government agencies and culturally diverse Community social and support services organizations, including special education, Behavioral Health and public health, as critical for the development and operation of an effective delivery system. Contractor shall consult and collaborate with its Providers to: (i) maximize Provider awareness of available resources to ensure the health of Contractor's diverse Members, and (ii) assist Providers in referring Members to the appropriate Providers or organizations. Contractor shall ensure that the assistance provided regarding Referrals to State and local governments and Community social and support services organizations takes into account the Referral and service delivery factors identified in the Community Health Assessment and Community Improvement Plan.

c. Cooperation with Dental Care Providers

Contractor shall coordinate preauthorization and related services between Physical and Dental Care Providers to ensure the provision of Dental Services when such services are to be performed in an Outpatient Hospital or ASC, when a Member's age, disability, or medical condition necessitates providing services in such facilities.

d. [RESERVED]

10. Evidence-Based Clinical Practice Guidelines

The terms and conditions of Section 10, Exhibit B, Part 4 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

11. Subcontract Requirements

Contractor's Subcontracts, including those entered into with Participating Providers that meet the definition of a Subcontractor, must comply with the requirements set forth in this Sec. 11 of Ex. B, Part 4. However, nothing in this Sec. 11 precludes Contractor from including additional terms and conditions in its Subcontracts provided that such additional terms and conditions do not conflict with or otherwise amend the requirements set forth herein and as otherwise required under this Contract. In no event shall Contractor Delegate or otherwise assign to third parties the responsibility for performing any Work required under this Contract without first entering into a Subcontract that complies with the terms and conditions of this Contract. In all such instances, Contractor shall, at a minimum, comply with all of the following:

a. General Standards

(1) To the extent Contractor Subcontracts any services or obligations to a Subcontractor, Subcontractor must perform the services and meet the obligations and terms and conditions as if the Subcontractor is the Contractor.

(2) Contractor shall ensure that all Subcontracts: (i) are in writing; (ii) specify the Subcontracted Work and reporting responsibilities; (iii) are in compliance with the requirements described below in this Sec. 11, Ex. B, Part 4 and any other requirements identified in this Contract; and (iv) incorporate the applicable provisions of this Contract, based on the scope of Work Subcontracted such that the provisions of the Subcontract are the same as or substantively similar to the applicable provisions of this Contract.

(3) Contractor acknowledges and agrees that it is a "Covered Entity" and that it may, from time to time, enter into Subcontracts with a "Business Associate" as both such terms are defined under 45 CFR § 160.103. Accordingly, Contractor shall ensure it enters into Business Associate agreements with its Subcontractors when required under, and in accordance with, HIPAA.

(4) Contractor shall evaluate and document all prospective Subcontractors' readiness and ability to perform the scope of Work set forth in the applicable Subcontract prior to the effective date of the Subcontract. OHA shall have the right to request, and Contractor shall provide within five (5) days after request by OHA, all readiness review evaluations. If Contractor has a contract with a prospective Subcontractor that involves performance of services on behalf of Contractor for a Medicare Advantage plan operated by Contractor or its parent company or subsidiary, Contractor may satisfy the requirements of this Sub.Para. (4) by submission of the results of its Subcontractor readiness review evaluation required by this Sub.Para. or Medicare, but only for Work identical to that to be Subcontracted under this Contract and only if the readiness review has been completed no more than three (3) years prior to the effective date of the prospective Subcontract.

(5) Contractor shall ensure that all Subcontractors are screened for exclusion from participation in federal programs. In the event a Subcontractor is so excluded, Contractor is prohibited from Subcontracting to such Subcontractor any Work or obligations required to be performed under this Contract.

(6) Contractor shall ensure that all Subcontractors and their employees undergo a criminal background check prior to starting any Work identified in this Contract.

(7) Contractor shall not have the right to Subcontract certain obligations and Work required to be performed under this Contract. Work, activities, and other obligations that Contractor shall not Subcontract are identified throughout this Contract. Subject to the provisions of this Sec. 11, Ex. B, Part 4, Contractor may Subcontract obligations and Work required to be performed under this Contract that is not expressly identified as an exclusion. In accordance with 42 CFR § 438.230(b)(1), no Subcontract may terminate or limit Contractor's legal responsibility to OHA for the timely and effective performance of Contractor's duties and responsibilities under this Contract. A breach of the requirements of this Contract by a Subcontractor shall be deemed a breach of Contractor and Contractor shall be liable for such Subcontractor breach. The imposition of any and all Corrective Action, Sanctions, Recoupment, Withholding, and other recovered amounts

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and enforcement actions against any Subcontract is solely the responsibility of Contractor. Contractor retains all legal responsibility and shall not have the right to Subcontract the responsibility for Monitoring and oversight of Subcontracted activities.

(8) Contractor shall provide to OHA, via Administrative Notice, a Subcontractor and Delegated Work Report in which Contractor shall summarize in list form all Work and other activities required to be performed under this Contract that have been Subcontracted by Contractor to a Subcontractor, Subcontracted by a Subcontractor to a downstream entity, or any combination thereof. In the Report, Contractor shall identify the downstream entity ultimately performing the Work or other activities required to be performed under this Contract, regardless of the tiers of Subcontracts that exist between Contractor and that downstream entity. The Subcontractor and Delegated Work Report must be provided to OHA by no later than March 1 of each Contract Year and within thirty (30) days after there has been any change in a Subcontractor or the Work Delegated to such Subcontractor. Contractor shall utilize the Subcontractor and Delegated Work Report Guidance Document and reporting template located on the CCO Contract Forms Website. The Subcontractor and Delegated Work Report shall include, but is not limited to, the following:

(a) The legal name of each direct or indirect Subcontractor;

(b) The scope of Work or activities (or both) being Subcontracted to each direct or indirect Subcontractor;

(c) The current risk level of each direct Subcontractor (High, Medium, Low) as determined by Contractor based on the level of Member impact of Subcontractor's Work, the results of any previous Subcontractor Performance Report(s), and any other factors deemed applicable by Contractor or OHA or any combination thereof, except that Contractor must apply the following OHA criteria to identify a High risk Subcontractor:

i. A Subcontractor is considered High risk if the Subcontractor:

A. Provides direct service to Members or whose Work directly impacts Member care or treatment; or

B. Has had one or more formal review findings within the last three (3) years for which OHA or Contractor or both has required the Subcontractor to undertake any corrective action; or

C. Both A and B above.

(d) Copies of ownership disclosure form, if applicable, for each direct Subcontractor;

(e) Any ownership stake between Contractor and each direct Subcontractor; and

(f) An attestation that Contractor has (i) conducted a readiness review of each direct Subcontractor, unless Contractor relied on the Subcontractor's readiness review required by Medicare as permitted by Sub. Para. (4) or Contractor previously conducted a readiness review for Subcontractor's Work performed under this

Contract within the last three (3) years; (ii) confirmed that each direct Subcontractor was and is not excluded from participation in federal program; (iii) confirmed all direct Subcontractor employees are subject to, and have undergone, criminal background checks; (iv) that the written Subcontract entered into with the direct Subcontractor meets all of the requirements set forth in this Ex. B, Part 4 and other applicable provisions of this Contract; and (v) conducted a formal compliance and performance review of each direct Subcontractor consistent with Sub.Para. (13) below of this Ex. B, Part 4.

(9) In addition to the obligations identified as being precluded from Subcontracting under this Sec. 11, Ex. B, Part 4 of this Contract, and as may be set forth in any other provision of this Contract, the following obligations of Contractor under this Contract shall not be Subcontracted or otherwise Delegated to a third party:

(a) Oversight and Monitoring of Quality Improvement activities; and

(b) Adjudication of Appeals in a Member Grievance and Appeal process.

(10) If deficiencies are identified in Subcontractor performance for any functions outlined in this Contract, whether those deficiencies are identified by Contractor, by OHA, or their designees, Contractor agrees to require its Subcontractor to respond and remedy those deficiencies within the timeframe determined by OHA. Such obligations and timeframes shall be included in all Subcontracts.

(11) Contractor shall ensure that its Subcontractors' contracts with Providers prohibit Providers from billing Members for services that are not covered under this Contract unless there is a full written disclosure or waiver (also referred to as an agreement to pay) on file, signed by the Member, in advance of the services being provided, in accordance with OAR 410-141-3565.

(12) In accordance with Ex. I of this Contract, Contractor shall provide every Subcontractor, at the time it enters into a Subcontract, its OHA-approved written procedures for its Grievance and Appeal System. Contractor shall ensure that its Subcontractors provide copies of the same written procedures to every Provider contracted by the Subcontractor.

(13) Contractor shall Monitor the performance of all Subcontractors on an ongoing basis and also perform timely formal reviews of their compliance with all Subcontracted obligations and other responsibilities, for the purpose of evaluating their performance, which must identify any deficiencies and areas for improvement. Such reviews shall be documented in a Subcontractor Performance Report. Contractor shall make a conclusion in each Subcontractor Performance Report as to whether a Subcontractor has complied with all the terms and conditions of this Contract that are applicable to the Work performed by Subcontractor. Subcontractor Performance reviews are timely when conducted in accordance with the following schedule:

(a) A High risk Subcontractor must be reviewed at least annually.

(b) A Low or Medium risk Subcontractor must be reviewed at least every three (3) years.

(14) The Subcontractor Performance Report must include at a minimum the following elements:

(a) An assessment of the quality of Subcontractor's performance of contracted Work;

(b) Any complaints or Grievances filed in relation to Subcontractor's Work;

(c) Any late submission of reporting deliverables or incomplete data;

(d) Whether employees of the Subcontractor are screened and Monitored for federal exclusion from participation in Medicaid;

(e) The adequacy of Subcontractor's compliance functions; and

(f) Any deficiencies that have been identified by OHA related to work performed by Subcontractor.

Contractor shall utilize the Guidance Document provided by OHA on the CCO Contract Forms Website for its Subcontractor Performance Reports.

(15) If Contractor has Subcontracted for services under a Medicare Advantage plan operated by Contractor or its parent company or subsidiary, Contractor may satisfy the requirements of Sub.Paras. (13) and (14) above of this Para. a, Sec. 11 by submitting the results of its Medicare required Subcontractor compliance review ("Medicare Compliance Review"), provided that (i) the Work performed by such Subcontractor was identical to the Work Subcontracted under this Contract, and (ii) the time period for the Medicare Compliance Review is identical to or includes the same time period for the Subcontractor Performance Report required to be submitted under this Contract.

(16) For each High risk Subcontractor, Contractor shall provide a copy of the Subcontractor Performance Report (or the substituted Medicare Compliance Review) to OHA, via Administrative Notice, within thirty (30) days of completion and no later than December 31 of the Contract Year in which the Report was completed For each Low or Medium risk Subcontractor, Contractor shall provide a copy of the Subcontractor Performance Report (or the substituted Medicare Compliance Review) to OHA upon request, via Administrative Notice, within five (5) Business Days after request by OHA. Contractor shall oversee and be responsible for the satisfactory performance of any functions or responsibilities it has Delegated to a Subcontractor.

(17) In the event Contractor identifies, whether through ongoing monitoring or formal annual compliance review, deficiencies or areas for improvement in a Subcontractor's performance, Contractor shall cause Subcontractor to implement a Corrective Action Plan to remedy such deficiencies. In addition, Contractor shall provide to OHA, via Administrative Notice, a copy of the CAP documenting the deficiencies, actions required of the Subcontractor to remedy the deficiencies, and the time frame for completing such required actions. The foregoing Administrative Notice shall be made within fourteen (14) days after providing the Corrective Action Plan to the applicable Subcontractor.

(18) Contractor shall provide OHA with an update on the status of the Corrective Action Plan at such time that the Subcontractor has (i) been successfully removed from Corrective

Action, or (ii) of the Subcontractor's failure to fully remedy the underlying deficiency if the deadline for such remedy has passed. Such update shall be provided to OHA, via Administrative Notice, within fourteen (14) days after the intended original completion date set forth in the applicable CAP.

b. Requirements for Written Agreements with Subcontractors

(1) Contractor shall include in all of its Subcontracts with its Subcontractors all of the following:

(a) Provide for termination of the Subcontract, the right to take remedial action, and impose other Sanctions by Contractor, such that Contractor's rights substantively align with OHA's rights under this Contract, if the Subcontractor's performance is inadequate to meet the requirements of this Contract;

(b) Provide for revocation of the delegation of activities or obligations, and specify other remedies in instances where OHA or Contractor determine the Subcontractor has breached the terms of the Subcontract;

(c) Require Subcontractor to comply with the payment, withholding, incentive, and other requirements set forth in 42 CFR § 438.6 that are applicable to the Work required under the Subcontract;

(d) Require Subcontractors to submit to Contractor Valid Claims for services including all the fields and information needed to allow the claim to be processed without further information from the Provider within timeframes for valid, accurate, Encounter Data submission as required under Ex. B, Part 8 and other provisions of this Contract;

(e) An express statement whereby Subcontractor agrees to comply with all Applicable Laws, including, without limitation, all Medicaid laws, rules, regulations, as well as all applicable sub-regulatory guidance and contract provisions;

(f) An express statement whereby Subcontractor agrees that OHA, the Oregon Secretary of State, CMS, HHS, the Office of the Inspector General, the Comptroller General of the United States, or their duly authorized representatives and designees, or all of them or any combination of them, have the right to audit, evaluate, and inspect any books, Records, contracts, computers or other electronic systems of the Subcontractor, or of the Subcontractor's contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under this Contract;

(g) Specify that the Subcontractor will make available, for purposes of audit, evaluation, or inspection its premises, physical facilities, equipment, books, Records, contracts, computer, or other electronic systems relating to its Medicaid Members;

(h) Specify that the Subcontractor must respond and comply in a timely manner to any and all requests from OHA or its designee for information or documentation pertaining to Work outlined in this Contract;

(i) Specify that the Subcontractor agrees that the right to audit by OHA, CMS, the DHHS Inspector General, the Comptroller General or their designees, will exist for a period of ten (10) years from this Contract's Expiration Date or from the date of completion of any audit, whichever is later;

(j) Specify that if OHA, CMS, or the DHHS Inspector General determine that there is a reasonable possibility of Fraud or similar risk, OHA, CMS, or the DHHS Inspector General may inspect, evaluate, and audit the Subcontractor at any time;

(k) Pursuant to 42 CFR § 438.608, to the extent that Contractor Subcontracts to any third parties any responsibility for providing services to Members or processing and paying for claims, require such Subcontractors to adopt and comply with all of Contractor's Fraud, Waste, and Abuse policies, procedures, reporting obligations, and annual Fraud, Waste, and Abuse Prevention Plan and otherwise require Subcontractor to comply with and perform all of the same obligations, terms and conditions of Contractor as set forth in Ex. B, Part 9.

i. Unless expressly provided otherwise in the applicable provision, Subcontractors must report any Provider and Member Fraud, Waste, or Abuse to Contractor which Contractor will in turn report to OHA or the applicable agency, division, or entity. Accordingly, the timing for reporting obligations of Subcontractor must be shorter than those of Contractor's time for reporting to OHA so that Contractor may timely report such incidents to OHA in accordance with this Contract.

(l) Require Subcontractors to allow Contractor to perform Monitoring, audit, and other review processes for the purpose of determining and reporting on compliance with the terms and conditions of the Subcontract, including, without limitation, compliance with Medical and other records security and retention policies and procedures.

i. Contractor shall document and maintain all Monitoring activities;

(m) Require Subcontractors to require any contracted Providers to meet the standards for timely access to care and services as set forth in this Contract and OAR 410-141-3515, which includes, without limitation, providing services within a time frame that takes into account the urgency of the need for services.;

(n) Require Subcontractors to report any Other Primary, third-party Insurance to which a Member may be entitled. Providers and Subcontractors must report such information to Contractor within a timeframe that enables Contractor to report such information to OHA within thirty (30) days of the Subcontractor becoming aware that the applicable Member has such coverage, as required under Sec. 17, Ex. B, Part 8 of this Contract; and

(o) Require Subcontractors to provide, in a timely manner upon request, as requested by Contractor in accordance with the request made by OHA, or as may be requested directly by OHA, with all Third Party Liability eligibility information and any other information requested by OHA or Contractor, as applicable, in order to assist in the pursuit of financial recovery.

(2) In the event Contractor issues or receives notice that a Subcontractor's Subcontract has been terminated and that Subcontractor provides Covered Services to Members, including but not limited to in the capacity of Participating Provider, Contractor shall provide written notice, translated as appropriate, of such termination to Members who receive Covered Services from the Subcontractor as follows: (i) at least thirty (30) days prior to the effective date of termination or (ii) within fifteen (15) days after receipt or issuance of the termination notice if the Subcontractor has not given Contractor sufficient notification to meet the thirty day (30) notice requirement.

(3) Contractor shall have thirty (30) days to provide OHA with Administrative Notice that: (i) it has terminated a Subcontractor, or (ii) a Subcontractor has terminated its Subcontract with Contractor. Such Administrative Notice shall also include an updated Subcontractor and Delegated Work Report.

c. Subcontractors must document, maintain, and provide to Contractor all Encounter Data records that document Subcontractor's reimbursement to FQHCs Rural Health Centers and Indian Health Care Providers. All such documents and records must be provided to Contractor upon request of Contractor (who will in turn provide it to OHA).

d. Contractor understands and agrees that if Contractor is not paid or not eligible for payment by OHA for services provided, neither will Contractor's Subcontractors be paid or be eligible for payment.

e. An express statement whereby Subcontractor agrees to comply with all Applicable Laws, including, without limitation, all Medicaid laws, rules, regulations, all federal laws, rules, regulations governing Basic Health Programs, and all Oregon state laws, rules, and regulations governing OHP Bridge – Basic Health Program, as well as all applicable sub-regulatory guidance and contract provisions.

12. Minority-Owned, Woman-Owned and Emerging Small Business Participation

The terms and conditions of Section 12, Exhibit B, Part 4 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

13. Adjustments in Service Area or Enrollment

The terms and conditions of Section 13, Exhibit B, Part 4 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

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[Exhibit B, Parts 5 through 7 are reserved.]

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Exhibit B – Statement of Work – Part 8 – Accountability and Transparency of Operations

1. Record Keeping Requirements

The terms and conditions of Section 1, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

2. Privacy, Security, and Retention of Records; Breach Notification

The terms and conditions of Section 2, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

3. Access to Records

The terms and conditions of Section 3, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

4. Payment Procedures

a. Contractor shall pay for all Covered Services to Members and may require, except in the event of Emergency Services, that Members obtain such Covered Services from Contractor or Providers Affiliated with Contractor in accordance with OAR 410-141-3520.

b. Contractor understands and agrees that neither OHA nor the Member receiving services are liable for any costs or charges related to Contractor-authorized Covered Services rendered to a Member whether in an emergency or otherwise, including Holistic Care.

c. Except as specifically permitted by this Contract (e.g., Third Party Resource recovery), Contractor will not be compensated for Work performed under this Contract from any other agency, division, or department of the State, nor from any other source including the federal government.

d. Contractor shall comply with Section 6507 of PPACA regarding the use of National Correct Coding Initiative.

e. Certain federal laws governing reimbursement of services provided by Federally Qualified Health Centers, Rural Health Centers, and Indian Health Care Providers may permit OHA to elect to provide supplemental payments to those entities, even though those entities have contracted with Contractor to provide Covered Services. This may also be the case with IHCPs who have not entered into Subcontracts with Contractor. These supplemental payments are outside the scope of this Contract and do not violate this Contract's prohibition on dual payments. Contractor shall maintain Encounter Data records and any other information relating thereto documenting Contractor's reimbursement to FQHCs, Rural Health Centers, and IHCPs, and provide such information to OHA upon request. Contractor shall also provide information documenting Contractor's reimbursement to IHCPs that are Non-Participating Providers to OHA upon request.

f. Consistent with 42 CFR § 438.106 and 42 CFR § 438.230, Contractor shall prohibit Subcontractors, including Providers, from billing Members for Covered Services in any amount greater than would be owed if Contractor provided the services directly. Additionally, Contractor and its Providers shall comply with OAR 410-120-1280 relating to when a Provider may bill a Medicaid recipient and when a Provider may send a Medicaid recipient to collections for unpaid medical bills.

g. Contractor's Providers shall not bill a Member for Non-Covered Services unless the Provider complied with the requirements set forth OAR 410-120-1280(5)(h) prior to providing any of the Non-Covered Services.

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h. Contractor shall reimburse Providers for all Covered Services delivered in integrated clinics by Health Care Professionals and other Providers.

i. Contractor shall support a Warm Handoff of a Member between levels or Episodes of Care.

5. Claims Payment

a. Claims that are subject to payment under this Contract by Contractor for services provided by Non-Participating Providers who are enrolled with OHA will be billed to Contractor consistent with the requirements of OAR 410-120-1280, 410-120-1295, and 410-120-1300. Contractor shall pay Non-Participating Providers for Covered Services, consistent with the provisions of ORS 414.743, OAR 410-120-1295(2), OAR 410-120-1340, and OAR 410-141-3565.

b. Pursuant to OAR 410-141-3565, Contractor shall require Providers to submit all claims for Members to Contractor within 120 days of the Date of Service. However, Providers may, if necessary, submit their claims to Contractor within 365 days of the Date of Service under the following circumstances:

(1) Billing is delayed due to retroactive deletions or enrollments;

(2) Pregnancy of the Member;

(3) Medicare is the primary payer, unless Contractor is responsible for Medicare reimbursement;

(4) Cases involving Third Party Resources; or

(5) Other cases that delay the initial billing to Contractor, unless the delay was due to the Provider's failure to verify a Member's eligibility.

c. Contractor shall have written policies and procedures for processing claims submitted for payment from any source. The policies and procedures must specify time frames for and include or require (or both) all of the following:

(1) Date stamping claims when received;

(2) Determining within a specific number of days from receipt whether a claim is Valid or invalid;

(3) The specific number of days allowed for follow up of pended claims to obtain additional information;

(4) The specific number of days following receipt of additional information to determine whether a claim is Valid or invalid;

(5) Sending notice to the Member regarding Contractor's decision regarding the denial of a claim, in whole or in part, of payment for a service rendered which must include information on the Member's Grievance and Appeal rights;

(6) Making information about a Member's Grievance and Appeal rights available upon request to a Member's authorized Member Representative who may be either a Participating Provider or a Non-Participating Provider when the determination is made to deny a claim, in whole or in part, of payment for a service rendered; and

(7) The date of payment, which is the date of the check or date of other form of payment.

d. Contractor shall establish a timeframe in its written policies and procedures allowing Providers to make re-submissions or appeals for a minimum of one hundred eighty (180) days after the initial adjudication date under the following circumstances:

(1) The initial claim was timely submitted and needs correction;

(2) The initial claim has prompted a Provider appeal pursuant to OAR 410-120-1560; or

(3) Any other reason not included in Para. b above in this Ex. B, Pt. 8, Sec. 5 that would otherwise require a re-submission of the claim.

e. In accordance with 42 CFR § 447.45 and 42 CFR § 447.46, Contractor shall pay or deny at least ninety percent (90%) of Valid Claims within thirty (30) days of receipt and at least ninety-nine percent (99%) of Valid Claims within ninety (90) days of receipt. Contractors shall make an initial determination on ninety-nine percent (99%) of all Valid Claims submitted within sixty (60) days of receipt. The Date of Receipt of a Claim is the date Contractor receives a claim, as indicated by its date stamp thereon. Contractor and its Subcontractors may, by mutual agreement, agree to a different payment schedule provided that the minimum requirements required under 42 CFR § 447.45 and 42 CFR § 447.46 are met.

f. If a Non-Participating Provider who is enrolled with OHA is entitled to payment from Contractor for services provided to a Member, the Non-Participating Provider must bill Contractor in accordance with the requirements set forth in OAR 410-120-1280 and 410-120-1300. If a Provider is not enrolled with OHA on the Date of Service, but the Provider subsequently becomes enrolled pursuant to OAR 410-120-1260(6) Contractor shall process such claim as a claim from a Non-Participating Provider. Payment to Non-Participating Providers shall be consistent with the provisions of OAR 410-120-1340.

g. Contractor shall pay Indian Health Care Providers for Covered Services provided to those Members who are eligible to receive services from such Providers. Payment to IHCP for Covered Services shall be made as follows:

(1) With respect to all Members, Participating IHCPs are paid at either: (a) the same IHS or PPS encounter rate, as applicable to the specific IHCP, that OHA would pay the IHCP if billed to OHA for a FFS Member; or (b) upon mutual agreement of the parties, a rate equal to the rate negotiated between Contractor and the Participating Provider involved, which for a FQHC may not be less than the level and amount of payment which Contractor would make for the services if the services were furnished by a Participating Provider which is not a FQHC.

(2) With respect to Covered Services for Family Planning Services and HIV/AIDS prevention services for all Members, Non-Participating IHCPs that are not a FQHC must be paid at the greater of: (a) the same IHS or PPS encounter rate, as applicable to the specific IHCP, that OHA would pay the IHCP if billed to OHA for a FFS Member; or (b) a rate that is not less than the level and amount of payment which Contractor would make for the services if the services were furnished by a Participating Provider which is not an Indian Health Care Provider.

h. Contractor shall make prompt payment to IHCPs including Indian Tribes, Tribal Organizations, or Urban Indian Organizations, in the same time frame required under Para. e above of this Sec. 5, Ex. B, Part 8.

i. In accordance with Section 5006 of the American Reinvestment and Recovery Act of 2009, Contractor shall not impose fees, premiums or similar charges on Indians served by an IHCP; Indian Health Services; an Indian Tribe, Tribal Organization, or Urban Indian Organization (I/T/U); or through a Referral under Contract Health Services.

j. Contractor shall pay for Emergency Services that are performed by Non-Participating Providers as specified in OAR 410-141-3840.

k. Contractor shall not make payment for any Provider-Preventable Conditions; OHA will provide guidance summarizing the non-payment of Provider-Preventable Conditions. Contractor shall:

(1) Require all Providers to comply with the reporting requirements as a condition of payment from Contractor;

(2) Require all Providers to identify Provider-Preventable Conditions that are associated with claims for CCO Payment or with courses of treatment furnished to Members for which CCO Payment would otherwise be available; and

(3) Report all identified Provider-Preventable Conditions in a form, frequency, and provided to OHA as may be specified by OHA from time to time; and

(4) In accordance with 42 CFR § 447.26(b) not make payment to Providers for Health Care-Acquired Conditions or Other Provider-Preventable Conditions that meet the following criteria:

(a) Is identified in the State Plan;

(b) Has been found by the State, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by Evidence-Based guidelines;

(c) Has a negative consequence for the Member;

(d) Is auditable; and

(e) Includes, at a minimum, incorrect surgical or other invasive procedures performed on a Member; surgical or other invasive procedures performed on the wrong body part; surgical or other invasive procedures performed on the wrong Member.

l. Contractor shall comply with the requirements related to claims payment for behavioral health and physical health services provided on the same day or in the same facility specified in Section 10 of Enrolled Oregon Senate Bill 1529 (2022) as specified in OAR Chapter 410

6. [RESERVED]

7. [RESERVED]

8. All Payer All Claims Reporting Program

The terms and conditions of Section 8, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

9. Cost Growth Target Program

The terms and conditions of Section 9, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

10. Administrative Performance Program: Valid Encounter Claims Data

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The terms and conditions of Section 10, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

11. Encounter Data Submission Processes

The terms and conditions of Section 11, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

12. Additional Encounter Data Submission Requirements: Non-Pharmacy Encounter Data

The terms and conditions of Section 12, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

13. Pharmacy Encounter Data

The terms and conditions of Section 13, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

14. Administrative Performance Standard

The terms and conditions of Section 14, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

15. Drug Rebate Program

The terms and conditions of Section 15, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

16. Drug Rebate Dispute Resolution Process

The terms and conditions of Section 16, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

17. [RESERVED]

18. Personal Injury Liens

a. The Personal Injury Liens (PIL) Unit of the Office of Payment Accuracy and Recovery (OPAR) of DHS is authorized pursuant to OAR 461-195-0303 to administer the Personal Injury Lien program for OHA and DHS.

b. Contractor shall develop and implement written policies and procedures (P&Ps) regarding Personal Injury Liens. The PIL P&Ps shall be reviewed and approved based on compliance with this Sec. 18 of the Contract and applicable statutes and rules for the Personal Injury Lien program. The PIL P&Ps must be provided as a document separate from the TPLR P&Ps described in Sec. 17 of Ex. B, Part 8. The PIL P&Ps must include, at a minimum, all of the following:

(1) Policies and procedures related to personal injury liens that comply with ORS 416.510 through 416.610 and OAR 461-195-0301 through 461-195-0350;

(2) Any thresholds for determining whether to obtain a lien assignment; and

(3) And any other requirements as may be identified by PIL.

c. Contractor shall submit to OHA, via Administrative Notice, its PIL P&Ps for review and approval, prior to adoption and implementation, as follows:

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(1) No later than January 31 of each Contract Year. In the event Contractor's PIL P&Ps have not been modified since last approved by OHA, Contractor may submit an Attestation stating that no changes have been made to the PIL P&Ps since last approved by OHA;

(2) Upon any material changes, including, without limitation, adopting new PIL P&Ps with respect to any particular service, or modifying existing PIL P&Ps with respect to all or any services, regardless of whether OHA has provided approval of the PIL P&Ps prior to formal adoption of the policy; and

(3) As may be requested by OHA from time to time.

d. OHA will notify Contractor within thirty (30) days from the due date, or within thirty (30) days from the received date if after the due date, of the approval status of its PIL P&Ps or if additional time is needed for review. In the event OHA does not approve Contractor's PIL P&Ps, Contractor shall follow the process set forth in Sec. 5 of Ex. D to this Contract.

e. Upon receipt of OHA's approval of Contractor's PIL P&Ps, Contractor shall include in its Member Handbook the same content from its OHA approved PIL P&Ps regarding the obligation of Members to provide information to, and cooperate with, Contractor in order for Contractor to meet its obligations under this Sec. 18, Ex. B, Part 8. The content regarding such Member obligations shall, when included in the Member Handbook, conform to the accessibility requirements described in the Member Handbook evaluation guidance located on the CCO Contract Forms Website. Contractor shall provide its Members with the applicable PIL content, or an updated Member Handbook with the applicable PIL content included, as follows:

(1) To all Members within thirty (30) days after receipt of OHA's annual written approval of the PIL P&Ps;

(2) To Potential Members before and during Enrollment; and

(3) To all Members within thirty (30) days after receipt of OHA's written approval any material changes to the PIL P&Ps.

f. When health care services or items have been provided to a Member and payment for such services or items have been made by the State under Medicaid, but a Third Party nonetheless has the legal liability for such payments, the Member, pursuant to ORS 659.830(3) and 743B.470(3), is deemed to have automatically assigned to the State the right to such payment from the Third Party.

g. Contractor shall inform the PIL Unit of all third parties who are legally liable for all or part of the fees paid by Contractor for services provided to a Member. Contractor shall inform PIL within thirty (30) days of learning of such potential liability, including personal injury protection under a motor vehicle insurance policy, and such information must be made in accordance with OAR 461-195-0301 through 461-195-0350.

(1) Contractor shall inform PIL of such potential liability using the PIL secure web portal located at the following URL: https://apps.oregon.gov/OPAR/PIL/.

(2) After completing its report, Contractor is encouraged to print and maintain a copy of such Report in its files.

h. In no event shall Contractor request or require a Member to execute a trust agreement or loan receipt, subrogation agreement, or other similar arrangement to guarantee reimbursement of Contractor. Contractor's only right to reimbursement is to obtain a lien assignment from the Personal Injury Liens Unit.

i. Contractor shall obtain a written lien assignment from OHA or its designee prior to any attempt to seek reimbursement from a Member's, or a Member's beneficiary's, proceeds arising from an injury or death for which a third-party is financially legally liable. Contractor shall, in accordance with ORS 416.540 through 416.560 and OAR 461-195-0301 through 461-195-0325, perfect the lien and provide notice to all parties that are subject to the lien. Contractor shall then provide PIL with Administrative Notice that a lien has been filed. Such Administrative Notice must occur within ten (10) days after the lien was perfected. Contractor has no authority to sell or otherwise transfer its rights in the assigned lien, except to OHA or its designee. Contractor may contract with a third party to act as an agent on behalf of Contractor; however, Contractor shall retain ownership of the lien.

j. When Contractor is aware of a Third Party that may be legally liable for medical expenses paid by Contractor for a Member, Contractor shall request a lien assignment from the PIL Unit within thirty (30) days of receiving notice by completing the online request located at the following URL: https://apps.oregon.gov/OPAR/PIL/. At a minimum, Contractor shall provide the following information, if known, when requesting a lien assignment:

(1) Contractor's name;

(2) Member's name and address;

(3) Date of injury to the Member;

(4) Insurance or Attorney information for either the Member or a liable third party;

(5) Liable third party name and address; and

(6) Under comments of the online form, indicate "Request Lien Assignment."

k. Within five (5) Business Days after the end of each calendar month, Contractor shall provide the PIL Unit with a Report of a list of all active PIL cases and a list of all PIL cases compromised, closed, or terminated in a format specified by the PIL Unit. Such monthly Report shall include the following information:

(1) Contractor's name;

(2) All active liens/PIL cases;

(3) All liens that were compromised, closed, or terminated in the subject month;

(4) For all cases, all of the following information:

(a) The Member's name and Medicaid ID number;

(b) The date of the Member's injury;

(c) The amount of Contractor's lien;

(5) For all compromised, closed, or terminated liens:

(a) The date of any settlement or judgment, if known;

(b) The gross amount of any settlement or judgment, if known;

(c) The amount received from any liable third-party; and

(6) Any other information that PIL may request.

l. Contractor shall create Lien Release and Lien Filing Templates which shall be used when its Members may be entitled to seek recovery from third-parties who are potentially legally liable for

all or part of the services provided to a Member and paid for by Contractor. The Lien Release and Lien Filing Templates must conform with the requirements of ORS 416.560, and, notwithstanding the authority to resolve a lien, Contractor has no other the authority to act on behalf of the State beyond the assigned lien.

m. Contractor shall provide its Lien Release and Lien Filing Templates to PIL annually for review and approval prior to use. The Lien Release and Lien Filing Templates shall be provided to the PIL Unit, via Administrative Notice, by no later than January 31 of each Contract Year. Review and approval will be provided by the PIL Unit, via Administrative Notice, to Contractor's Contract Administrator within thirty (30) days from the due date, or within thirty (30) days from the received date if after the due date. If no changes have been made to Contractor's Lien Release or Lien Filing Templates or both since last approved by OHA, Contractor may, for its annual submission, submit an Attestation to OHA, via Administrative Notice. In the event OHA disapproves of the Lien Release Template or Lien Filing Template or both for failure to comply with this Contract or Applicable Law or (or both), Contractor shall, in order to remedy the deficiencies in such Templates, follow the process set forth in Sec. 5, Ex. D of this Contract.

n. In the event Contractor makes a material change to the Lien Release Template or Lien Filing Template or both after approval by the PIL Unit, Contractor shall provide such amended Template to the PIL Unit, via Administrative Notice, to OHA for review and approval. Review, approval, and any remediation if the amended Template is disapproved, shall be made by Contractor in accordance with Para. m above of this Sec. 18, Ex. B, Part 8.

o. Contractor does not have the right to refuse to provide Covered Services and must not permit any of its Participating Providers to refuse to provide Covered Services to a Member because of potential Third Party Liability for payment for the Covered Service.

p. Contractor shall obtain the prior written approval of the PIL Unit before compromising any assigned lien. The PIL Unit will coordinate with Contractor or the plaintiff's attorney or both in compromising the PIL Unit's lien or Contractor's lien or both. In the event both Contractor and OHA have a lien against the same third-party, the lien filed by the PIL Unit is payable before Contractor's lien. Contractor or its Subcontractor shall respond to the PIL Unit's correspondence within five (5) Business Days of receipt.

q. If the PIL Unit has a lien that has not been paid in full, and Contractor has received payment on such lien, OHA shall have the right to off-set from Payments owing to Contractor the lesser of (i) the unpaid amount of the PIL lien, or (ii) the amount that Contractor received in satisfaction of such lien. The PIL Unit shall have the right to request, and Contractor shall promptly provide after the PIL Unit has so requested, access to Contractor's closed or resolved case files to determine if the PIL liens were paid in full.

r. If a Member fails to cooperate with Contractor as required under OAR 461-195-0303, Contractor shall notify OHA, via Administrative Notice, within ten (10) days of learning of such Member's failure to cooperate.

s. In the event a Member or a third-party initiates litigation to reduce or eliminate Contractor's assigned lien, or in the event Contractor determines litigation is required to defend or pursue Contractor's assigned lien, Contractor shall reassign the assigned lien to OHA as follows:

(1) If a Member or a third-party initiates the litigation, Contractor shall promptly, but in no case later than ten (10) days after learning of such initiation, notify OHA via Administrative Notice.

(2) Contractor shall cooperate with the PIL Unit and any designated Assistant Attorney General by providing all documentation and information requested by the PIL Unit, making witnesses available, and providing any other assistance that may be required to resolve any lien.

(3) Contractor's designated officer(s) shall execute the assignment of lien form provided by the PIL Unit and located on the CCO Contract Forms Website.

(4) Contractor shall permit the PIL Unit or Assistant Attorney General to communicate and work directly with any Subcontractor to efficiently undertake and manage any personal injury lien activity.

(5) Contractor and its Subcontractor(s) shall enter into any data-sharing agreements as may be requested by the PIL Unit or OHA or both.

t. Contractor is the payer of last resort when there is other insurance (e.g., automobile insurance, workers' compensation, or similar coverage) in effect.

u. Contractor shall comply with 42 USC § 1395y(b) and 42 CFR Part 411, Subparts C-E, which gives Medicare the right to recover its benefits from employers and workers' compensation carriers, liability insurers, automobile or no fault insurers, and employer group health plans before any other entity including Contractor or its Subcontractors.

v. **[RESERVED]**

w. **[RESERVED]**

x. **[RESERVED]**

y. **[RESERVED]**

z. When engaging in Personal Injury recovery actions, Contractor shall comply with, and require Agents to comply with, the federal confidentiality requirements described in Sec. 6, Ex. E of this Contract and any other additional confidentiality obligations required under this Contract and State law. Contractor agrees to comply with ORS 416.510 through 416.610 when enforcing an assigned lien. OHA considers the disclosure of Member claims information made in connection with Contractor's Personal Injury recovery actions a purpose that is directly connected with the administration of the Medicaid program.

aa. Contractor shall report to OHA all amounts recovered from the assignment of a Personal Injury Lien. Reporting shall be included on the Exhibit L Financial Reporting Template.

bb. Contractor shall take all reasonable actions to pursue recovery of Personal Injury Liens for Covered Services provided to a Member. Generally, tort actions must be commenced within 2 years of the tort. The PIL Unit may, eighteen (18) months after the date of a potential tort injuring a Member, revoke a lien assignment and pursue the lien. Contractor will execute any documents needed to revoke or assign the lien to the PIL Unit. Contractor will cooperate with the PIL Unit and provide any information the PIL Unit needs to pursue the lien, including cooperation with any litigation.

cc. The PIL Unit will provide Contractor with all personal injury information available to the PIL Unit to assist in the pursuit of financial recovery as it pertains to Personal Injury Liens.

19. Disclosure of Ownership Interests

The terms and conditions of Section 19, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

20. Disclosure of Other Ownership Interests

The terms and conditions of Section 20, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

21. Certain Changes in Control Requiring Pre-Approval from OHA

The terms and conditions of Section 21, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

22. Subrogation

The terms and conditions of Section 22, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

23. Contractor's Governing Board

The terms and conditions of Section 23, Exhibit B, Part 8 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

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Exhibit B – Statement of Work – Part 9 – Program Integrity

The terms and conditions of Exhibit B, Part 9 in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

[Remainder of page intentionally left blank]

[Exhibit B – Statement of Work – Part 10 – Transformation Reporting, Performance Measures and External Quality Review is reserved.]

[Transformation Reporting, Performance Measures and External Quality Review are not required to be implemented under this Contract. Contractor's obligations to implement Transformation Reporting, Performance Measures and External Quality Review are only required under the Medicaid Contract.]

[Remainder of page intentionally left blank]

Exhibit C – Consideration

1. Payment Types and Rates

a. In consideration of all the Work to be performed under this Contract, OHA will pay Contractor a monthly CCO Payment for each Member enrolled under the Contract according to OHA records. The monthly CCO Payment Rate authorized for each Member is that amount indicated in Exhibit C-Attachment 1 (CCO Payment Rates) for each Member's Rate Group. OHA may withhold Payment for new Members when, and for so long as, OHA Imposes suspension or denial of Payments as a Sanction under Ex. B, Part 9, Sec. 3, Para. b.

b. The monthly CCO Payment may include risk adjustment based factors such as expected cost of care or health status and may reflect one or more Risk Corridors in accordance with Sec. 6 below of this Ex. C.

c. Contractor shall comply with all applicable payment obligations to ICHPs as set forth in 25 USC § 1621e and 42 CFR § 438.14(b)(2) and (c).

d. As described in OAR 410-141-3565, OHA may require Contractor to reimburse a Rural Type A Hospital or Rural Type B Hospital for the cost of Covered Services based on a Cost-to-Charge Ratio. This section does not prohibit Contractor and such a Hospital from mutually agreeing to reimbursement arrangements.

e. If Contractor has a contractual relationship with a designated Type A, Type B, or Rural critical access Hospital, Contractor shall provide representations and warranties to OHA that said contract establishes the total reimbursement for the services provided to persons whose medical assistance benefits are administered by Contractor.

2. Payment in Full

The consideration described in this Ex. C is the total consideration payable to Contractor for all Work performed under this Contract. OHA will ensure that no Payment is made to a Provider other than Contractor for services available under the Contract between OHA and Contractor.

3. Changes in Payment Rates

a. The CCO Payment Rates may be changed only by amendment to this Contract pursuant to Sec. 21, Ex. D.

b. In the event CCO Payment Rate adjustments are required, and such Payment Rates are decreased as a result thereof, OHA shall have the right to recover the difference between amounts paid in excess of the decreased amount; however, OHA shall ensure such amounts are recovered in a manner that does not have a material, adverse effect on Contractor's ability to maintain the required minimum amounts of risk-based capital as such minimum amount is set forth in Ex. L of this Contract.

c. Changes in the CCO Payment Rates as a result of adjustments to the Service Area or to the Enrollment limit may be required pursuant to Sec. 13, Ex. B, Part 4 of this Contract.

d. The CCO Payments authorized to be paid under this Contract are based on the funded condition-treatment pairs on the Prioritized List of Health Services in effect on the Effective Date of this Contract, subject to the terms of this Contract. Changes in the Prioritized List are addressed as follows:

(1) Pursuant to ORS 414.690, the Prioritized List developed by the Health Evidence Review Commission may be expanded, limited or otherwise changed. Pursuant to ORS 414.690

and 414.735, the funding line for the services on the Prioritized List may be changed by the Legislature.

(2) In the event that insufficient resources are available during the Term of this Contract, ORS 414.735 provides that reimbursement shall be adjusted by eliminating services in the order of priority recommended by the Health Evidence Review Commission, starting with the least important and progressing toward the most important.

(3) Before instituting reductions in Covered Services pursuant to ORS 414.735, OHA will obtain the approval of the Legislative Assembly or the Emergency Board if the Legislative Assembly is not in session.

(4) If legislative scheduling permits, OHA will provide Contractor Administrative Notice to Contractor's Contract Administrator at least two (2) weeks prior to any legislative consideration of such reductions in Covered Services pursuant to ORS 414.735(3).

(5) Notwithstanding the foregoing, Para. d, Sub.Paras. (1) through (4) of this Sec. 3, Ex. C do not apply to reductions made by the Legislative Assembly in a legislatively adopted or approved budget.

e. **[RESERVED]**

f. This Sec. 3 applies to any change to the CCO Payment Rates made by a Contract amendment that has retroactive effect or that cannot be implemented before the next regularly scheduled date for Payment. If such change increases the CCO Payment owed by OHA to Contractor, then OHA will make a Payment to Contractor, by one-time adjustment to a future regularly scheduled Capitation Payment or by separate Payment. If such change decreases the CCO Payment owed by OHA to Contractor, then any amount paid to Contractor in excess of the decreased amount will be subject to recovery under Para b above of this Sec. 3, Ex. C and Sec. 7, Ex. D and any other applicable provisions of this Contract governing Overpayments.

4. Timing of CCO Payments

a. The date on which OHA will process CCO Payments for Contractor's Members depends on whether the Enrollment occurred during a weekly or monthly Enrollment cycle. OHA will provide a schedule of Enrollment end of month deadlines for each month of the Contract period. On months where the first of the month falls on a Friday, Saturday or Sunday, CCO Payments will be made available to Contractor no later than the eleventh (11th) day of the month to which such payments are applicable.

(1) *Weekly Enrollment:* For Clients enrolled with Contractor during a weekly Enrollment cycle, CCO Payments will be made available to Contractor no later than two weeks following the date of Enrollment, except for those occurrences each year when the weekly and monthly Enrollment start date are the same day.

(2) *Monthly Enrollment:* For Clients enrolled with Contractor during a monthly Enrollment cycle, CCO Payments will be made available to Contractor by the tenth (10th) day of the month to which such Payments are applicable, except for those occurrences each year when the weekly and monthly CCO Payments coincide with each other.

b. Both sets of Payments described in Para. a. of this Sec. 4 will appear in the weekly/monthly 820 Group Premium Payment (Capitation) Transaction and in the weekly 835 Payment/Remittance Advice Transaction. To assist Contractor with Enrollment and CCO Payment/Remittance Advice reconciliation, OHA will include in the weekly/monthly 820 Group Premium Payment (Capitation) Transaction the original adjustment amount and the paid amount for each of Contractor's Members.

The inclusion of this information does not ensure that the two transaction files will balance. If Contractor believes that there are any errors in the Enrollment information, Contractor shall provide OHA's Contract Administrator with Administrative Notice of such errors. Contractor may request an adjustment to the Remittance Advice no later than eighteen (18) months from the affected Enrollment period.

c. OHA will make retroactive CCO Payments to Contractor for any Member(s) erroneously omitted from the Enrollment transaction files. Such payments will be made to Contractor once OHA processes the correction(s).

d. **[RESERVED]**

e. **[RESERVED]**

5. Settlement of Accounts

a. If a Member is Disenrolled, any CCO Payments received by Contractor for the period for which the Member was Disenrolled will be considered an Overpayment and will be recouped by OHA under Para. f. below of this Sec. 5, Ex. C.

b. OHA will have no obligation to make any Payments to Contractor for any period(s) during which Contractor is in breach of this Contract, to the extent that Sanctions imposed under this Contract include suspending or withholding Payments.

c. If Contractor requests, or is required by OHA, to adjust the Service Area or Enrollment limit or to transfer or reassign Members due to loss of Provider capacity or for other reasons, the Parties will execute an amendment modifying the applicable provisions of the Contract. If Payments made starting on the effective date of the reduction of the Service Area or Enrollment limit exceed the amount of Payments to which Contractor was entitled under the amendment, OHA will have the right to recover any such Overpayments.

d. Any Payments received by Contractor from OHA under this Contract, and any other payments received by Contractor from OHA pursuant to any other contract or agreement between Contractor and OHA, or pursuant to any other circumstances that result in a claim by OHA for the recovery of amounts previously paid to Contractor by OHA, or Contractor received funds from any other source, to which Contractor is not entitled under the terms of this Contract, such payments or funds received shall be deemed an Overpayment and OHA will have the right to recover such Overpayment from Contractor in accordance with Sec. 7, Ex. D of this Contract. OHA shall ensure that recovery of Overpayments do not have a material, adverse effect on Contractor's ability to maintain its required, minimum amount of risk-based capital.

e. OHA has the right to recover Sanctions imposed in the form of civil money penalties imposed under Ex. B, Part 9 of this Contract by Recouping such amounts in accordance with Ex. B, Part 9 or Sec. 7 of Ex. D to this Contract.

f. Any Overpayment or recovery amount imposed under Ex. B, Part 9 or Ex. C of this Contract may be recovered by Recoupment from any future payments to which Contractor would otherwise be entitled from OHA (e.g., setoff from amounts that may be owing to Contractor), without limitation or waiver of any legal rights. OHA will have the right to withhold payments to Contractor for amounts in dispute and shall not be charged interest on any payments so withheld.

g. OHA will Recoup from Contractor Payments made to Contractor or amounts paid to Providers for sterilizations and hysterectomies performed where Contractor failed to meet the requirements of Ex. B, Part 2, Sec. 6, Para. c. of this Contract. The Recoupment amount will be calculated as follows:

(1) Contractor shall, within sixty (60) days of a request from OHA, provide OHA with a list of all Members who received sterilizations or hysterectomies, from Contractor or its Subcontractors during the Contract period and copies of the informed consent forms or certifications. OHA will have the right to review the Medical Records of these individuals selected by OHA for purposes of determining whether Contractor complied with OAR 410-130-0580.

(2) By review of the informed consent forms, certifications, and other relevant Medical Records of Members, OHA will determine for the Contract period at issue the number of sterilizations and hysterectomies provided or authorized by Contractor or its Subcontractors that did not meet the requirements of Ex. B, Part 2, Sec. 6, Para. c of this Contract.

(3) Sterilizations and hysterectomies that Contractor denied for payment shall not be included in the Recoupment calculation, however, they must be reported in the submission. The report of these sterilizations and hysterectomies must be accompanied by a signed statement certifying that Contractor did not make payment for the surgery or any services, which are specifically related to the procedure.

(4) The number of vasectomy, tubal ligation, and hysterectomy procedures that do not meet the documentation requirements of Ex. B, Part 2, Sec. 6, Para. c of this Contract, shall be multiplied by the assigned “value of service.”

(5) “Value of service” for vasectomy, tubal ligation, and hysterectomy means the OHP amount calculated by OHA’s internal actuarial unit for each category of service using the Encounter Data.

(6) The results of Sub.Para (4) of this Para. g, Sec. 5, Ex. C will be totaled to determine the amount of Overpayment made to Contractor for hysterectomies and sterilizations subject to recovery pursuant to Sec. 7, Ex. D, this Contract.

(7) The final results of the review and recovery calculation will be provided to Contractor’s Contract Administrator, via Administrative Notice, in a timely manner within ninety (90) days of OHA determination of amounts owed and recovery shall be made in accordance with Sec. 7, Ex. D of this Contract.

6. CCO Risk Corridors

Contractor shall comply with the requirements for administration of the Risk Corridors established in this Sec. 6. The CCO Risk Corridors utilize specific percentages above and below a target amount, establishing “bands” of risk, which define how Contractor and OHA will review the adjusted costs of the expenses of Members receiving eligible services, subject to settlement.

a. CCO Risk Corridor Definitions

(1) “BHP Risk Corridor Period” means July 1, 2024, through December 31, 2025.

(2) “BHP Expense” means priced encounters offset by reinsurance recoveries and drug rebates, along with other OHA-approved costs or adjustments reflected in Contractor’s completed BHP Settlement Calculation Form, for Covered Services for BHP Members for dates of service during the BHP Risk Corridor Period. For purposes of calculating BHP Expense, Contractor may not claim payment to any Provider for a service provided to a BHP Member under this Contract in an amount greater than the same Provider would be

paid by Contractor for the same service if provided to a Member under Contractor's Medicaid Contract.

(3) "BHP Revenue" means the amount paid to Contractor by OHA for BHP Members in Capitation Payments and case rate payments for dates of service during the BHP Risk Corridor Period, after the application of Section 11 below (including similar provisions as expected to apply for CY25), and excluding the administrative component of the rates and any managed care tax.

(4) "BHP Settlement Calculation Form" means the form provided to Contractor by OHA for calculating the BHP settlement covering the BHP Risk Corridor Period.

b. Operation of the CCO Risk Corridor for Covered Services rendered during the BHP Risk Corridor Period.

(1) BHP Settlements:

(a) No later than April 24, 2026, Contractor shall submit Encounter Data to OHA for Covered Services provided to BHP Members for dates of service during the BHP Risk Corridor Period. Contractor is responsible for ensuring that encounter claims data are received and successfully processed by OHA prior to the submission deadline.

(b) Following receipt of Encounter Data, OHA shall provide the BHP Settlement Calculation Form to Contractor.

(c) In preparing the BHP Settlement Calculation Form, OHA will reprice Encounter Data claims that have no paid amounts using methods OHA publishes when it provides the BHP Settlement Calculation Form to Contractor.

(d) OHA will use BHP Member enrollment data multiplied by the BHP capitation rates for each Category of Aid (COA) and BHP case rates to calculate the BHP Revenue.

(e) Contractor shall review and reply to the BHP Settlement Calculation Form provided by OHA within forty-five (45) days of receipt. Contractor's reply shall include OHA-requested cost information such as incurred but not reported costs, and other Member service expenses.

(f) OHA will review Contractor's response to the settlement calculation within forty-five (45) days of the due date for Contractor's response. The outcome of OHA's review will be to accept, modify, or request further information on Contractor's calculation of BHP Expense, and to indicate the amount of the BHP Risk Corridor Payment.

(g) If Contractor does not agree with OHA's settlement calculation, Contractor may, by notice delivered by email to OHA's Contract Administrator within ten (10) Business Days of OHA's delivery to Contractor of OHA's settlement calculation, seek Administrative Review of Contractor's settlement calculation.

(2) BHP Risk Corridor Payments

(a) The outcome of the settlement calculation process will be used to determine whether OHA owes a payment to Contractor or Contractor owes a payment to OHA. The following payments will be made after the BHP Revenue and BHP Expenses have been determined for the BHP Risk Corridor Period.

(b) Contractor will receive a payment from OHA in the following amounts under the following circumstances:

(i) When Contractor's BHP Expenses for the BHP Risk Corridor Period are between one hundred three percent (103%) and one hundred ten percent (110%) of the BHP Revenue, OHA will pay Contractor an amount equal to fifty percent (50%) of the BHP Expenses between one hundred three percent (103%) and one hundred ten percent (110%) of the BHP Revenue; or

(ii) When Contractor's BHP Expenses for the BHP Risk Corridor Period are equal to or greater than one-hundred ten percent (110%) of the BHP Revenue, OHA will pay Contractor an amount equal to one hundred percent (100%) of BHP Expenses in excess of one hundred ten percent (110%) of the BHP Revenue, and fifty percent (50%) of BHP Expenses between one hundred three percent (103%) and one hundred ten percent (110%) of BHP Revenue.

(c) Contractor will owe a payment to OHA in the following amounts under the following circumstances:

(i) When Contractor's BHP Expenses for the BHP Risk Corridor Period are between ninety percent (90%) and ninety-seven percent (97%) of the BHP Revenue, Contractor shall owe OHA an amount equal to fifty percent (50%) of the excess between ninety-seven percent (97%) of the BHP Revenue and the BHP Expenses; or

(ii) When Contractor's BHP Expenses for the BHP Risk Corridor Period are less than or equal to ninety percent (90%) of the BHP Revenue, the Contractor shall owe OHA an amount equal to one hundred percent (100%) of the difference between the Contractor's BHP Expenses and ninety percent (90%) of the BHP Revenue; and the Contractor shall owe OHA fifty percent (50%) of BHP Revenue between ninety percent (90%) and ninety-seven percent (97%) of BHP Revenue.

(iii) If Contractor owes a payment to OHA, then OHA will confer with Contractor about the method and timing of the payment or charge, which may include adjusting future payments to Contractor.

7. Global Payment Rate Methodology

a. OHA has developed actuarially set Adjusted Per Capita Costs (Capitation Rates) to reimburse plans for providing the Covered Services. A full description of the methodology used to calculate per capita costs may be found in the OHA document "OHP Bridge - Basic Health Program (BHP) 2024 Actuarial Certification." Actuarial Reports are available at https://www.oregon.gov/oha/HPA/ANALYTICS/Pages/OHP-Rates.aspx. Actuarial Reports are not part of this Contract, and except where specifically referred to herein, may not be used in the interpretation or construction of this Contract.

b. Capitation Rates paid to Contractor may include a component of Performance Based Reward (PBR) program similar to provisions incorporated in the State 1115 Waiver. The waiver specifies that OHA will fund Health-Related Services (HRS) through the Oregon Health Plan and establish financial incentives for successful HRS spending. The purpose of the PBR program is to incentivize Coordinated Care Organizations (CCOs) to pay for HRS that will improve health and reduce medical

cost. The PBR program pays a variable underwriting margin to CCOs based on their HRS investments and success in controlling overall cost growth as well as an assessment of Quality Measures. The PBR formula contains limits to ensure that the impact on Capitation Rates remains within actuarially sound limits. Contractor's participation in the PBR program is voluntary, and the conditions of that participation will be communicated by OHA, via Administrative Notice, to Contractor in connection with Capitation Rates development. The amount of overall PBR funds available, specific formula parameters, and the resulting calculations are provided in the Actuarial Report referenced in Paragraph a. above of this Section 7.

8. Administrative Performance Penalty

With implementation of the Administrative Performance (AP) Standard, OHA utilizes an AP Penalty methodology in accordance with Ex. B, Part 8, Sec. 14.

9. [RESERVED]

10. Minimum Medical Loss Ratio

In accordance with 42 CFR § 600.415 if Contractor is deemed by CMS to be health insurance coverage offered by a health insurance issuer, the Contractor shall maintain a Minimum Medical Loss Ratio (MMLR) at or above the MMLR Standard. At the time of contract issuance, OHA understands that this provision does not apply, and therefore in consideration of the impact of the risk corridor under Section 6, waives for the contract period the MMLR Standard and any related reporting requirements. In the event that CMS determines an MMLR Standard must be met, or the risk corridor under Section 6 ceases to apply, Contractor shall submit an annual, certified MMLR Rebate Report which validates its compliance with this requirement, using a template similar to that used under the Contractor's Medicaid contract, and abiding by provisions similar to the Medicaid contract but for differences necessitated by the different legal structure of the BHP. In the event that MMLR reporting becomes required, OHA shall publish a reporting template, required provisions, and related guidance for Contractor.

11. Retroactive Rate Adjustment

The purpose of this Section 11 is to provide the background, process, and methodology for OHA's retroactive adjustment of Contractor's CCO Payment Rates for July 1, 2024, through December 31, 2024, (the "Review Period") and of CCO Payments paid to Contractor for the Review Period.

a. Background

The actuarially set CCO Payment Rates for Members occurred before sufficient data were available to calculate capitation rates that reflect the risk of the Members actually covered during the Review Period. OHA will initially pay Contractor at the CCO Payment Rates set forth in Exhibit C-Attachment 1, "CCO Payment Rates". OHA will then undertake a retrospective rate analysis for the Review Period, the result of which will be actuarially sound CCO Payment Rates for each CCO for each Contract Year, retroactive for the entire Review Period (the "Risk-Adjusted CCO Payment Rates"). The adjustments to CCO Payment Rates through this process will be based on Member risk factors for the actual membership with the CCOs.

b. Process and Methodology

The methodology for and the requirements of the analysis and retroactive Payment Rate adjustments for the Review Period are as follows:

(1) Data: For the retroactive rate adjustments, OHA will evaluate the Enrollment and Encounter data for each CCO, extracted from OHA's systems after March 31, 2025.

(2) Budget Neutrality: CCO Payment Rates will be retroactively risk-adjusted in a budget-neutral manner, starting from statewide base data, to reflect each CCO's membership and its impact on risk scores across and within rate setting regions.

(3) Risk Score Methodology: Unless otherwise documented and substantiated to CCOs, OHA will utilize the CDPS+Rx model with concurrent weights for risk adjustments to the CCO Payment Rates.

(4) Preliminary Results: OHA will provide Contractor, via Administrative Notice, with its preliminary Risk-Adjusted CCO Payment Rates for the Review Period at least 14 calendar days prior to OHA's issuance of Contractor's final Risk-Adjusted CCO Payment Rates. OHA will provide Contractor with an opportunity to review and provide feedback on its preliminary Risk-Adjusted CCO Payment Rates.

(5) Amendment with Final Risk-Adjusted Rates: OHA will provide the final CCO-specific Risk-Adjusted Payment Rates to Contractor by Administrative Notice no later than November 30, 2025, in the form of a mandatory amendment to the Contract, replacing the previously applicable CCO Payment Rates with the final Risk-Adjusted CCO Payment Rates. Contractor shall sign and return the mandatory amendments described in this paragraph within fourteen (14) days of the Administrative Notice providing the amendment to Contractor. Contractor waives the 60-day advance notice period of ORS 414.590(5) for these amendments. Failure of Contractor to sign and return the mandatory amendment will be grounds for OHA to terminate this Contract, without prejudice to OHA's right to recoupment as described in the following paragraph.

(6) Recoupment or Additional Payment: OHA will recoup from or pay to Contractor all Payments for the Review Period resulting from the CCO Payment Rates prior to adjustment. OHA will consult with Contractor in development of any recoupment schedule.

Appeal: If Contractor disagrees with the net amount of the recoupment or payment resulting from the CCO-specific Payment Rates described in Paragraph a. of this Section 9, Contractor may file an appeal via Administrative Notice to OHA's Contract Administrator within ten (10) Business Days of OHA's delivery of the final CCO-specific Payment Rates. Any appeal shall be conducted as an Administrative Review and in the manner described in OAR 410-120-1580(3)-(6). Contractor understands and agrees that Administrative Review is the sole avenue for review of the final CCO-specific Payment Rates. The Administrative Review decision will result in the final CCO-specific Payment Rates if an appeal was timely filed.

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Exhibit D – Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction

The terms and conditions of Section 1, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

2. Compliance with Applicable Law

a. Contractor shall comply and cause all Subcontractors to comply with all State and local laws, regulations, executive orders and ordinances applicable to this Contract or to the performance of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 115; (iii) all other applicable OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309, Divisions 012, 014, 015, 018, 019, 022, 032 and 040, pertaining to the provisions of Behavioral Health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated. OHA's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, ORS 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

b. In compliance with the Americans with Disabilities Act, any written material that is generated and provided by Contractor under this Contract to Clients or Members, including Potential Members, shall, at the request of such Clients or Members, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. OHA shall not reimburse Contractor for costs incurred in complying with this provision. Contractor shall cause all Subcontractors under this Contract to comply with the requirements of this provision.

c. Contractor shall comply with all federal laws applicable to Contractor's performance under this Contract as they may be adopted, amended or repealed from time to time.

3. Independent Contractor

The terms and conditions of Section 3, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

4. Representations and Warranties

The terms and conditions of Section 4, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

5. Correction of Deficient Documents

The terms and conditions of Section 5, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

6. Funds Available and Authorized; Payments

The terms and conditions of Section 6, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein

7. Recovery of Overpayments or Other Amounts Owed by Contractor

The terms and conditions of Section 7, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

8. Indemnity

The terms and conditions of Section 8, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

9. Default; Remedies; and Termination

a. Default by Contractor. Contractor shall be in default under this Contract if:

(1) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

(2) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract and Contractor has not obtained such license or certificate within fourteen (14) days after receipt of OHA's Legal Notice or such longer period as OHA may specify in such Legal Notice; or

(3) Contractor's fails to ensure that no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) occurs without sixty (60) days prior written notice from Contractor or its insurer(s), which shall be made to OHA via Administrative Notice to OHA's Contract Administrator; or

(4) Contractor commits any breach of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach or failure is not cured within fourteen (14) days after receipt of OHA's Notice, or such longer period as OHA may specify in such Notice; or

(5) Contractor knowingly has a relationship with a Person described in Sub.Para. (6) below, concerning whom:

(a) Any license or certificate required by law or regulation to be held by Contractor or Subcontractor to provide services required by this Contract is for any reason denied, revoked, or not renewed; or

(b) Is suspended, debarred, or otherwise excluded from participating in procurement activities under Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued pursuant to Executive Order No. 12549 or under guidelines implementing such order; or

(c) Is suspended or terminated from the Medical Assistance Program or excluded from participation in the Medicare program; or

(d) Is convicted of a felony or misdemeanor related to a crime or violation of Title XVIII, XIX, or XX of the Social Security Act or related laws (or entered a plea of nolo contendere).

(6) The prohibited affiliations in Sub.Para. (5) above apply to a Person that:

(a) Is a director, officer, or partner of Contractor;

(b) Is a subcontractor of Contractor;

(c) Has beneficial ownership of 5 percent or more of Contractor's equity; or

(d) Is a network provider or person with an employment, consulting, or other arrangement with Contractor for the provision of items and services that are significant and material to Contractor's obligations under this Contract.

(7) If OHA determines that health or welfare of Members is in jeopardy if this Contract continues; or

(8) Contractor fails to enter into an amendment described in Sec. 21, Para. b below of this Ex. D, as necessary for the amendment to go into effect on its proposed effective date.

(9) Any notice of default by Contractor shall identify, with specificity, the term or terms of this Contract allegedly breached.

b. **OHA's Remedies for Contractor's Default.** In the event Contractor is in default under Sec. 9, Para. a, above of this Ex. D, OHA may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

(1) Termination of this Contract under Sec. 9, Para. e, Sub. Para. (2) below of this Ex. D. below;

(2) Withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(3) Sanctions, including civil monetary penalties if applicable, as permitted under Ex. B, Part 9 of this Contract;

(4) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and

(5) Recoupment or Withholding of Overpayments under Sec. 7 above of this Ex. D or Offset or both.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

c. **Default by OHA.** OHA will be in default under this Contract if:

(1) OHA fails to pay Contractor any amount pursuant to the terms of this Contract, net of any Withholding or Recoupment for Overpayment or other Offset, and OHA fails to cure such failure within fifteen (15) days after receipt of Contractor's Legal Notice of such failure to pay or such longer period as Contractor may specify in such Legal Notice; or

(2) OHA commits any breach of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within thirty (30) days after Contractor's Legal Notice or such longer period as Contractor may specify in such Legal Notice.

(3) Any notice of default by Contractor shall identify, with specificity, the term or terms of this Contract allegedly breached.

d. Contractor's Remedies for OHA's Default. In the event OHA is in default under Sec. 9, Para. c. above of this Ex. D, Contractor's sole remedy shall be a claim for any unpaid amounts then due and owing from OHA to Contractor, as identified in Ex. C, net of any Recoupment for Overpayment or other Offset. Except as may be expressly permitted under Sec. 8. Para. c of this Ex. D, damages recoverable by Contractor under this Contract shall be limited as provided for in Sec. 12 below of this Ex. D. In no event shall OHA be liable to Contractor for any expenses Contractor incurs that arise out of or are related to termination of this Contract.

e. Termination

(1) OHA's Right to Terminate at its Discretion. At its sole discretion and without liability to Contractor, OHA may terminate this Contract:

(a) Without cause upon ninety (90) days' prior written Legal Notice of termination by OHA to Contractor; or

(b) Upon receipt of written Legal Notice of termination or the effective date otherwise identified in such Legal Notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow OHA, in the exercise of its discretion, to continue to make payments under this Contract; or

(c) Upon receipt of written Legal Notice of termination or the effective date otherwise identified in such Legal Notice, if federal or State laws, regulations, or guidelines are modified or interpreted in such a way that OHA's purchase or continued use of the Work or Work Products under this Contract is prohibited or OHA is prohibited from paying for such Work or Work products from the planned funding source; or

(d) Notwithstanding any claim Contractor may have under Sec. 16, "Force Majeure," upon receipt of written Legal Notice of termination to Contractor if OHA determines that continuation of the Contract poses a threat to the health, safety, or welfare of any Member or any other OHP eligible individual under Contractor's care.

(2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Contract, and subject to Sec. 9, Para. e, Sub. Para. (3) below of this Ex. D, OHA will have the right, at its sole discretion and without liability to Contractor, to issue Legal Notice to Contractor that OHA is terminating this Contract upon the occurrence of any of the following events:

(a) Contractor is in default under Sec. 9, Para. a, Sub. Para. (1) above of this Ex. D because Contractor has instituted or has had instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

(b) Contractor is in default under Sec. 9, Para. a, Sub. Para. (2) above of this Ex. D because Contractor no longer holds a license or certificate that is required for it to perform Work under the Contract and Contractor has not obtained such license or certificate; or

(c) Contractor is in default under Sec. 9, Para. a, Sub. Para. (4) above of this Ex. D because Contractor commits any breach of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within

the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms.

(d) Contractor has failed to carry out the substantive terms of its Contract or meet the applicable requirements under the Patient Protection and Affordable Care Act.

(3) Before Terminating this Contract under this Sec. 9, Para. e, Sub. Para (1) or Sub. Para. (2) above of this Ex. D, OHA will:

(a) Provide Contractor an opportunity to request Administrative Review of the Legal Notice of termination or Legal Notice of OHA's intent to terminate pursuant to OAR 410-120-1560 and 410-120-1580. If no Administrative Review is requested or following the Administrative Review and any appeals thereof the Contract shall be terminated in accordance with the Legal Notice of termination. Where termination is based on failure to comply with a Corrective Action and Contractor has already had an Administrative Review on issues substantially similar to the basis for the proposed termination, such Administrative Review, subject to any appeal thereof, is deemed to satisfy any requirement for a pre-termination hearing; and

(b) After Administrative Review, give Contractor written Legal Notice, of the decision affirming or reversing the proposed termination of this Contract and, for an affirming decision, the effective date of the termination; and

(c) After a decision affirming termination, give Members notice of the termination and information on their options for receiving services following the effective date of the termination, consistent with 42 CFR § 438.10; and

(d) After OHA has provided Contractor with Legal Notice that it has terminated its Contract under Sec. 9, Para. e, Sub. Para. (1) or intends to terminate this Contract under Sub. Para. (2, above of this Ex. D, OHA must give the affected Members written notice of OHA's intent to terminate this Contract and allow affected Members to Disenroll immediately without cause.

(4) **Contractor's Right to Terminate for Cause.** Contractor may terminate this Contract for cause if OHA is in default under Sec. 9, Para. c above of this Ex. D and fails to cure such default within the time specified therein.

(5) **Contractor's Right to Terminate at its Discretion.**

(a) No later than one hundred and four (104) days prior to the end of a Contract Year, other than Contract Year three, at the end of which this Contract will expire, OHA will provide Contractor's Contract Administrator with Administrative Notice of the changes to the terms and conditions of this Contract that are proposed to be made hereto for the subsequent Contract Year. At its sole discretion, Contractor shall have the right to terminate this Contract without cause for the following Contract Year effective as of the Renewal effective date. In order for termination to be effective hereunder, Contractor must provide OHA with written notice of such intent not less than ninety (90) days prior to the effective date of the Renewal Contract. Notice must be made via Legal Notice. A refusal by Contractor to enter

into a Renewal Contract terminates this Contract, regardless of whether Contractor provided the Legal Notice described in this Sec. 9, Para. e, Sub. Para. (5) of this Ex. D. OHA and Contractor agree that, if Contractor terminates this Contract pursuant to this Sec. 9, Para. e, Sub. Para. (5) of this Ex. D, all other agreements between Contractor and OHA, including the Medicaid Contract and the Non-Medicaid Contract, will be terminated along with this Contract.

(b) If the Oregon Legislature adopts budgetary changes that require OHA to alter the rates under this Contract, OHA will prepare and offer Contractor a required amendment to the rates (the **"Required Rate Amendment"**). No later than one hundred and four (104) days prior to the effective date of the Required Rate Amendment, OHA will provide Contractor's Contract Administrator with Administrative Notice of the proposed changes to the. At its sole discretion, Contractor may terminate this Contract without cause by written Legal Notice to OHA not later than ninety (90) days prior to the effective date of the Required Rate Amendment, for termination effective as of the effective date of the Required Rate Amendment. A refusal by Contractor to enter into the Required Rate Amendment terminates this Contract, regardless of whether Contractor provided the Legal Notice described in this Sec. 9, Para. e, Sub. Para. (5) of this Ex. D and has the same effect as the failure to enter into a Renewal Contract.

(6) Notwithstanding Contractor's Legal Notice of termination or failure to enter into a Renewal Contract or the Required Rate Amendment under Sec. 9, Para. e, Sub. Para. (5) above of this Ex. D, OHA will have the right to require the Contract to remain in full force and effect and be amended as proposed by OHA until ninety (90) days after Contractor has, in accordance with the criteria prescribed by OHA, provided a Transition Plan in accordance with Sec. 10, Para. a below of this Ex. D.

(7) OHA may waive compliance with the deadlines in Sub. Paras. (5) and (6) of this Sec. 9, Para. e, of this Ex. D if OHA finds that the waiver of the deadlines is consistent with the effective and efficient administration of the services provided under this Contract and the protection of Members. If Contractor does not execute a Renewal Contract (or the Required Rate Amendment) or intends to not Renew (or not enter into the Required Rate Amendment), but fails to provide Legal Notice of non-Renewal (or fails to enter into the 2024 Required Rate Amendment) to OHA ninety (90) days prior to the date of any Renewal Contract, OHA will have the right to extend this Contract for the period of time OHA considers necessary, in its sole discretion, to accomplish the termination planning described in this Sec. 9, Para. e, Sub. Para (6) of this Ex. D.

(8) After receipt of Contractor's Notification of intent not to Renew (or not to enter into the Required Rate Amendment), or upon an extension of this Contract as described in Sub. Paras. (6) and (7) above of this Sec. 9, Para. e above of this Ex. D, OHA will issue written Notice to Contractor specifying the effective date of termination, Contractor's operational and reporting requirements, and timelines for submission of deliverables.

(9) Mutual Termination. This Contract may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

(10) Automatic Termination. This Contract will automatically be subject to termination under the condition described in Sec. 9, Para. a, Sub. Para. (7) and Para. e, Sub. Para. (6) above of this Ex. D (refusal to enter into an amended contract).

(11) The party initiating the termination shall provide written Legal Notice of termination to the other party and must specify the provision of this Contract giving the right to terminate, the circumstances giving rise to termination, and the date on which such termination is proposed to become effective.

10. Effect of Legal Notice of Termination, Non-Renewal, or Failure to Renew: Transition Plan

The terms and conditions of this Section 10, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

11. Effect of Termination or Expiration: Other Rights and Obligations

The terms and conditions of paragraphs a -c and e-f of this Section 11, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

a. If Contractor continues to provide services to a Member after the date of termination, OHA shall have no liability whatsoever to Contractor for the provision of such services. In addition, Contractor shall not have the right to seek reimbursement from any Member for the cost or value of any services received thereby after the date this Contract terminates. If Contractor chooses to provide services to a former Member who is no longer OHP eligible, neither OHA nor any such former member have any responsibility to pay for such services.

12. Limitation of Liabilities

The terms and conditions of this Section 12, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

13. Insurance

Contractor shall, from the Contract Effective Date through the date of termination or Expiration Date of this Contract, maintain insurance as set forth in Ex. F, attached hereto.

14. Transparency: Public Posting of Contractor Reports

The terms and conditions of this Section 14, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

15. Access to Records and Facilities; Records Retention; Information Sharing

The terms and conditions of this Section 15, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

16. Force Majeure

The terms and conditions of this Section 16, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

17. Foreign Contractor

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.

18. Assignment of Contract, Successors in Interest

a. Contractor shall not assign or transfer its interest in this Contract, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such

conditions and provisions of this Contract as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Contract.

b. The provisions of this Contract shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

19. Subcontracts

The terms and conditions of this Section 19, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

20. No Third Party Beneficiaries

The terms and conditions of this Section 20, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

21. Amendments

a. OHA may amend this Contract to the extent provided herein, or in RFA OHA 4690-19, and to the extent permitted by Applicable Law. No amendment, modification, or change of terms of this Contract shall be binding on either Party unless made in writing and signed by both Parties and when required approved by the Oregon Department of Justice. Any such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

b. Contractor understands, acknowledges, and agrees that many, if not all, of Contractor's obligations under this Contract with respect to drafting and implementing policies, procedures, and work plans, as well as data collection and reporting, and other similar deliverables, mirror those obligations under the Medicaid Contract. In order to avoid unnecessary duplication of efforts, the parties will, upon request of OHA, enter into a memorandum of understanding wherein the obligation to draft and submit separate policies, procedures, and work plans as well as data collection and reporting, and other similar deliverables will be identified with particularity and where not so identified, Contractor and OHA shall deem the obligation met under this Contract when it is met under the Medicaid Contract.

c. OHA may, from time to time, require Contractor to enter into an amendment to this Contract under any of the following circumstances:

(1) Due to changes in Applicable Laws including changes in Covered Services and CCO Payments under ORS 414.735, or if failure to amend this Contract to effectuate those changes proposed in the amendment may place OHA at risk of non-compliance with Applicable Law or the requirements of the Legislature or Legislative Emergency Board;

(2) To address budgetary constraints, including those arising from changes in funding, appropriations, limitations, allotments, or other expenditure authority limitations provided in Sec. 6 of this Ex. D;

(3) To reduce or expand the Service Area, or reduce or expand the Enrollment limit, or both, and any CCO Payment Rate change as may be necessary to align with the expansion or reduction thereof and which will be made in accordance with Ex. C, Sec. 3 of this Contract; and

(4) To provide additional information regarding Contractor's obligations to: (i) collect and report data, and (ii) submit policies, procedures, handbooks, guidebooks, and the like.

d. Failure of Contractor to enter into an amendment described in Para, c above as necessary for the Amendment to go into effect on its proposed effective date, is a default of Contractor under Sec. 9, Para. a, Sub. Para. (8) of this Ex. D.

e. Any changes in the CCO Payment Rates under ORS 414.735 shall take effect on the date approved by the Legislative Assembly or the Legislative Emergency Board approving such changes. Any changes required by federal or State law or regulation shall take effect not later than the effective date of the federal or State law or regulation.

22. Waiver

The terms and conditions of this Section 22, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

23. Severability

The terms and conditions of this Section 23, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

24. Survival

All rights and obligations cease upon termination or expiration of this Contract, except for the rights and obligations, and declarations which expressly or by their nature survive termination of this Contract, including without limitation the following Sections or provisions set forth below in this Sec. 24. Without limiting the forgoing or anything else in this Contract, in no event shall Contract expiration or termination extinguish or prejudice OHA's right to enforce this Contract with respect to any default by Contractor that has not been cured.

a. Exhibit A, Definitions

b. General Provisions: Secs. 4 and 5

c. Exhibit D: Secs. 1, 4 through 13, 15, 16, 18 through 29, 31.

d. Exhibit E: Sec. 6, HIPAA Compliance (but excluding paragraph d) shall survive termination for as a long as Contractor holds, stores, or otherwise preserves Individually Identifiable Health Information of Members or for a longer period if required under Sec. 12 of this Ex. D.

e. Exhibit N shall survive termination for the period of time that Contractor retains any Access (as such term is defined in Sec. 2.1 of Ex. N) to OHA or State Data, Network and Information Systems, and Information Assets.

f. Special Terms and Conditions:

In addition to any other provisions of this Contract that by their context are meant to survive Contract expiration or termination, the following special terms and conditions survive Contract expiration or termination, for a period of two (2) years unless a longer period is set forth in this Contract:

(1) Claims Data

(a) The submission of all Encounter Data for services rendered to Contractor's Members during the contract period;

(b) Certification that Contractor attests that the submitted encounter claims are complete, truthful and accurate to the best knowledge and belief of Contractor's authorized representative, subject to False Claims Act liability;

(c) Adjustments to encounter claims in the event Contractor receives payment from a Member's Third Party Liability or Third Party recovery; and

(d) Adjustments to encounter claims in the event Contractor recovers any Provider Overpayment from a Provider.

(2) Financial Reporting

(a) Quarterly financial statements as defined in Ex. L;

(b) Audited annual financial statements as defined in Ex. L;

(c) Submission of details related to ongoing Third Party Liability and Third Party recovery activities by Contractor or its Subcontractors; and

(d) Data related to the calculation of quality and performance metrics.

(3) Operations

(a) Point of contact for operations while transitioning;

(b) Claims processing;

(c) Provider and Member Grievances and Appeals; and

(d) Implementation of and any necessary modifications to the Transition Plan.

(4) Corporate Governance

(a) Oversight by Governing Board and Community Advisory Council;

(b) Not initiating voluntary bankruptcy, liquidation, or dissolution;

(c) Maintenance of all licenses, certifications, and registrations necessary to do the business of a CCO in Oregon; and

(d) Responding to subpoenas, investigations, and governmental inquiries.

(5) Financial Obligations

The following requirements survive Contract expiration or termination indefinitely:

(a) Reconciliation of Risk Corridor Payments;

(b) Reconciliation and right of setoffs;

(c) Recoupment of capitation paid for Members deemed ineligible or who were enrolled into an incorrect benefit category; and

(d) Recoupment (by means of setoff or otherwise) of any identified Overpayment.

(6) Sanctions and Liquidated Damages

(a) Contract expiration or termination does not limit OHA's ability to impose Sanction or Liquidated Damages for the failures or acts (or both) as set out in Ex. B, Part 9.

(b) The decision to impose a Sanction or Liquidated Damages does not prevent OHA from imposing additional Sanctions at a later date.

Sanctions imposed on Contractor after Contract expiration or termination will be reported to CMS according to the requirements set out in Ex. B, Part 9.

25. Legal Notice; Administrative Notice

Except as expressly provided otherwise in this Contract, notices required under this Contract shall be made in accordance with the terms set forth below in this Sec. 25.

a. **“Legal Notice”** shall be deemed duly given and effective only when delivered as follows: (a) one (1) Business Day after being delivered by hand to the addressee (b) five (5) Business Days after being placed with the US Postal Service and sent via certified mail, return receipt requested with postage paid; or (c) one (1) Business Day after being placed with a reputable over-night commercial carrier, fees pre-paid, and addressed as set forth below of this Para. a. In addition to the foregoing method of notice, on the same date as each such Legal Notice by Contractor to OHA, Contractor shall provide the same document(s) to OHA via Administrative Notice. Similarly, on the same date as each such Legal Notice by OHA to Contractor, OHA shall the provide the same document(s) to Contractor via Administrative Notice.

(1) **If to OHA:** To the physical address identified for OHA’s Contract Administrator as set forth in Sec. 2 of the General Provisions of this Contract

And with copy to (and notwithstanding the above requirements of this Para. a., if the copy is sent via U.S. Mail, it need only be sent by first class, not certified mail, in order to be deemed given and effective):

Attorney-in-Charge
Health and Human Services Section
General Counsel Division
Oregon Department of Justice
1162 Court Street NE
Salem, Oregon 97301-4096

or to such other Person(s) or address(es) as OHA may identify in writing from time to time in accordance with this Ex. D, Sec. 25, Para. a.

(2) **If to Contractor:** To the physical address identified for Contractor’s Contract Administrator as set forth in Sec. 2 of the General Provisions of this Contract

or to such other Person(s) or address(es) as Contractor may identify in writing from time to time in accordance with this Ex. D, Sec. 25, Para. a.

b. **“Administrative Notice”** shall be deemed duly given and effective only when provided as follows:

(1) **If to OHA:** In the form and to the destination indicated in Exhibit D-Attachment 1 attached to this Contract between the last page of Ex. N and Exhibit C-Attachment 1.

(a) Or in such other form(s) or to such other destination(s) as OHA may identify in writing from time to time in accordance with this Ex. D, Sec. 25, Para. b.

(b) Contractor shall use its reasonable efforts to include in the subject line or functional equivalent of each Administrative Notice the (i) title of the document attached or purpose of the communication, and (ii) the applicable Section and Exhibit number of the Contract pursuant to which the Administrative Notice is being sent.

(c) In the event this Contract is silent with respect to the destination for a communication or deliverable and the destination is not listed in Exhibit D-Attachment 1, the communication or deliverable shall be made to OHA’s Contract

Administrator by means of Administrative Notice to the following email address: CCO.MCODeliverableReports@odhsoha.oregon.gov.

(d) In the event this Contract is silent with respect to a due date for any deliverable, Contractor shall request a due date from OHA, via Administrative Notice, sent to the email address in Sub. Para. (1)(c) of this Para. b, Sec. 25, Ex. D. In the event Contractor requires additional time to comply with the deadline provided by OHA, Contractor and OHA will negotiate in good faith to identify another deadline. If the Parties cannot agree upon a deadline after forty-eight (48) hours of Contractor's initial request, Contractor shall provide the deliverable to OHA on the date OHA identified in its response to Contractor's initial request.

(2) **If to Contractor:** To the email address for Contractor's Contract Administrator as set forth in Sec. 2 of the General Provisions of this Contract, except as provided for in Sub. Para. (2)(a) of this Para. b, Sec. 25, Ex. D. Or to such other Person(s) or address(es) as Contractor may identify in writing from time to time in accordance with this Ex. D, Sec. 25, Para. b.

(a) For matters reasonably within the scope of Ex. C or Ex. L or both, OHA will provide Administrative Notice by email to Contractor's Chief Executive Officer or Chief Financial Officer or both, instead of to Contractor's Contract Administrator.

c. **If Contract is Silent.** In the event a particular provision in this Contract is silent with respect to the means or method of communication, the communication shall be made to OHA's Contract Administrator by Administrative Notice.

26. Construction

The terms and conditions of this Section 26, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein

27. Headings and Table of Contents

The terms and conditions of this Section 27, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein

28. Merger Clause

The terms and conditions of this Section 28, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein

29. Counterparts

The terms and conditions of this Section 29, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein

This Contract and any subsequent Amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract and any Amendments so executed shall constitute an original.

30. Equal Access

The terms and conditions of this Section 30, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

31. Media Disclosure

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The terms and conditions of this Section 31, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

32. Mandatory Reporting of Abuse

The terms and conditions of this Section 32, Exhibit D in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

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Exhibit E – Required Federal Terms and Conditions

Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Contractor shall comply and, as indicated, cause all Subcontractors to comply with the following federal requirements to the extent that they are applicable to this Contract, to Contractor, or to the Work, or to any combination of the foregoing. For purposes of this Contract, all references to federal and State laws are references to federal and State laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions

Contractor shall comply and require all Subcontractors to comply with all federal laws, regulations and executive orders applicable to this Contract or to the delivery of Work. Without limiting the generality of the foregoing, Contractor expressly agrees to comply and require all Subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended; (b) 45 CFR Part 84 which implements, Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (c) the Americans with Disabilities Act of 1990, as amended; (d) Section 1557 of the Patient Protection and Affordable Care Act (PPACA); (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996, as amended; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) the Mental Health Parity and Addiction Equity Act of 2008, as amended; (j) CMS regulations (including 42 CFR Part 438, subpart K) and guidance regarding mental health parity, including 42 CFR 438.900 et. seq.; (k) all regulations and administrative rules established pursuant to the foregoing laws; (l) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations; and (m) all federal laws requiring reporting of Member abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC. 14402.

2. Equal Employment Opportunity

If this Contract, including Amendments, is for more than $10,000, then Contractor shall comply and require all Subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations

If this Contract, including Amendments, exceeds $100,000 then Contractor shall comply and require all Subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 USC. 1251 to 1387), specifically including, but not limited to Section 508 (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported in writing to: (a) OHA via Administrative Notice; (b) United States Department of Health and Human Services; and (c) the appropriate Regional Office of the federal Environmental Protection Agency. Contractor shall include and require all Subcontractors to include in all contracts with Subcontractors receiving more than $100,000, language requiring the Subcontractor to comply with the federal laws identified in this section.

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4. Energy Efficiency

Contractor shall comply and require all Subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC 6201 et seq. (Pub. L. 94-163).

5. Truth in Lobbying

By signing this Contract, Contractor certifies, to the best of Contractor's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any Person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any Person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. Contractor shall require that the language of the certification made under this Sec. 5 of this Ex. E be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.

d. The certification made under this Sec. 5 of this Ex. E is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31, of the U.S. Code. Any Person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

e. No part of any federal funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

f. No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

g. The prohibitions in Paras. e and f of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

h. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. HIPAA Compliance

The parties acknowledge and agree that each of OHA and Contractor is a "covered entity" for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and its implementing federal regulations (collectively referred to as HIPAA). OHA and Contractor shall comply with HIPAA to the extent that any Work or obligations of OHA arising under this Contract are covered by HIPAA. Contractor shall develop and implement such policies and procedures for maintaining the privacy and security of Records and authorizing the use and disclosure of Records required to comply with this Contract and with HIPAA. Contractor shall comply and cause all Subcontractors to comply with HIPAA and the following:

a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and OHA for purposes directly related to the provision of services to Members which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate HIPAA Privacy Rules in 45 CFR Parts 160 and 164, OHA Privacy Rules, OAR Chapter 407 Division 14, and OAR Chapter 943, Division 14, or OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: https://sharedsystems.dhsoha.state.or.us/forms/, Form number ME2090 Notice of Privacy Practices, or may be obtained from OHA.

b. HIPAA Information Security. Contractor shall adopt and employ reasonable administrative, technical, and physical safeguards required by HIPAA Privacy Rules in 45 CFR Parts 160 and 164, OAR Chapter 407, Division 14, and OAR Chapter 943, Division 14, and OHA Notice of Privacy Practices to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with Applicable Laws and the terms and conditions of this Contract. Incidents involving the privacy or security of Member Information must be immediately reported, but no later than one (1) Business Days after discovery, via Administrative Notice, to the Privacy Compliance Officer in OHA's Information Security and Privacy Office (ISPO) at DHS.PrivacyHelp@odhsoha.oregon.gov, with a follow-up telephone call to ISPO's Privacy Reporting Line at 503-945-5780.

c. Data Transactions Systems. Contractor shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the OHA EDT Rules, 943-120-0100 through 943-120-0200. In order for Contractor to exchange electronic data transactions with OHA in connection with claims or Encounter Data, eligibility or Enrollment information, authorizations or

other electronic transaction, Contractor shall execute an EDT Trading Partner Agreement with OHA and shall comply with the OHA EDT Rules.

d. Consultation and Testing. If Contractor reasonably believes that Contractor's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the OHA HIPAA officer. Contractor or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

7. Resource Conservation and Recovery

Contractor shall comply and require all Subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

8. Audits

a. Contractor shall comply, and require all Subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Contract and Applicable Law.

b. If Contractor expends $750,000 or more in federal funds (from all sources) in a federal fiscal year, Contractor shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be provided, via Administrative Notice, to OHA, within thirty (30) days of completion. If Contractor expends less than $750,000 in a federal fiscal year, Contractor is exempt from Federal audit requirements for that year. Records must be available as provided in Ex. B, Part 8, Sec. 3, "Access to Records."

c. Contractor must cooperate with OHA in OHA's compliance with audit requirements and responsibilities applicable to OHP Bridge, as set forth in 42 CR Part 600, Subpart H.

9. Debarment and Suspension

Contractor shall, in accordance with 42 CFR 438.808(b), not permit any Person to be a Subcontractor if the Person is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension." (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

Contractor shall ensure that no amounts are paid to a Provider that could be excluded from participation in Medicare or Medicaid for any of the following reasons:

a. The Provider is Controlled by a Sanctioned individual.

b. The Provider has a contractual relationship that provides for the administration, management or provision of Medical Services, or the establishment of policies, or the provision of operational support for the administration, management or provision of Medical Services, either directly or indirectly, with an individual convicted of certain crimes as described in section 1128(b)(8)(B) of the Social Security Act.

c. The Provider employs or contracts, directly or indirectly, for the furnishing of health care, Utilization Review, medical social work, or administrative services, with one of the following:

(1) Any individual or entity excluded from participation in federal health care programs.

(2) Any entity that would provide those services through an excluded individual or entity.

d. The Contract prohibits Contractor from knowingly having a Person with ownership of 5% or more of Contractor's equity if such Person is (or is Affiliated with a Person or entity that is) debarred, suspended, or excluded from participation in federal healthcare programs.

e. If OHA learns that Contractor has a prohibited relationship with a Person or entity that is debarred, suspended, or excluded from participation in federal healthcare programs, OHA:

(1) Must notify DHHS of Contractor's noncompliance;

(2) May continue an existing agreement with Contractor unless DHHS directs otherwise; and

(3) Shall have the right not to Renew or extend this Contract with Contractor unless DHHS provides to the State a written statement describing compelling reasons that exist for Renewing or extending this Contract, consistent with 42 CFR 438.610.

10. [RESERVED]

11. Additional OHP Bridge, Medicaid and CHIP Requirements

Contractor shall comply with all Applicable Laws pertaining to the provision of OHP Bridge Covered Services under Section 1331 of the Patient Protection and Affordable Care Act of 2010 and 42 CFR Part 600. Contractor shall comply with all Applicable Laws pertaining to the provision of OHP services under the Medicaid Act, Title XIX, 42 USC Section 1396 et seq., and CHIP benefits established by Title XXI of the Social Security Act, including without limitation:

a. Keep such Records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State or federal agency responsible for administering the OHP program regarding any payments claimed by such Person or institution for providing OHP services as the State or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR § 431.107(b)(1) & (2); and 42 CFR § 457.950(a)(3).

b. Comply with all disclosure requirements of 42 CFR § 1002.3(a); 42 CFR § 455 Subpart (B); and 42 CFR § 457.900(a)(2).

c. Certify when submitting any claim for the provision of OHP services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor's understanding that payment of the claim will be from federal and State funds and that any falsification or concealment of a material fact may be prosecuted under federal and State laws.

12. Agency based Voter Registration

If applicable, Contractor shall comply with the Agency based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

13. Clinical Laboratory Improvements

Contractor shall and shall ensure that any Laboratories used by Contractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438 (Clinical Laboratories, which require that all Laboratory testing sites providing services under

this Contract shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of Laboratory tests.

14. Advance Directives

Contractor shall comply with 42 CFR Part 422.128 for maintaining written policies and procedures for Advance Directives. This includes compliance with 42 CFR 489, Subpart I "Advance Directives" and OAR 410-120-1380, which establishes, among other requirements the requirements for compliance with Section 4751 of the Omnibus Budget Reconciliation Act of 1991 (OBRA) and ORS 127.649, Patient Self-Determination Act. Contractor shall maintain written policies and procedures concerning Advance Directives with respect to all adult Members receiving medical care by Contractor. Contractor shall provide adult Members with written information on Advance Directive policies and include a description of Oregon law. The written information provided by Contractor shall reflect changes in Oregon law as soon as possible, but no later than ninety (90) days after the effective date of any change to Oregon law. Contractor shall also provide written information to adult Members with respect to the following:

a. Their rights under Oregon law; and

b. Contractor's policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience.

c. Contractor shall inform Members that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

Contractor is prohibited from conditioning the provision of care or otherwise discriminating against a Member based on whether or not the individual has executed an Advance Directive per 42 CFR § 438.3(j); 42 CFR § 422.128; or 42 CFR § 489.102(a)(3).

15. Practitioner Incentive Plans

Contractor may operate a Practitioner Incentive Plan only if no specific payment is made directly or indirectly under the plan to a Provider as inducement to reduce or limit Medically Appropriate Covered Services provided to a Member. Contractor shall comply with all requirements of Sections 4204 (a) and 4731 of the Omnibus Budget Reconciliation Act of 1990 that concern Practitioner Incentive Plans.

16. Risk HMO

If Contractor is a Risk HMO and is Sanctioned by CMS under 42 CFR 438.730, Payments provided for under this Contract will be denied for Members who enroll after the imposition of the Sanction, as set forth under 42 CFR 438.726.

17. Conflict of Interest Safeguards

a. Contractor shall not offer, promise, or engage in discussions regarding future employment or business opportunity with any DHS or OHA employee (or their relative or Member of their household), and no DHS or OHA employee shall solicit, accept or engage in discussions regarding future employment or business opportunity, if such DHS or OHA employee participated personally and substantially in the procurement or administration of this Contract as a DHS or OHA employee.

b. Contractor shall not offer, give, or promise to offer or give to any DHS or OHA employee (or any relative or Member of their household), and such employees shall not accept, demand, solicit, or receive any gift or gifts with an aggregate value in excess of $50 during a calendar year or any gift of payment of expenses for entertainment. "Gift" for this purpose has the meaning defined in ORS 244.020 and OAR 199-005-0001 to 199-005-0030.

c. Prior to the award of any replacement contract, Contractor shall not solicit or obtain, from any DHS or OHA employee, and no DHS or OHA employee may disclose, any proprietary or source selection information regarding such procurement, except as expressly authorized by the Director of OHA or DHS.

d. Contractor shall not retain a former DHS or OHA employee to make any communication with or appearance before OHA on behalf of Contractor in connection with this Contract if that Person participated personally and substantially in the procurement or administration of this Contract as a DHS or OHA employee.

e. If a former DHS or OHA employee authorized or had a significant role in this Contract, Contractor shall not hire such a Person in a position having a direct, beneficial, financial interest in this Contract during the two-year period following that Person's termination from DHS or OHA.

f. Contractor shall develop and maintain (and update as may be needed from time to time) a Conflict of Interest Safeguards Handbook wherein Contractor shall set forth appropriate, written policies and procedures to avoid actual or potential conflict of interest involving Members, DHS, or OHA employees, and Subcontractors. These policies and procedures shall include, at a minimum, safeguards:

(1) against Contractor's disclosure of Applications, bids, proposal information, or source selection information; and

(2) requiring Contractor to:

(a) promptly report, but in no event seven (7) Business Days after impermissible contact, any contact with a Contractor, bidder, or offeror in writing, via Administrative Notice, to OHA's Contract Administrator; and

(b) reject the any offer or proposed offer of employment; or disqualify itself from further personal and substantial participation in the procurement if Contractor contacts or is contacted by a Person who is a contractor, bidder, or offeror in a procurement involving federal funds regarding possible employment for Contractor.

g. Contractor shall provide OHA its Conflict of Interest Safeguards Handbook within five (5) Business Days of OHA's request or at the request of: (i) the Oregon Secretary of State; (ii) the federal government's Office of Inspector General; (iii) the federal Government Accountability Office; (iv) CMS; and (v) any other authorized state or federal reviewers, for the purposes of audits or inspections. The foregoing agencies shall have the right to review and approve or disapprove such Handbook for compliance with this Sec. 17 of this Ex. E which shall be provided to Contractor within thirty (30) days of receipt. In the event OHA disapproves of the Conflict of Interest Safeguards Handbook, Contractor shall, in order to remedy the deficiencies in such Handbook, follow the process set forth in Sec. 5, Ex. D of this Contract.

h. The provisions of this Sec. 17 of Ex. E, Conflict of Interest Safeguards, are intended to be construed to assure the integrity of the procurement and administration of this Contract. For purposes of this Sec. 17:

(1) "Contract" includes any Predecessor CCO Contract or other similar contract between Contractor and OHA.

(2) Contractor shall apply the definitions in the State Public Ethics Law, ORS 244.020, for "actual conflict of interest," "potential conflict of interest," "relative," and "Member of household."

(3) "Contractor" for purposes of this section includes all Contractor's Affiliates, assignees, subsidiaries, parent companies, successors and transferees, and persons under common Control with Contractor; any officers, directors, partners, Agents and employees of such Person; and all others acting or claiming to act on their behalf or in concert with them.

(4) "Participates" means actions of a DHS or OHA employee, through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in connection with the Contract.

(5) "Personally and substantially" has the same meaning as "personal and substantial" as set forth in 5 CFR §2635.402(b)(4).

18. Non-Discrimination

Contractor shall comply, and require its Subcontractors to comply, with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. Contractor shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.

19. OASIS

To the extent applicable, Contractor shall comply with, and shall require Subcontractors to comply with, the Outcome and Assessment Information Set reporting requirements and notice requirements for skilled services provided by Home Health Agencies, pursuant to CMS requirements published in 42 CFR 484.20, and such subsequent regulations as CMS may issue in relation to the OASIS program.

20. Patient Rights Condition of Participation

To the extent applicable, Contractor shall comply with, and shall require Subcontractors to comply with, the Patient Rights Condition of Participation that Hospitals must meet to continue participation in the Medicaid program, pursuant to 42 CFR Part 482. For purposes of this Contract, Hospitals include short-term, psychiatric, rehabilitation, long-term, and children's Hospitals.

21. Federal Grant Requirements

The federal Medicaid rules establish that OHA is a recipient of federal financial assistance, and therefore is subject to federal grant requirements pursuant to 42 CFR 430.2(b). To the extent applicable to Contractor or to the extent OHA requires Contractor to supply information or comply with procedures to permit OHA to satisfy its obligations federal grant obligations or both, Contractor shall comply with the following parts of 45 CFR

a. Part 74, including Appendix A (uniform federal grant administration requirements);

b. Part 92 (uniform administrative requirements for grants to state, local and tribal governments);

c. Part 80 (nondiscrimination under Title VI of the Civil Rights Act);

d. Part 84 (nondiscrimination on the basis of handicap);

e. Part 91 (nondiscrimination on the basis of age);

f. Part 95 (Medicaid and CHIP federal grant administration requirements); and

g. Contractor shall not expend, and Contractor shall include a provision in any Subcontract that its Subcontractor shall not expend, any of the funds paid under this Contract for roads, bridges, stadiums, or any other item or service not covered under the OHP.

22. Mental Health Parity

Contractor shall adhere to CMS guidelines regarding Mental Health Parity detailed below:

a. If Contractor does not include an aggregate lifetime or annual dollar limit on any medical/surgical benefits or includes an aggregate lifetime or annual dollar limit that applies to less than one-third of all medical/surgical benefits provided to Members, it may not impose an aggregate lifetime or annual dollar limit, respectively, on mental health or substance use disorder benefits;

b. If Contractor includes an aggregate lifetime or annual dollar limit on at least two-thirds of all medical/surgical benefits provided to Members, it must either apply the aggregate lifetime or annual dollar limit both to the medical/surgical benefits to which the limit would otherwise apply and to mental health or substance use disorder benefits in a manner that does not distinguish between the medical/surgical benefits and mental health or substance use disorder benefits; or not include an aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits that is more restrictive than the aggregate lifetime or annual dollar limit, respectively, on medical/surgical benefits;

c. If Contractor includes an aggregate lifetime limit or annual dollar amount that applies to one-third or more but less than two-thirds of all medical/surgical benefits provided to Members, it must either impose no aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits; or impose an aggregate lifetime or annual dollar limit on mental health or substance use disorder benefits that is no more restrictive than an average limit calculated for medical/surgical benefits in accordance with 42 CFR § 438.905(e)(ii);

d. Contractor shall not apply any financial requirement or treatment limitation to mental health or substance use disorder benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all medical/surgical benefits in the same classification furnished to Members (whether or not the benefits are furnished by Contractor);

e. If a Member is provided mental health or substance use disorder benefits in any classification of benefits (inpatient, Outpatient, emergency care, or prescription drugs), mental health or substance use disorder benefits must be provided to the Member in every classification in which medical/surgical benefits are provided;

f. Contractor may not apply any cumulative financial requirements for mental health or substance use disorder benefits in a classification (inpatient, Outpatient, emergency care, prescription drugs) that accumulates separately from any established for medical/surgical benefits in the same classification;

g. Contractor may not apply more stringent utilization or Prior Authorization standards to mental health or substance use disorder, then standards that are applied to medical/surgical benefits;

h. Contractor may not impose Non-Quantitative Treatment Limitations (NQTLs) for mental health or substance use disorder benefits in any classification unless, under the policies and procedures of Contractor as written and in operation, any processes, strategies, evidentiary standards, or other factors used in applying the NQTL to mental health or substance use disorder benefits in the classification are comparable to, and are applied no more stringently than, the processes, strategies, evidentiary standards, or other factors used in applying the limitation for medical/surgical benefits in the classification;

i. Contractor shall provide all necessary documentation and reporting required by OHA to establish and demonstrate compliance with 42 CFR part 438, subpart K regarding parity in mental health and substance use disorder benefits;

j. Contractor shall use processes, strategies, evidentiary standards or other factors in determining access to out of Network Providers for mental health or substance use disorder benefits that are comparable to and applied no more stringently than, the processes, strategies, evidentiary standards or other factors in determining access to out of Network Providers for medical/surgical benefits in the same classification.

23. Effect of Loss of Program Authority

Should any part of the scope of work under this Contract relate to a State program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), Contractor must do no work on that part after the effective date of the loss of program authority. The State must adjust Capitation Rates to remove costs that are specific to any program or activity that is no longer authorized by law. If Contractor works on a program or activity no longer authorized by law after the date the legal authority for the work ends, Contractor will not be paid for that work. If the State paid Contractor in advance to work on a no-longer-authorized program or activity and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work should be returned to the State. However, if Contractor worked on a program or activity prior to the date legal authority ended for that program or activity, and the State included the cost of performing that work in its payments to Contractor, Contractor may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority.

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Exhibit F – Insurance Requirements

The terms and conditions of Exhibit F in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

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Exhibit G – Reporting of Delivery System Network Providers, Cooperative Agreements, and Hospital Adequacy

1. Delivery System Network Provider Monitoring and Reporting Overview

a. Contractor shall employ or Subcontract with, in accordance with the standards set forth in CFR § 438.206, Ex. B, Part 4 and any other applicable provisions of this Contract, enough Providers to meet the needs of its Members in all categories of service, and types of service Providers, such that Members have timely and appropriate access to services. Contractor shall develop its Provider Network that is consistent with 42 CFR § 438.68, 42 CFR § 457.1230, and OAR 410-141-3515. Contractor shall only employ or otherwise contract with Providers who agree to provide services to Non-Medicaid, COFA, Veteran, and Medicaid Members and who comply with all applicable state and federal non-discrimination laws including, without limitation, ORS 659A.440 through 659A.409 and the federal Civil Rights Act. Contractor shall incorporate the priorities from its Community Health Assessment, its Community Health Improvement Plan, and Transformation and Quality Strategy such that Contractor's Provider Network is capable of providing integrated and coordinated physical, Oral Health, Behavioral Health, and Substance Use Disorders treatment services and supports as required under this Contract.

b. If necessary to ensure access to an adequate Provider Network, Contractor may be required to contract with Providers located outside of the defined Service Area.

c. Contractor shall Monitor, document, report and evaluate its Provider Network as set forth in this Ex. G.

d. Contractor's obligations under Para. c, above of this Ex. G, shall include the development of a system and methodology for Monitoring and evaluating Member access including, but not limited to, the availability of Network Providers within time and distance standards, adherence to standards for wait time to appointment for primary care, specialty care, and Behavioral Health services, and sufficiency of language services and physical accessibility.

e. Contractor shall promptly and fully remedy any Provider Network deficiencies identified through the course of self-assessment, in the event of a Material Change, or as a result of OHA Monitoring, or EQRO review under the Medicaid Contract.

f. The accuracy of data and completeness submitted in the quarterly DSN Provider Capacity Report will be periodically validated against available sources. If Provider data is submitted in an invalid format or contains invalid values for required data elements or both, OHA shall have the right to require Contractor to correct its data. If data errors are persistent, as defined by OHA, OHA shall have the right to require Contractor to, in addition to correcting its data, provide monthly DSN Provider Capacity Reports to OHA, and OHA shall have the right to pursue any and all of its rights and remedies under this Contract.

g. If any activities have been Subcontracted, Contractor shall also describe the maintenance, reporting, and Monitoring and its oversight procedures to ensure compliance with the requirements of this Contract and Provider Network adequacy.

2. Delivery System Network Provider Monitoring and Reporting Requirements

The terms and conditions of Section 2, Exhibit G in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

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3. Cooperative Agreements with Publicly Funded Programs

The terms and conditions of Section 3, Exhibit G in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

4. [RESERVED]

5. Hospital Network Adequacy

The terms and conditions of Section 5, Exhibit G in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

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Exhibit H – Value-Based Payment

Contractor shall demonstrate, as specified below, how it will use Value-Based Payment methodologies alone or in combination with delivery system changes to achieve the Triple Aim Goals of better care, controlled costs, and better health for Members.

Contractor is not required to compensate any providers providing services to BHP Members utilizing the Value Based Payment methodology under this Contract.

However, Contractor may, if it so chooses, compensate its providers providing services to BHP Members utilizing the Value Based Payment methodology. In the event Contractor does so, Contractor may include any such payments made under this Contract in its VBP reporting obligations under the Medicaid Contract.

1. [RESERVED]

2. [RESERVED]

3. Patient-Centered Primary Care Home (PCPCH) VBP Requirements

a. Contractor shall provide per-Member-per-month payments to its PCPCH clinics as a supplement to any other payments made to PCPCHs, be they Fee-for-Service or VBPs. Contractor shall also vary the PMPMs such that higher-tier PCPCHs receive higher payments than lower-tier PCPCHs. The PMPM payments must be in amounts that are material and increase each of the three Contract Years of this Contract. OHA's VBP Technical Guide will include guidance to assist Contractor in complying with these requirements.

b. The PCPCH PMPM payment counted for this requirement must be at a LAN Category 2A (Foundational Payments for Infrastructure & Operations) level, as defined by the LAN Framework. Unless combined with a LAN Category 2C VBP or higher, such payment arrangements shall not count toward Contractor's annual CCO VBP minimum threshold or Contractor's annual VPB targets.

4. [RESERVED]

5. [RESERVED]

6. [RESERVED]

7. [RESERVED]

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Exhibit I – Grievance and Appeal System

The terms and conditions of Exhibit I in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

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Exhibit J – Health Information Technology

The terms and conditions of Exhibit J in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

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Exhibit K – Social Determinants of Health and Equity

1. Community Advisory Council

To ensure that the health care needs of all Members of the Community within Contractor's Service Area are being addressed, Contractor shall ensure that its Community Advisory Council, established in accordance with ORS 414.575, advises Contractor on such matters specific to the OHP Bridge – BHP Members.

2. Community Advisory Council Membership

The terms and conditions of Section 2, Exhibit K in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

3. Community Advisory Council Meetings

The terms and conditions of Section 3, Exhibit K in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

4. Duties of the CAC

The terms and conditions of Section 4, Exhibit K in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

5. Contractor's Annual CAC Demographic Report

The terms and conditions of Section 5, Exhibit K in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

6. Community Health Assessment

The terms and conditions of Section 6, Exhibit K in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

7. Community Health Improvement Plan

The terms and conditions of Section 7, Exhibit K in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

8. [RESERVED]

9. Health-Related Services

The terms and conditions of Section 9, Exhibit K in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

10. Health Equity Plans

The terms and conditions of Section 10, Exhibit K in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

11. Traditional Health Workers

The terms and conditions of Section 11, Exhibit K in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

12. REALD Data Collection

The terms and conditions of Section 12, Exhibit K in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

Exhibit L – Solvency Plan, Financial Reporting, and Sustainable Rate of Growth

1. Overview of Solvency Plan

The terms and conditions of Section 1, Exhibit L in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

2. Financial Responsibility; Allowable Expenses and Costs

a. In keeping with Contractor's obligations under Sec. 1, Para. c above of this Ex. L, and in keeping with the State's goals, as set out in ORS 414.018, 414.570, and 442.386, which include, without limitation, (i) increasing the quality, reliability, and continuity of care, (ii) ensuring the long-term affordability and financial sustainability of the State's health care system, and (iii) advancing the use of health information technology to achieve the foregoing goals as well as many others, Contractor must ensure all costs and expenses are necessary for Contractor's business operations and rationally related to serving the goals of the State.

b. Contractor shall be subject to oversight authority from the trustees of the BHP Trust Fund, and must comply with all requests made by any of the trustees of the BHP Trust Fund for records, receipts, or other information necessary to enable the trustees to effect appropriate oversight over the appropriate use of the BHP Trust Fund, as required by Section 1331 of the Patient Protection and Affordable Care Act of 2010 and 42 CFR Part 600. The trustees of the BHP Trust Fund are the duly authorized representatives of OHA and as such shall have the same rights to request and have access to Contractor's Records that OHA has under Sec. 15 of Exhibit D to this Contract.

c. Contractor shall ensure all annual executive and director level compensation (including fringe benefits), that is reported to OHA as an allowable administrative expense to be included in the development of capitation rates is (i) reasonable for the actual services rendered, (ii) conforms to the established, written policies of Contractor, and (iii) is not in excess of the benchmark compensation amount determined applicable for the fiscal year by the Office of Federal Procurement Policy adjusted annually to reflect the change in the Employment Cost Index for private industry workers in service producing industries as calculated by the Bureau of Labor Statistics. For purposes of this Para. a, "Compensation" means the total amount of wages, salary, bonuses, deferred compensation (including securities), and fringe benefits, whether paid, earned, or otherwise accruing during a calendar year. Fringe benefits include, without limitation, the costs of vacation, personal, and sick leave, insurance benefits (life, health, etc.), retirement benefits, and severance pay. In the event OHA determines Contractor has failed to report the compensation of its executives and directors in accordance with the criteria set forth in this Para. a, OHA shall have the right to determine the allowable reportable compensation that will be used in the development of capitation rates.

d. Contractor shall ensure all transactions (including, without limitation, those for management, professional, consulting, and other services, for real or personal property, equipment, supplies, and financing) that are reported to OHA as allowable reportable expenses to be included in the development of capitation rates (i) are reasonably necessary for the operation of the CCO, (ii) comply with Contractor's established, written procurement policies and procedures, and (iii) do not impair or otherwise compromise (w) Contractor's obligation to provide Covered Services to its Members, (x) the ability of Contractor to recruit, retain, employ, or contract with sufficient numbers of Providers or health care practitioners (physical, behavioral, and oral health, THWs, etc.), or both, to achieve network adequacy in a manner that reflects and meets the needs of the diversity of populations within Contractor's Service Area, (y) the implementation and use of EHRs

throughout its Provider Network as set forth in its HIT Roadmap, and (z) any other obligations of Contractor under this Contract.

(1) Except as provided in Sub. Para. (2) below of this Para. b, and in addition to the requirements set for in Para. b above of this Sec. 2, all transactions with, or payments to, a Related Party that are reported to OHA as allowable expenses to be included in the development of capitation rates must be valued at the Cost to the Related Party, not to exceed the Fair Market Value of comparable services, property, equipment, or supplies that could be purchased elsewhere and resulting from an arm's length transaction. However, if the Fair Market Value for comparable services, property, equipment or supplies is lower than the Costs of the Related Party, the allowable reported expense shall not exceed the Fair Market Value.

(2) Notwithstanding Sub. Para. (1) above of this Para. b, an exception may be provided if the Contractor demonstrates by convincing evidence, as reasonably determined by OHA, that: (i) the service provider, supplier of equipment or supplies, property owner, or financing organization (individually and collectively, "Vendor") is a bona fide separate organization; (ii) a substantial part of the Vendor's business activity with Contractor is transacted with third-parties that are not related to the Vendor by common ownership or control and there is an open, competitive market for the type of services, property, equipment, or supplies offered by the Vendor; (iii) the charge to Contractor by the Vendor is in line with the charge for the services, property, equipment, or supplies offered on the open market and is no more than the charge made under comparable circumstances to others by the Vendor for such services, property, equipment, or supplies. In such event, the charge by the Related Party to Contractor for such service, property, equipment, or supplies is allowable at Cost.

(3) In the event OHA determines Contractor has failed to report transactions in accordance with the criteria set forth in this Para. b, OHA shall have the right to determine the allowable reportable sums that will be used in the development of capitation rates.

(4) For the purpose of this Para. b, "Cost" means the expenditure required to create or sell services, property, equipment, or supplies, without any mark-up for profit.

(5) For the purpose of this Para. b, "Fair Market Value" means the price payable for comparable services, property, equipment, or supplies which could be purchased elsewhere, resulting from an arm's length transaction entered into by willing buyers and willing sellers, neither being under any compulsion to purchase or sell and both having reasonable knowledge of the facts.

e. Contractor shall include in each contract, agreement, and purchase order entered into with, and issued to, every Vendor the obligation to comply with any and all requests for information, records, and documents requested by Contactor (and identified by OHA) as may be necessary to be granted an exception under Sub. Para. (2) above of Para. b above of this Sec. 2.

f. Without limiting any other terms and conditions of this Contract, Contractor's failure to comply with its obligations under Paras. a through c above under this Sec. 2 shall be a material breach of this Contract.

3. NAIC Financial Reporting

The terms and conditions of Section 3, Exhibit L in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

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4. Supplemental Financial Reporting

The terms and conditions of Section 4, Exhibit L in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

5. Other Required Reports

The terms and conditions of Section 5, Exhibit L in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

6. Assumption of Risk/Private Market Reinsurance

The terms and conditions of Section 6, Exhibit L in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

7. Restricted Reserve Requirements

The terms and conditions of Section 7, Exhibit L in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

8. Risk Based Capital and Capital Adequacy Requirements

The terms and conditions of Section 8, Exhibit L in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

9. Sustainable Rate of Growth Requirement

The terms and conditions of Section 9, Exhibit L in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

10. Delivery of Reports, Information, and Documents to OHA

The terms and conditions of Section 10, Exhibit L in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

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Exhibit M – Behavioral Health

Behavioral Health services administered through this Contract must be designed to empower Members to live, work, and thrive in their communities. Contractor shall administer services, programs, and activities in the most integrated setting appropriate to the needs of its Members consistent with Title II Integration Mandate of the Americans with Disabilities Act and the 1999 Olmstead decision (https://www.ada.gov/olmstead/olmstead_about.htm).

Behavioral Health services must be provided to improve the transition of Members from higher levels of care into integrated settings in the Community. Sufficient and appropriate Behavioral Health services must be provided to enable Members to integrate and live successfully in the Community and avoid incarceration and unnecessary hospitalization.

1. Behavioral Health Requirements

With respect to the provision of Behavioral Health Care services Contractor shall do all of the following:

a. Be responsible for providing Behavioral Health services, including Mental Health wellness appointments as specified in the applicable OARs implementing Enrolled Oregon House Bill 2469 (2021), for all Members and Care Coordination for Members accessing non-covered Behavioral Health services in accordance with the applicable terms and conditions of this Contract, including without limitation Ex. B, Part 2.

b. Ensure that Services and supports meet the needs of the Member and address the recommendations stated in the Member's Behavioral Health Assessment.

c. Ensure Members have timely access to care in accordance with OAR 410-141-3515 and the applicable terms and conditions of this Contract, including without limitation Ex. B, Part 4.

d. Arrange for the provision of Health-Related Services to Members, as required in Ex. K of this Contract, to improve a Behavioral Health condition.

e. Adhere to CMS guidelines regarding Mental Health Parity, as required in Ex. E, Sec. 22 of this Contract.

f. Contractor may Subcontract with Behavioral Health Providers to meet its obligations under this Sec. 1, Ex. M and any and all other applicable provisions of this Contract relating to the provision of Behavioral Health services. Contractor shall Subcontract with the necessary number of Behavioral Health Providers to ensure it meets all of the foregoing obligations. In the event Contractor is unable to meet each and every one of its obligations under this Sec. 1, Ex. M and all other applicable provisions of this Contract relating to Behavioral Health services, Contractor shall take the steps necessary to increase its Behavioral Health Provider Network in order to meet its obligations as set forth herein, which may include requesting assistance from OHA in identifying qualified Behavioral Health Providers.

g. Publish on Contractor's website a document designed to educate Members about best practices, care quality expectations, screening practices, treatment options, and other support resources available to Members who have mental health illnesses or Substance Use Disorders. OHA has provided a Guidance Document on the CCO Contract Forms Website that provide details regarding Contractor's obligations regarding this educational document. Contractor shall update the educational document within thirty (30) days of any change affecting its content.

h. As required by Enrolled Oregon House Bill 3046 (2021), provide Behavioral Health services that include but are not limited to:

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(1) For a Member who is experiencing a Behavioral Health crisis, a Behavioral Health assessment and services that are Medically Necessary to transition the Member to a lower level of care;

(2) At least the minimum level of services that are Medically Necessary to treat a Member's underlying Behavioral Health condition rather than a mere amelioration of current symptoms, such as suicidal ideation or psychosis, as determined in a Behavioral Health assessment of the Member or specified in the Member's care plan;

(3) Treatment of co-occurring Behavioral Health disorders or medical conditions in a coordinated manner;

(4) Treatment at the least intensive and least restrictive level of care that is safe and effective and meets the needs of the Member's condition;

(5) For all level of care placement decisions, placement at the level of care consistent with a Member's score or assessment using the relevant level of care placement criteria and guidelines;

(a) If there is a disagreement about the level of care required by Ex. M, Sec. 1, Para h., Sub. Para. (5) or (6), Contractor shall provide to the Behavioral Health treatment Provider full details of Contractor's scoring or assessment, to the extent permitted by HIPAA and other Applicable Laws limiting the disclosure of health information.

(6) If the level of placement described in Ex. M, Sec. 1, Para. h, Sub. Para. (5) is not available, placement at the next higher level of care;

(7) Treatment to maintain functioning or prevent deterioration;

(8) Treatment for an appropriate duration based on the Member's particular needs;

(9) [RESERVED],

(10) Treatment appropriate to the unique needs of older adults;

(11) Treatment that is Culturally and Linguistically Appropriate;

(12) Treatment that is appropriate to the unique needs of gay, lesbian, bisexual, and transgender Members and Members of any other minority gender identity or sexual orientation; and

(13) Coordinated care and case management as specified in this Contract and the applicable OARs.

2. Financial Matters Relating to Behavioral Health Services

a. Contractor shall not set a limit for Behavioral Health services within the Global Budget.

b. Contractor shall not establish a maximum financial benefit amount for Behavioral Health services available to a Member.

c. Contractor shall not apply any financial requirement or treatment limitation to Behavioral Health, treatment or substance use disorder benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all physical health benefits in the same classification furnished to Members (whether or not the benefits are furnished by Contractor).

d. Contractor shall reimburse for covered Behavioral Health services rendered in a primary care setting by a Behavioral Health Provider and shall reimburse for covered physical health services in Behavioral Health care settings, by a medical Provider. Contractor shall reimburse for multiple services provided to a Member on the same day at the same clinic or health care setting.

e. Contractor shall reimburse Providers for treatment of Members with Co-occurring Disorders as described in Section 2 of Enrolled Oregon House Bill 2086 (2021) and as specified in the applicable OARs.

f. Consistent with OHA's "Rapid Engagement" guidelines, CCO shall not deny payment for a Behavioral Health Provider's Valid Claim solely for the reason that the claim contains a provisional diagnosis, for up to the first three dates of service billed by the same Behavioral Health Provider and provided in an outpatient setting.

g. Contractor may enter into Value Based Payment arrangements with Behavioral Health Providers, as permitted under Ex. H of this Contract.

h. Contractor shall cover and reimburse inpatient psychiatric services, except when those services are provided at an Institution for Mental Diseases (IMD). OHA may, however, make a monthly capitation payment to a Contractor using Medicaid capitated funds for inpatient psychiatric services provided at an IMD as an alternative setting to those covered under the State Plan, when all of the following requirements are met in accordance with 42 CFR § 438.6(e):

(1) The Member receiving services is aged 21-64;

(2) The services are provided for a short-term of no more than 15 days during the period of the monthly capitation payment; and

(3) The provision of services at the IMD meets the requirements for In Lieu of Services (ILOS) as set forth in Ex. B, Part 2, Sec. 11.

3. Integration, Transition, and Collaboration with Partners

Contractor shall do all of the following:

a. Provide Behavioral Health services in an integrated manner, as required in Ex. B, Part 4 of this Contract.

b. Work collaboratively with Providers in the health care continuum to improve Behavioral Health services for all Members, including adult Members with Severe and Persistent Mental Illness.

c. Ensure that Members who are ready to transition to a Community placement are living in the most integrated setting appropriate for the Member.

d. Ensure that Members transitioning to another health care setting are receiving services consistent with the Member's treatment goals, clinical needs, and informed choice.

e. Provide oversight, Care Coordination, transition planning and management of the Behavioral Health needs of Members to ensure Culturally and Linguistically Appropriate Behavioral Health services are provided in a way that Members are served in the most natural and integrated environment possible and that minimizes the use of institutional care.

f. Engage with local law enforcement, jail staff and courts to improve outcomes and mitigate additional health and safety impacts for Members who have criminal justice involvement related to their Behavioral Health conditions. Key outcomes include reductions in Member arrests, jail admissions, lengths of jail stay and recidivism along with improvements in stability of employment and housing.

g. Work with Providers of physical health and Behavioral Health services in the jail(s) in Contractor's Service Area to ensure timely transfer of appropriate clinical information for Members and Potential Members who have been previously incarcerated and have Enrolled with, or will be Enrolled with

Contractor, after release from jail. Information shall include but is not be limited to Behavioral Health diagnoses, level of functional impairment, medications and prior history of services.

h. Ensure access to and document all efforts to provide Supported Employment Services for all adult Members eligible for these services, in accordance with OAR 309-019-0275 through 309-019-0295. OHA shall have the right to request, and Contractor shall provide, via Administrative Notice within five (5) Business Days of OHA request, all documentation related to Contractor's efforts to ensure access to Supported Employment Services.

4. Policies and Procedures

Contractor shall establish written policies and procedures for Behavioral Health services and shall provide them to OHA, via Administrative Notice, for review and approval for compliance with this Ex. M as follows: (i) by January 31 of each Contract Year; (ii) upon any material change to such policies and procedures; and (iii) within five Business Days of request, as made by OHA from time to time. Changes in Contractor's Behavioral Health policies and procedures shall not be implemented until approved in writing by OHA. If no changes have been made to Contractor's Behavioral Health policies and procedures since last approved by OHA, Contractor may, for its annual January 31 submission, submit to OHA, via Administrative Notice, an Attestation stating that no changes have been made. OHA will notify Contractor within thirty (30) days from the due date, or within thirty (30) days from the received date if after the due date, of the approval status of its Behavioral Health policies and procedures; OHA will notify Contractor within the same period if additional time is needed for review. In the event that OHA does not approve such policies and procedures for failure to comply with this Ex. M, Contractor shall follow the process set forth in Ex. D, Sec. 5 of this Contract.

5. Referrals, Prior Authorizations, and Approvals

Contractor shall do all of the following:

a. Ensure Members have access to Behavioral Health screenings and Referrals for services at multiple health system or health care entry points.

b. Refrain from requiring Prior Authorization for certain Behavioral Health services within Contractor's Provider Network as specified in OAR 410-141-3835. Contractor shall require Prior Authorization for the Behavioral Health services identified in Ex. B, Part 2, Sec. 3, Para. b, Sub. Para. (6) and as may be specified elsewhere in this Contract.

c. Refrain from requiring Prior Authorization for the first thirty (30) days of Medication-Assisted Treatment within Contractor's Provider Network as specified in OAR 410-141-3835.

d. Ensure Prior Authorization for Behavioral Health services comply with mental health parity regulations in 42 CFR Part 438, subpart K and the requirements set forth in Ex. E, Sec. 22 of this Contract.

e. Make a Prior Authorization determination within three (3) days of a request for non-emergent Mental Health hospitalization or residential care and, consistent with OAR 410-141-3835, within two (2) Business Days for non-emergent SUD services.

f. Not require Members to obtain approval of a Primary Care Physician in order to access to Behavioral Health Assessment and evaluation services. Members shall have the right to refer themselves to Behavioral Health services available from the Provider Network.

g. Not apply more stringent utilization or Prior Authorization standards to Behavioral Health services, than standards that are applied to medical/surgical benefits.

h. Ensure Members receive services from Non-Participating Providers for Behavioral Health services if those services are not available from Participating Providers or if a Member is not able to access services within the timely access to care standards in OAR 410-141-3515. Contractor shall be responsible for coordinating Behavioral Health services with Non-Participating Providers. Contractor shall be responsible for reimbursing for such services, including those provided outside the State when such services cannot be provided within the timely access to care standards as required under OAR 410-141-3515.

i. Ensure Contractor's staff, including those of any Subcontractor delegated such responsibility, making Prior Authorization determinations for Substance Use Disorder treatment services and supports have adequate training and experience to evaluate medical necessity for Substance Use Disorders using the ASAM Criteria and DSM criteria.

j. Consistent with Section 10 of Enrolled Oregon Senate Bill 1529 (2022), Contractor does not have the right to require Prior Authorization for specialty Behavioral Health services provided in a PCPCH unless permitted by OHA in any applicable OARs that may be adopted in the future.

6. Screening Members

Contractor shall require Participating Providers to do all of the following:

a. Use a comprehensive Behavioral Health Assessment tool, in accordance with OAR 309-019-0135, to assist in adapting the intensity and frequency of Behavioral Health services to the Behavioral Health needs of the Member.

b. Screen Members for adequacy of supports for the Family in the home (e.g., housing adequacy, nutrition/food, diaper needs, Transportation needs, safety needs and home visiting).

c. Screen Members for, and provide, Medically Appropriate and Evidence-Based treatments for Members who have both mental illness and Substance Use Disorders.

d. Assess for opioid use disorders for populations at high risk for severe health outcomes, including overdose and death, including pregnant Members and Members being discharged from residential, Acute care, and other institutional settings.

e. Screen Members and provide prevention, early detection, brief intervention and Referral to Behavioral Health services in any of the following circumstances:

(1) At an initial contact or during a routine physical exam;

(2) At an initial prenatal exam;

(3) When the Member shows evidence of Substance Use Disorders or abuse;

(4) When the Member over-utilizes Covered Services; and

(5) When a Member exhibits a reassessment trigger for Intensive Care Coordination needs.

7. Substance Use Disorders

Contractor shall:

a. Provide SUD services to Members, which include Outpatient, intensive Outpatient, Medication Assisted Treatment including opiate substitution services, and residential, and withdrawal management services, consistent with OAR Chapter 309, Divisions 18, 19 and 22 and Chapter 415, Divisions 20 and 50. SUD services also include Community Integration Services as described in the OHP SUD 1115 Demonstration Waiver approved by CMS and as specified in applicable OARs.

b. Inform all Members, using Culturally and Linguistically Appropriate means, that SUD services are Covered Services consistent with OAR 410-141-3585.

c. Provide Culturally and Linguistically Appropriate alcohol, tobacco, and other drug abuse prevention/education and information that reduce Members' risk to SUD. Contractor's prevention program shall meet or model national quality assurance standards. Contractor shall have mechanisms to Monitor the use of its preventive programs and assess their effectiveness on Members.

d. Provide Culturally and Linguistically Appropriate SUD services for any Member who meets the ASAM Criteria for:

(1) Outpatient, intensive Outpatient, SUD Day Treatment, residential, Withdrawal Management, and Medication Assisted Treatment including opiate substitution treatment, regardless of prior alcohol or other drug treatment or education; and

(2) Specialized programs in each Service Area in the following categories: court referrals, Child Welfare referrals; employment, education, housing support services or Referrals; and services or Referrals to specialty treatment for persons with Co-Occurring Disorders.

e. Ensure that specialized, Trauma Informed, SUD services are provided in environments that are Culturally and Linguistically Appropriate, designed specifically for the following groups:

(1) **[RESERVED],**

(2) Co-occurring conditions,

(3) Women, and women's specific issues,

(4) Ethnically and racially diverse groups,

(5) Intravenous drug users,

(6) Individuals involved with the criminal justice system,

(7) Individuals with co-occurring disorders,

(8) Parents accessing residential treatment with any accompanying dependent children,

(9) Veterans and military service members; and

(10) Individuals accessing residential treatment with Medication Assisted Treatment.

f. Where Medically Appropriate, provide detoxification in a non-Hospital facility. All such facilities or programs providing detoxification services must have a certificate of approval or license from OHA in accordance with OAR Chapter 415, Division 12.

g. Provide to Members receiving SUD services, to the extent of available Community resources and as Medically Appropriate, information and Referral to Community services which may include but are not limited to: child care, elder care, housing, Transportation, employment, vocational training, educational services, mental health services, financial services, and legal services.

h. In addition to any other confidentiality requirements described in this Contract, comply with federal confidentiality laws and regulations (42 CFR Part 2) governing the identity and medical/Client records of Members who receive SUD services.

i. Comply with the requirements relating to Behavioral Health Resource Networks as specified in the applicable OARs.

8. Co-Occurring Disorders

Contractor shall ensure access to treatment for Co-Occurring Disorders (COD) for Members assessed at Levels 1 or 2 of the ASAM Criteria with Providers approved by OHA for COD services, contingent upon the availability of one or more appropriately approved COD Providers in Contractor's Service Area. Contractor shall ensure access to treatment for COD for Members assessed at Levels 3 or 4 of the ASAM Criteria with Providers approved or licensed by OHA for COD services, contingent upon the availability of one or more appropriately approved or licensed Providers and regardless of whether the Provider is located in Contractor's Service Area.

9. Gambling Disorders

Contractor shall ensure Member access to Outpatient Problem Gambling Treatment Services that are Medically Necessary Covered Services, contingent upon the availability of Providers certified by OHA for such services in Contractor's Service Area. Contractor shall assist its Members in gaining access to problem gambling treatment services not covered by this Contract, including, but not limited to, residential treatment and Outpatient treatment that do not meet DSM diagnostic criteria for a gambling disorder. Such services are Carve-Out Services and paid by OHA under its direct contracts with Providers.

10. Assertive Community Treatment

a. Contractor shall require that a Provider or Care Coordinator meets with the Member face-to-face to discuss ACT services and provide information to support the Member in making an informed decision regarding participation. This must include a description of ACT services and how to access them, an explanation of the role of the ACT team, how supports can be individualized based on the Member's self-identified needs, and ways that ACT can enhance a Member's care and support independent Community living.

b. Contractor shall be responsible for engaging with all eligible Members who decline to participate in ACT in an attempt to identify and overcome barriers to the Member's participation, and shall:

(1) Document efforts to provide ACT to individuals who initially refuse ACT services and efforts to accommodate their concerns.

(2) Provide alternative Evidence-Based intensive services if Member continues to decline participation in ACT, which must include coordination with an Intensive Care Coordinator.

c. If Contractor lacks Providers to provide ACT services, Contractor shall notify OHA and develop a plan to develop additional Providers in accordance with OAR 410-141-3515.

(1) Lack of capacity shall not be a basis to allow Members who are eligible for ACT to remain on the waitlist.

(2) No Member on a waitlist for ACT services shall be without such services for more than thirty (30) days.

d. For Members with Severe and Persistent Mental Illness (SPMI), Contractor shall ensure that:

(1) Members are assessed to determine eligibility for ACT.

(2) ACT services are provided in accordance with OAR 309-019-0105 and 309-019-0225 through 309-019-0255.

(3) Additional ACT capacity is created within Contractor's Service Area as services are needed in accordance with OAR 410-141-3515.

e. Contractor shall ensure all denials of ACT services are:

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(1) Based on established, Evidence-Based medical necessity criteria;

(2) Recorded and compiled in a manner that allows denials to be accurately reported out as Medically Appropriate or inappropriate; and

(3) Follow the Notice of Adverse Benefit Determination process for all denials in accordance with the applicable sections of Ex. I of this Contract.

f. Contractor shall provide to OHA, via Administrative Notice, any and all documentation related to ACT obligations set forth in this Sec. 10 of Ex. M within five (5) Business Days of request by OHA

11. Peer Delivered Services and Outpatient Behavioral Health Services

a. Contractor shall inform Members of and encourage utilization of Peer Delivered Services, including Peer Support Specialist, Peer Wellness Specialist, Family Support Specialist, or other Peer Specialist, in accordance with OAR 309-019-0105.

b. Contractor shall encourage utilization of PDS by providing Members with information, which must include a description of PDS and how to access it, a description of the types of PDS Providers, an explanation of the role of the PDS Provider, and ways that PDS can enhance Members' care.

c. Contractor may utilize PDS in providing other Behavioral Health services such as ACT, crisis services, Warm Handoffs from Hospitals, and services at Oregon State Hospital.

d. Contractor shall provide Outpatient Behavioral Health Services that include, but are not limited to:

(1) Specialty programs which promote resiliency and rehabilitative functioning for individual and Family outcomes; and

(2) Assertive Community Treatment (ACT), Wraparound, behavior supports, crisis care, Respite Care, Intensive Outpatient Services and Supports, and IIBHT.

e. Outpatient Behavioral Health Services provided by Contractor must, regardless of location, frequency, intensity or duration of services, and as Medically Appropriate:

(1) Include assessment, evaluation, treatment planning, supports and delivery;

(2) Be Trauma Informed; and

(3) Include strategies to address environmental and physical factors, Social Determinants of Health and Equity, and neuro-developmental needs that affect behavior.

12. Behavioral Health Crisis Management System

a. Contractor shall establish a crisis management system, including Post Stabilization Services and Urgent Care Services available for all Members on a twenty-four (24)-hour, seven (7)-day-a-week basis consistent with OAR 410-141-3840, 42 CFR 438.114, and the applicable section of Ex. B, Part 2 of this Contract.

b. The crisis management system must provide an immediate, initial and limited duration response for potential Behavioral Health emergency situations or emergency situations that may include Behavioral Health conditions, including:

(1) Screening to determine the nature of the situation and the Member's immediate need for Covered Services;

(2) Capacity to conduct the elements of a Behavioral Health Assessment that are needed to determine the interventions necessary to begin stabilizing a crisis situation;

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(3) Development of a written initial services plan at the conclusion of the Behavioral Health Assessment;

(4) Provision of Covered Services and Outreach needed to address the urgent or crisis situation; and

(5) Linkage with public sector crisis services, such as Mobile Crisis Services, Mobile Crisis Intervention Services, Stabilization Services, and diversion services.

c. The crisis management system must include the necessary array of services to respond to Behavioral Health crises, that may include crisis hotline, Mobile Crisis Services, Mobile Crisis Intervention Services, Stabilization Services, walk-in/drop-off crisis center, crisis apartment/respite and short-term stabilization unit capabilities.

d. Contractor shall ensure access to Mobile Crisis Services, Mobile Crisis Intervention Services, and crisis hotline for all Members, and, in accordance with OAR 309-019-0150, Chapter 309, Division 72, and 309-019-0300 to 309-019-0320 to promote stabilization in a Community setting rather than arrest, presentation to an Emergency Department, or admission to an Acute care facility.

e. Contractor shall establish a written Quality Improvement plan for the crisis management system to address the requirements identified in OAR 410-141-3840 and provide the Quality Improvement plan to OHA upon request.

13. Care Coordination / Intensive Care Coordination

a. Contractor shall provide Care Coordination and Intensive Care Coordination (ICC) for Members with Behavioral Health disorders in accordance with OAR 410-141-3860 and 410-141-3870 and the applicable sections in Ex. B, Parts 2 and 4 of this Contract.

b. Contractor shall ensure all Care Coordinators work with Provider team members to coordinate integrated care. This includes but is not limited to coordination of physical health, Behavioral Health, intellectual and developmental disability, DHS, Social Determinants of Health, Oregon Department of Veterans Affairs, United States Department of Veterans Affairs, and Ancillary Services.

c. Contractor shall ensure coordination and appropriate Referral to ICC to ensure that Member’s rights are met and there is post-discharge support.

d. Contractor shall authorize and reimburse for ICC Services, in accordance with OAR 410-141-3860 and 410-141-3870.

e. Contractor shall track and coordinate for ICC reassessment triggers and ensure there are multiple rescreening points for Members based on reassessment triggers for ICC.

14. Community Partner Engagement

a. Contractor shall enter into and maintain a written agreement with the Local Mental Health Authority(ies) in Contractor’s Service Area in accordance with ORS 414.153. The agreement shall include, without limitation, all of the terms and conditions set forth in ORS 414.153(4) and shall require Contractor to coordinate and collaborate on the development of Contractor’s Community Health Improvement Plan with the LMHA(s) and CMHP(s) for the delivery of mental health services in accordance with ORS 430.630.

b. Contractor shall provide OHA with an annual CBHP update and progress Report by December 31 of each Contract Year for the 12-month period ending on the immediately preceding June 30. OHA will provide a Guidance Document and reporting template for the annual CBHP update and progress Report and make them available to Contractor on the CCO Contract Forms Website.

15. Oregon State Hospital

a. Contractor shall be financially responsible for Members on the waitlist for OSH.

b. [RESERVED]

c. Contractor shall, in accordance with OAR 309-091-0000 through 309-091-0050:

(1) Coordinate with applicable Subcontractors as needed regarding discharges for all adult Members with SPMI;

(2) Coordinate care for Members during discharge planning for the return to Home Contractor or to the Receiving Contractor if Member will be discharged into a different Service Area when Member has been deemed ready to transition;

(3) Arrange for both physical and Behavioral Health care Services Care Coordination;

(4) Provide Case Management Services, Care Coordination and discharge planning for timely follow up to ensure Continuity of Care;

(5) Coordinate with OHA regarding Members who are presumptively or will be retroactively enrolled in Oregon Health Plan upon discharge;

(6) Arrange for all services to be provided post-discharge in a timely manner; and

(7) Provide access to Evidence-Based intensive services for adult Members with SPMI discharged from OSH who refuse ACT services.

d. Discharges from OSH shall not be to a secure residential treatment facility unless Medically Appropriate. No Member shall be discharged to a secure residential treatment facility without the expressed prior written approval of the Director of OHA or the Director's designee.

e. Contractor shall ensure a Member discharged from OSH who is determined not to meet the level of care for ACT shall be discharged with services appropriate to meet Member's needs.

16. Emergency Department Utilization

a. Contractor's Behavioral Health services must address the following key areas:

(1) Reduce visits to Emergency Departments.

(2) Reduce repeat visits to Emergency Departments.

(3) Reduce the length of time Members spend in Emergency Departments.

(4) Ensure Members are contacted and offered services to prevent utilization of Emergency Departments.

(5) Ensure Members with SPMI have appropriate connection to Community-based services after leaving an Emergency Department and will have a follow-up visit from Intensive Care Coordinator or other relevant Provider within three (3) days.

b. Contractor shall develop and implement an Individualized Management Plan for a Member who has two (2) or more visits to an Emergency Department within a six (6)-month period.

c. Contractor shall work with Hospitals to obtain data on Emergency Department utilization for Behavioral Health reasons and length of time in the ED. Contractor shall develop remediation plans with Hospitals with significant numbers of ED stays longer than 23 hours.

d. Contractor shall work with Hospitals on strategies to reduce ED utilization by Members with Behavioral Health disorders.

e. Contractor shall work collaboratively with OHA and CMHPs to develop and implement plans to better meet the needs of Members in less institutional Community settings and to reduce recidivism to Emergency Departments for Behavioral Health reasons.

17. [RESERVED]

18. [RESERVED]

19. Acute Inpatient Hospital Psychiatric Care

a. Contractor shall provide Acute Inpatient Hospital Psychiatric Care for Members who do not meet the criteria for LTPC and for whom it is Medically Appropriate.

b. Contractor shall submit required data through the Acute Care reporting database as instructed by OHA.

c. Contractor shall develop and implement an Individualized Management Plan for contacting and offering services to each Member who has two (2) or more readmissions to an Acute Care Psychiatric Hospital in a six-month period.

d. Contractor shall ensure all Members discharged from Acute Care Psychiatric Hospitals are provided a Warm Handoff to a Community case manager, Peer, or other Community Provider prior to discharge, and that all such Warm Handoffs are documented.

e. Contractor shall ensure that all Members discharged from Acute Care Psychiatric Hospitals have linkages to timely, appropriate Behavioral Health and primary health care in the Community prior to discharge and that all such linkages are documented, in accordance with OAR 309-032-0850 through 309-032-0870.

f. Contractor shall ensure all adult Members receive a follow-up visit with a Community Behavioral Health Provider within seven (7) days of their discharge from an Acute Care Psychiatric Hospital, or three (3) days if Member is involved in Intensive Care Coordination services.

g. Contractor shall coordinate with system Community partners to ensure Members who are Homeless and who have had two or more readmissions to an Acute Care Psychiatric Hospital in a six-month period are connected to a housing agency or Behavioral Health agency to ensure these Members are linked to housing in an integrated setting, consistent with the Member's treatment goals, clinical needs and informed choice.

h. Contractor shall work with OHA and the CMHPs to ensure that Members who are discharged from Acute Care Psychiatric Hospitals are discharged to housing that meets the individuals' immediate need for housing and shall work with Acute Care Psychiatric Hospitals in the development of each individual's housing Assessment. The housing Assessment will be documented in a plan for integrated housing that is part of the individual's discharge plan, and will be based on the Member's treatment goals, clinical needs, and informed choice. Contractor shall notify, or require the Acute Care Psychiatric Hospital to notify the Community Provider to facilitate the implementation of the plan for housing.

20. Pregnant Individuals' Health

a. Contractor shall ensure Members receiving prenatal and post-partum care are screened using validated tools for Behavioral Health needs at least once during pregnancy and post-partum, and ensure Medically Appropriate follow-up and Referral as indicated by screening.

b. Contractor shall ensure pregnant individuals receive immediate intake and assessment in accordance with timely access standards in OAR 410-141-3515.

21. Children and Youth Behavioral Health Services

a. Contractor shall provide services to children, young adults and families that are sufficient in frequency, duration, location, and type that are convenient to the youth and Family. Services should alleviate crisis while allowing for the development of natural supports, skill development, normative activities and therapeutic resolution to Behavioral Health disorders and environmental conditions that may impact the remediation of a Behavioral Health disorder.

b. Contractor shall ensure women with children, unpaid caregivers, families and children ages birth through five (5) years, receive immediate intake and assessment in accordance with timely access standards in OAR 410-141-3515.

c. Contractor shall maintain an intensive and flexible service continuum for children and youth who are at risk of placement disruption, school failure, criminal involvement, becoming Homeless or other undesirable outcomes due a Behavioral Health disorder.

d. Contractor shall utilize Evidence-Based Behavioral Health interventions for the Behavioral Health needs of Members who are children and youth.

e. **[RESERVED]**.

f. Contractor shall ensure that children in the highest levels of care (subacute, residential or day treatment) received Family treatment with their caregivers provided that no Social Determinants of Health or other conditions will preclude such caregivers from actively and meaningfully participating in Family treatment. Contractor shall also ensure that children in the highest levels of care (subacute, residential or day treatment) have, if clinically indicated, a psychological evaluation current within the past twelve (12) months and will receive a child psychiatric evaluation and ongoing psychiatric care in accordance with OAR 309-022-0155. Should a child under age six (6) be in day treatment, subacute, or residential care settings, a developmental evaluation shall be done in addition to a psychological evaluation, if clinically indicated.

g. **[RESERVED]**

h. **[RESERVED]**

i. Contractor shall ensure that admission to PRTS is in accordance with Certificate of Need process described in OAR 410-172-0690.

j. **[RESERVED]**

k. **[RESERVED]**

l. Wraparound Supports: Contractor shall provide Wraparound supports to eligible Members in accordance with OAR 309-019-0162 and 309-019-0163, including, without limitation the requirement that ensures the ratio of Care Coordinators, Family Support Specialists, and Youth Support Specialists to families served shall not exceed a ratio of no more than 1:15.

(1) Contractor shall develop and maintain written Wraparound policies and procedures which must include, without limitation:

(a) Processes Wraparound Teams must follow when selecting services and supports and identifying those which will require the prior approval of the Providers before receiving such services and supports;

(b) Processes Wraparound Teams will be required to follow in order to obtain prior approval, from Contractor or its Subcontractor, for those services and supports that require such approval; and

(c) A plan that details how Contractor will meet the needs of children and adolescents in Contractor's Service Area who are eligible to receive Wraparound services.

(2) Contractor may contact OHA's Wraparound and System of Care Coordinator in the Child and Family Behavioral Health Unit for technical assistance with drafting its Wraparound policies and procedures.

(3) If Contractor lacks Provider capacity to provide Wraparound, Contractor shall notify OHA and develop a plan to increase Provider capacity.

(a) Lack of capacity may not be a basis to allow Members who are eligible for Wraparound supports to be placed on a waitlist.

(b) No Member on a waitlist for Wraparound may be without such services for more than fourteen (14) days.

m. Contractor shall submit its Wraparound policies and procedures to OHA for review and approval as follows: (i) by January 31 of each Contract Year; (ii) upon any material change to such policies and procedures; and (iii) within five Business Days of request, as made by OHA from time to time. Changes in Contractor's Wraparound policies and procedures shall not be implemented until approved in writing by OHA. If no changes have been made to Contractor's Wraparound policies and procedures since last approved by OHA, Contractor may, for its annual January 31 submission, submit to OHA, via Administrative Notice, an Attestation stating that no changes have been made. OHA will notify Contractor within thirty (30) days from the due date, or within thirty (30) days from the received date if after the due date, of the approval status of its Wraparound policies and procedures; OHA will notify Contractor within the same period if additional time is needed for review. In the event that OHA does not approve Contractor's Wraparound policies and procedures, Contractor shall follow the process set forth in Ex. D, Sec. 5 to this Contract.

n. Contractor shall provide Wraparound in compliance with the following:

(1) **[RESERVED]**

(2) Contractor shall convene and maintain a Wraparound Review Committee in accordance with OAR 309-019-0163.

(3) Contractor shall ensure the implementation of Fidelity Wraparound by requiring Wraparound Providers to hire and train the following staff:

(a) Wraparound Care Coordinator;

(b) Wraparound supervisor;

(c) Wraparound Coach;

(d) Youth Peer Delivered Service Provider;

(e) Family Peer Delivered Service Provider; and

(f) Peer Delivered Service Provider supervisors.

(4) Contractor shall ensure Behavioral Health Providers (including day treatment, PRTS, SAIP and SCIP Providers) are trained in Wraparound values and principles and the Provider's role within the Wraparound child and Family Team.

(5) OHA will review Contractor's Behavioral Health data and conduct Fidelity reviews in order to determine whether Contractor has complied with its Wraparound obligations under this Para. o, Sec. 19, Ex. M. Fidelity reviews will occur as follows: (i) in accordance with OAR 309-019-0163(15); (ii) in connection with receipt of Wraparound Fidelity Tool Index Tool (WFIEZ) used by OHA; (iii) once per biennium; and (iv) as may be requested from time to time by OHA. OHA shall have the right to request, and upon any such request, Contractor shall promptly provide OHA with, information and documents created as a result of the provision of Wraparound Services, including, without limitation, the documentation generated as a result of assessments conducted under OAR 309-019-0163(9)-(11) and any other information and documentation related to its compliance review. OHA shall also have the right to conduct interviews of those families enrolled in Wraparound services, Wraparound coaches, and other third parties involved in the provision and authorization of Wraparound services including, without limitation.

o. Contractor shall develop and implement Cost-Effective comprehensive, person-centered, individualized, and community-based Child and Youth Behavioral Health services for Members, using of System of Care (SOC) values.

(1) Contractor shall establish and maintain a functional System of Care in its Service Area.

(2) Contractor shall have a functional SOC governance structure.

(a) The SOC governance structure shall consist of a Practice Level Workgroup, Advisory Committee, and Executive Council with a goal of meaningful youth and family representation.

(b) As long as the functions are carried out in Rural and Frontier areas, up to two System of Care Councils may be combined. Contractor shall work with any and all Contractors within the same Service Area (if applicable) to ensure a singular, collaborative System of Care structure for the Service Area.

(c) The Practice Level Workgroup shall review Wraparound practice barriers, remove barriers when possible, and submit system barriers that remain unresolved to the SOC Advisory Committee and/or Executive Council for resolution and/or advancement to the State System of Care Steering Committee.

(d) The Practice Level Workgroup must consist of representatives of Providers who supervise individuals from local public child serving agencies (Child Welfare, education, juvenile justice, OYA, Tribal communities, intellectual/developmental disabilities, Behavioral Health) and must include meaningful participation from youth and Family members.

(e) The Advisory Committee shall advise on policy development, implementation, and provide oversight using a strategic plan. It shall respond to system barriers which the Practice Level Workgroup cannot resolve, making recommendations to the Executive Council as needed.

(f) The Advisory Committee must consist of representatives of Providers, local public child serving agencies (Child Welfare, education, juvenile justice, OYA, Tribal

communities, intellectual/developmental disabilities, Behavioral Health) all of whom must have authority to make program level financial and policy changes, and must include meaningful participation from youth and Family members.

(g) The Executive Council shall develop and approve policies and shared decision-making regarding funding and resource development, review project outcomes, and identify unmet needs in the community to support the expansion of the service array.

(h) The Executive Council must consist of representatives of Contractor, Providers, local public child serving agencies (Child Welfare, education, juvenile justice, OYA, Tribal communities, intellectual/developmental disabilities, Behavioral Health) all of whom must have authority to make program level financial and policy changes, and must include meaningful participation from youth and Family members.

(3) Contractor shall develop SOC policies and procedures that address the components listed below. Contractor's SOC policies and procedures shall be approved by its SOC Executive Council. Contractor shall submit its SOC policies and procedures, which have been approved by its SOC Executive Council, to OHA for review and approval as follows:

(a) by January 31 of each Contract Year;

(b) upon any material change to such policy; and

(c) within five Business Days of request, as made by OHA from time to time.

(4) Changes in Contractor's SOC policies and procedures shall not be implemented until approved in writing by OHA. If no changes have been made to Contractor's SOC policies and procedures since last approved by OHA, Contractor may, for its annual January 31 submission, submit to OHA, via Administrative Notice, an Attestation stating that no changes have been made OHA will notify Contractor within thirty (30) days from the due date, or within thirty (30) days from the received date if after the due date, of the approval status of its SOC policies and procedures; OHA will notify Contractor within the same period if additional time is needed for review. In the event that OHA does not approve Contractor's SOC policies and procedures, Contractor shall follow the process set forth in Ex. D, Sec. 5 to this Contract.

(a) Contractor's SOC policies and procedures shall address the following components:

(i) How Contractor meaningfully supports the leadership and involvement of youth and families at all levels of the SOC governance structure.

(ii) How Contractor supports and invests in a SOC that is both Culturally and Linguistically Appropriate to the needs of the communities in Contractor's Service Area.

(iii) How Contractor supports the inclusion and collaboration of Community partners and system partners to ensure youth and families have access to necessary supports and services.

(5) Contractor shall submit bi-annual reports related to barriers for the System of Care Statewide Steering Committee to OHA, via Administrative Notice, within thirty (30) days

after the end of each six-month period. Contractor shall use the template provided by OHA on the CCO Contract Forms Website.

p. [RESERVED]

22. Intensive In-Home Behavioral Health Treatment

a. Contractor shall provide access to Intensive In-Home Behavioral Health Treatment (IIBHT) services for all eligible Members age eighteen (19) to twenty (20) in accordance with OARs 309-019-0167, 410-172-0650, and 410-172-0695.

(1) If Contractor lacks Provider capacity to provide IIBHT services, Contractor shall immediately notify OHA, via Administrative Notice, and develop and Submit within seven (7) Business Days, via Administrative Notice, a plan to increase Provider capacity within sixty (60) days ("60-Day Plan").

(a) Lack of capacity is not a basis for putting Members who are eligible for IIBHT on a waitlist.

(b) No Member eligible for IIBHT services may be without such services for more than fourteen (14) days.

(c) Contractor shall submit a progress report for its 60-Day Plan to OHA, via Administrative Notice, every thirty (30) days. If Contractor has not, as determined by OHA in its reasonable discretion, made sufficient progress to increase Provider capacity, OHA may, but is not required, to extend the duration of the 60-Day Plan and require Contractor to continue to submit progress reports every thirty (30) days until OHA has determined, in its reasonable discretion, that Contractor is making sustainable progress toward meeting Provider capacity. OHA reserves the right to impose one or more Sanctions as described Ex. B, Pt. 9 if, at the conclusion of the sixty (60) days of the 60-Day Plan, Contractor continues to lack capacity to provide IIBHT services.

(2) Contractor shall maintain sufficient funding and resources to implement the IIBHT program for Members twenty (20) years and younger for any Member meeting entry criteria.

(3) Contractor shall make culturally and linguistically appropriate information about IIBHT easily available and accessible on Contractor's website where other information about Member benefits is provided. At a minimum, the IIBHT information on Contractor's website must provide a brief description of IBIHT, explain how Members can access IIBHT, and provide the contact information for Contractor's Participating Providers for IIBHT.

(4) Using the template provided by OHA, Contractor shall submit the following information to OHA, via Administrative Notice, on a quarterly basis within thirty (30) days after each calendar quarter:

(a) Number of Contractor's Members referred to IIBHT and the disposition of each referral;

(b) Number of Contractor's Members referred to PRTS and the disposition of each referral;

(c) Contractor's efforts to provide culturally and linguistically appropriate information about IIBHT, including how to access IIBHT, to service Providers and other potential sources of IIBHT referrals including but not limited to Community-based organizations, Child Welfare, Office of Developmental Disability Services, school districts, Hospitals, Emergency Departments, IOSS Providers, and Outpatient Providers; and

(d) Contractor's strategies to build and support its Provider Network's ability to provide the IIBHT level of care, including Contractor's response to Provider requests for support.

23. Reporting Requirements

a. Contractor shall report Behavioral Health cost and utilization data in accordance with Exhibit L Financial Report Template.

b. Contractor shall ensure that its Subcontractors and Participating Providers supply all required information to support the reporting process described in this section.

c. Contractor shall ensure all Behavioral Health Providers that receive Certificates of Approval or a license from OHA enroll Contractor's Members in the Measures and Outcomes Tracking System (MOTS) or a similar program as specified by OHA. The details for MOTS reporting are located at the following website: https://www.oregon.gov/oha/hsd/compass/pages/mots.aspx.

24. Providers

a. Contractor shall ensure Contractor's employees, Subcontractors, and Providers are trained in integration, and Foundations of Trauma Informed Care (https://traumainformedoregon.org/tic-intro-training-modules/) and provide regular, periodic oversight and technical assistance on these topics to Providers.

b. Contractor shall ensure Contractor's employees, Subcontractors, and Providers of Behavioral Health services are trained in recovery principles, motivational interviewing. Contractor shall ensure its employees, Subcontractors, and Providers of Behavioral Health services provide regular, periodic oversight and technical assistance on these topics to Providers.

c. Contractor shall require Providers, in developing Individual Service and Support Plans for Members, to assess for Adverse Childhood Experiences (ACEs), trauma and resiliency in a Culturally and Linguistically Appropriate manner, using a Trauma Informed framework.

d. Contractor shall ensure that Providers who have a waiver under the Drug Addiction Treatment Act of 2000 and 42 CFR Part 8, are permitted to treat and prescribe buprenorphine for opioid addiction in any appropriate practice setting in which they are otherwise credentialed to practice and in which such treatment would be Medically Appropriate.

e. Contractor shall ensure that employees or Providers who assess Members for admission to, and length of stay in, Substance Use Disorders and Co-Occurring Disorders programs and services use the ASAM Criteria for level of care placement decisions, and that they have the training and background necessary to evaluate medical necessity for Substance Use Disorders Services using the ASAM Criteria and DSM criteria.

f. Contractor shall recognize OHA's licensing standards for mental health and substance use disorder programs as the minimum necessary requirements to enter the Provider Network.

g. Contractor shall require its Behavioral Health residential treatment Participating Providers, including those providing sub-acute psychiatric services, to: (i) enroll in OHA's Centralized Behavioral Health Provider Directory; (ii) be part of the necessary trainings and ongoing technical assistance provided by OHA or designee; and (iii) enter data required for the Directory in a timely and accurate manner in order to provide up-to-date capacity information to users of the Directory.

25. Mental Health Parity Reporting Requirements

a. Contractor shall participate in an annual Mental Health (MH) Parity analysis which shall include all the documentation and reporting necessary, as determined by OHA, to demonstrate Contractor's

compliance with 42 CFR Part 438, Subpart K, Enrolled Oregon House Bill 3046 (2021), and Sec. 22 of Ex. E of this Contract regarding parity in mental health and SUD benefits. OHA shall review Contractor's MH Parity analysis documentation to confirm that any limitations (such as day limits, Prior Authorization requirements, or general Provider availability) Contractor may have imposed on accessing mental health and SUD services are not substantially different from, or more limiting than, those for medical or surgical benefits.

(1) As required by HB 3046 (2021), the documentation required by OHA shall include but is not limited to the following:

(a) The specific plan or coverage terms or other relevant terms regarding the Non-Quantitative Treatment Limitations (NQTLs) and a description of all Behavioral Health Coverage benefits and medical or surgical benefits to which each such term applies in each respective benefits classification.

(b) The factors used to determine that the NQTLs will apply to Behavioral Health Coverage benefits and medical or surgical benefits.

(c) The evidentiary standards used for the factors identified in Ex. M, Sec 25, Para. a, Sub. Para (1), Sub-Sub. Para. (b), when applicable, provided that every factor is defined, and any other source or evidence relied upon to design and apply the NQTLs to Behavioral Health Coverage benefits and medical or surgical benefits.

(d) The number of denials of Behavioral Health Coverage and Services and medical and surgical treatment and services, the percentage of denials that were appealed, the percentage of Appeals that upheld the denial and the percentage of Appeals that overturned the denial.

(e) The percentage of claims for Behavioral Health Coverage and for coverage of medical and surgical treatments that were paid to in-network providers and the percentage of such claims that were paid to out-of-network providers.

(f) Other data or information OHA deems necessary to assess Contractor's compliance with MH Parity requirements.

b. Contractor shall provide the MH Parity analysis documentation to OHA's Contract Administrator by Administrative Notice using the format provided by OHA, which will be provided to Contractor no later than March 1 of the reporting year on the CCO Contract Forms Website. If no changes have been made to Contractor's MH Parity analysis documentation since it was last provided to OHA, Contractor may submit to OHA, via Administrative Notice, an Attestation stating that no changes have been made. Contractor shall provide its MH Parity analysis documentation to OHA as follows:

(1) Annually by no later than June 1 of the reporting year;

(2) Within five (5) Business Days after there is a significant or material change in Contractor's processes or operations that affects parity;

(3) Within five (5) Business Days after Contractor adds or eliminates a Subcontractor Delegated process or operations that affects parity; and

(4) Within five (5) Business Days after OHA request.

c. OHA will evaluate Contractor's MH Party Report to determine if Contractor's existing benefits and any NQTLs are consistent with 42 CFR Part 438, Subpart K and Sec. 22 of Ex E of this Contract. Further, Contractor must demonstrate in the documentation submitted under Ex. M, Sec. 25, Para.

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a. that the processes, strategies, evidentiary standards, and other factors used to apply NQTLs to Behavioral Health Coverage, as written and in operation, are comparable to and are applied no more stringently that the processes, strategies, evidentiary standards, and other factors used to apply NQTLs to medical or surgical treatments in the same classification. In the event that OHA determines that Contractor's limitations on mental health and SUD services, as set forth in its MH Parity Report, do not demonstrate compliance with the requirements set forth in this Sec. 25, Ex. M, Contractor shall follow the process set forth in Ex. D, Sec. 5 to this Contract.

d. Using the format provided by OHA, Contractor shall provide the information necessary for OHA to conduct the annual assessment required by HB 3046 (2021), the results of which will be utilized in a report due to the Legislature by December 31 of each year. This report will also include OHA's findings on MH Parity compliance by CCOs including Contractor and by the Fee-for-Service program operated by OHA. The annual assessment will cover:

(1) The adequacy of CCOs' Provider Networks as prescribed by rule;

(2) The timeliness of Member access to Behavioral Health Coverage, as prescribed by rule;

(3) The criteria used by Contractor to determine medical necessity and Behavioral Health Coverage, including Contractor's payment protocols and procedures;

(4) Data on services that are requested but that Contractor is not required to provide;

(5) The consistency of credentialing requirements for Behavioral Health treatment Providers with the credentialing of medical and surgical treatment providers; and

(6) UR applied to Behavioral Health Coverage compared to coverage of medical and surgical treatments.

e. Contractor shall provide to OHA or its designee all documents, files, and information, and provide OHA or its designee access to all facilities, systems, and computers, related to the administration and provision mental health and SUD services as may be requested from time to time. Contractor shall provide all such requested information to OHA within fourteen (14) days of the date of such request, in a form and by the means directed by OHA in its request. In the event OHA or its designee requests access to Contractor's facilities, systems, or computer (or any or all of them), OHA and Contractor shall together identify a date and time for such access which such access must not exceed twenty (20) days from the date of OHA's request.

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Exhibit N – Privacy and Security

The terms and conditions of Exhibit N in the Medicaid Contract are incorporated by reference and have the same force and effect as though they are fully set forth herein.

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General Provisions – Attachment 1

Permanent URLs for OARs

As described in Section 4.1.2 of the General Provisions, this Contract is structured in a manner that is substantively similar, in form and content, to the Medicaid Contract. Accordingly, in an effort to avoid unintended differences between this Contract and the Medicaid Contract, individual sections within Exhibits A through N of this Contract that are identical to the corresponding Exhibits and sections of the Medicaid Contract, are incorporated by reference as though fully set forth in such Exhibits and individual sections of this Contract. In alignment with this structure, the tables below provide the permanent URL for each OAR and OAR Chapter and Division referenced in this Contract, regardless of whether they appear in the body of this Contract or are incorporated by reference to the Medicaid Contract.

General Provisions		
OAR	**Rule Title**	**Permanent Link to OAR**
410-115-0010	Application (OHP Bridge)	*New rule effective 6/1/2024; permanent link to OAR not yet available*
410-115-0005	Acronyms and Definitions	*New rule effective 6/1/2024; permanent link to OAR not yet available*
410-115-0030	OHP Bridge Covered Services	*New rule effective 6/1/2024; permanent link to OAR not yet available*
Chapter 410, Division 115	OHP Bridge	*New rule effective 6/1/2024; permanent link to OAR not yet available*
410-141-3501	Administration of Oregon Integrated and Coordinated Health Care Delivery System Regulation; Rule Precedence	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=265501
410-200-0215	Citizenship and Non-Citizenship Status Requirements	*Rule currently open for review, updated language will be effective 6/1/2024; permanent link to OAR not yet available*

Definitions		
OAR	**Rule Title**	**Permanent Link to OAR**
137-004-0080	Reconsideration — Orders in Other than Contested Case	https://secure.sos.state.or.us/oard/view.action?ruleNumber=137-004-0080
137-004-0092	Stay Proceeding and Order — Orders in Other than Contested Case	https://secure.sos.state.or.us/oard/view.action?ruleNumber=137-004-0092
309-019-0105	Definitions (Outpatient Behavioral Health Services)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0105
309-019-0167	Intensive In-Home Behavioral Health Treatment (IIBHT) for Children	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0167
309-019-0225	Assertive Community Treatment (ACT) Definitions	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0225
309-022-0105	Definitions (Children & Adolescents: Intensive Treatment Services; Integrated Licenses; Children’s Emergency Safety Intervention Specialists)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-022-0105

Definitions		
OAR	**Rule Title**	**Permanent Link to OAR**
309-032-0860	Definitions (Community Treatment and Support Services)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-032-0860
309-036-0105	Definitions (Community Mental Health Housing Fund)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-036-0105
409-055-0040	Recognition Criteria	https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-055-0040
410-115-0005	Purpose (OHP Bridges)	*New rule effective 6/1/2024; permanent link to OAR not yet available*
Chapter 410, Division 115	OHP Bridge	*New rule effective 6/1/2024; permanent link to OAR not yet available*
410-120-0000	Acronyms and Definitions (Medical Assistance Programs)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-0000
410-120-1210	Medical Assistance Benefit Packages and Delivery System	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1210
410-134-0003	CWM Benefit Plans and State-Funded Supplemental Wraparound Services	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-134-0003
410-141-3500	Definitions (Oregon Health Plan)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3500
410-141-3525	Outcome and Quality Measures	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3525
410-141-3565	Managed Care Entity Billing	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3565
410-141-3566	Telemedicine and Telehealth Delivered Health Service and Reimbursement Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3566
410-141-3570	Managed Care Entity Encounter Claims Data Reporting	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3570
410-141-3575	MCE Member Relations: Marketing	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3575
410-141-3700	CCO Application and Contracting Procedures	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3700
410-141-3710	Contract Termination and Close-Out Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3710
410-141-3725	CCO Contract Renewal Notification	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3725
410-141-3730	Community Health Assessment and Community Health Improvement Plans	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3730
410-141-3735	Social Determinants of Health and Equity; Health Equity	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3735
410-141-3810	Disenrollment from MCEs	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3810

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Definitions		
OAR	**Rule Title**	**Permanent Link to OAR**
410-141-3820	Covered Services	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3820
410-141-3845	Health-Related Services	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3845
410-141-3855	Pharmaceutical Services	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3855
410-141-3865	Care Coordination Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3865
410-141-3870	Intensive Care Coordination	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3870
410-141-3875	MCE Grievances & Appeals: Definitions and General Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3875
410-141-3890	Grievances & Appeals: Appeal Process	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3890
410-141-5285	CCO Holding Company Regulation: Definitions	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5285
410-170-0020	Definitions (Behavior Rehabilitation Services Program General Rules)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-170-0020
Chapter 410, Division 172	Medicaid Payment for Behavioral Health Services	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1740
410-180-0305	Definitions (Traditional Health Workers)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-180-0305
410-200-0400	Specific Requirements; Breast and Cervical Cancer Treatment Program (BCCTP)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-200-0400
Chapter 411, Division 4	Home and Community-Based Services and Settings and Person-Centered Service Planning	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1746
461-195-0301	Definitions (Liens, Overpayments and IPVs)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=461-195-0301
461-195-0303	Personal Injury Claim	https://secure.sos.state.or.us/oard/view.action?ruleNumber=461-195-0303
943-090-0010	Definitions (Cultural Competency Continuing Education for Health Care Professionals)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-090-0010
943-120-0100	Definitions (Provider Rules)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-120-0100
943-120-0200	Authority System Administration	https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-120-0200

Exhibit B – Statement of Work – Part 1 – Governance and Organizational Relationships		
OAR	**Rule Title**	**Permanent Link to OAR**

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410-141-3715	CCO Governance; Public Meetings and Transparency	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3715

Exhibit B – Statement of Work – Part 2 – Covered and Non-Covered Services		
OAR	**Rule Title**	**Permanent Link to OAR**
309-019-0155	Enhanced Care Services (ECS) and Enhanced Care Outreach Services (ECOS)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0155
309-040-0300	Purpose and Scope (Adult Foster Homes)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-040-0300
309-040-0330	Zoning for Adult Foster Homes	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-040-0330
333-006-0160	Health Benefit Plans Reporting Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=333-006-0160
Chapter 407, Division 45	Office of Training, Investigations and Safety – Adult Abuse	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1635
410-115-0005	Acronyms and Definitions (OHP Bridge)	*New rule effective 6/1/2024; permanent link to OAR not yet available*
410-120-0000	Acronyms and Definitions (Medical Assistance Programs)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-0000
410-120-1210	Medical Assistance Benefit Packages and Delivery System	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1210
410-123-1220	Coverage According to the Prioritized List of Health Services	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-123-1220
410-123-1260	OHP Dental Benefits	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-123-1260
Chapter 410, Division 124	Transplant Services	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1712
410-130-0190	Tobacco Cessation	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0190
410-130-0230	Administrative Medical Examinations and Reports	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0230
410-130-0240	Medical Services	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0240
410-130-0245	Early and Periodic Screening, Diagnostic and Treatment Program	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0245
410-130-0580	Hysterectomies and Sterilization	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0580
410-130-0585	Family Planning Services	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0585
Chapter 410, Division 141	Oregon Health Plan	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1728

Exhibit B – Statement of Work – Part 2 – Covered and Non-Covered Services		
OAR	**Rule Title**	**Permanent Link to OAR**
410-141-3510	Provider Contracting and Credentialing	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3510
410-141-3515	Network Adequacy	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3515
410-141-3520	Record Keeping and Use of Health Information Technology	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3520
410-141-3566	Telemedicine and Telehealth Delivered Health Service and Reimbursement Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3566
410-141-3570	Managed Care Entity Encounter Claims Data Reporting	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3570
410-141-3585	MCE Member Relations: Education and Information	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3585 d
410-141-3820	Covered Services	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3820
410-141-3820	Covered Services	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3820
410-141-3825	Excluded Services and Limitations	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3825
410-141-3830	Prioritized List of Health Services	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3830
410-141-3835	MCE Service Authorization	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3835
410-141-3840	Emergency and Urgent Care Services	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3840
410-141-3855	Pharmaceutical Services	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3855
410-141-3870	Intensive Care Coordination	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3870
410-141-3915	Grievances & Appeals: System Recordkeeping	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3915
410-141-3920	Transportation: NEMT General Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3920
410-141-3925	Transportation: Vehicle Equipment and Driver Standards	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3925
410-141-3935	Transportation: Attendants for Child and Special Needs Transports	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3935
410-141-3940	Transportation: Secured Transports	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3940
410-141-3945	Transportation: Ground and Air Ambulance Transports	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3945

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Exhibit B – Statement of Work – Part 2 – Covered and Non-Covered Services		
OAR	**Rule Title**	**Permanent Link to OAR**
410-141-3955	Transportation: Member Service Modifications and Rights	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3955
410-141-3965	Reports and Documentation	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3965
411-034-0000	Purpose (State Plan Personal Care Services)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=411-034-0000
411-034-0090	Payment Limitations	https://secure.sos.state.or.us/oard/view.action?ruleNumber=411-034-0090

Exhibit B – Statement of Work – Part 3 – Patient Rights and Responsibilities, Engagement and Choice		
OAR	**Rule Title**	**Permanent Link to OAR**
Chapter 410, Division 115	OHP Bridge	*New rule effective 6/1/2024; permanent link to OAR not yet available*
410-141-3575	MCE Member Relations: Marketing	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3575
410-141-3580	MCE Member Relations: Potential Member Information	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3580
410-141-3585	MCE Member Relations: Education and Information	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3585
410-141-3590	MCE Member Relations: Member Rights and Responsibilities	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3590
410-141-3805	Mandatory MCE Enrollment Exceptions	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3805
410-141-3810	Disenrollment from MCEs	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3810
410-200-0015	General Definitions (Eligibility for Health Systems Division Medical Programs)	*Rule currently open for review, updated language will be effective 6/1/2024; permanent link to OAR not yet available*

Exhibit B – Statement of Work – Part 4 – Providers and Delivery Systems		
OAR	**Rule Title**	**Permanent Link to OAR**
409-055-0000	Purpose and Scope (Patient-Centered Primary Care Homes)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-055-0000
409-055-0090	Reimbursement Objectives	https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-055-0090
410-123-1510	Additional Dental Care Benefits for Pregnant Individuals	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-123-1510
410-141-3510	Provider Contracting and Credentialing	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3510
410-141-3515	Network Adequacy	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3515

Exhibit B – Statement of Work – Part 4 – Providers and Delivery Systems		
OAR	**Rule Title**	**Permanent Link to OAR**
410-141-3560	Resolving Contract Disputes Between Health Care Entities and CCOs	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3560
410-141-3565	Managed Care Entity Billing	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3565
410-141-3805	Mandatory MCE Enrollment Exceptions	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3805
410-141-3810	Disenrollment from MCEs	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3810
410-141-3850	Transition of Care	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3850
410-141-3860	Integration and Coordination of Care	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3860
410-141-3865	Care Coordination Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3865
410-141-3870	Intensive Care Coordination	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3870
410-170-0090	BRS Types of Care	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-170-0090
410-180-0326	Background Check Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-180-0326

Exhibit B, Parts 5 through 7 are reserved.

Exhibit B – Statement of Work – Part 8 – Accountability and Transparency of Operations		
OAR	**Rule Title**	**Permanent Link to OAR**
409-025-0100	Definitions (All Claims All Payer Data Reporting Program)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-025-0100
409-025-0160	Data Access and Release	https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-025-0160
409-025-0170	Public Disclosure	https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-025-0170
409-025-0190	Data Review Committee	https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-025-0190
Chapter 409, Division 65	Sustainable Health Care Cost Growth Target Program	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=5882
409-070-0000	Scope and Purpose (Health Care Market Oversight Program)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-070-0000
409-070-0085	Effective Date; Implementation	https://secure.sos.state.or.us/oard/view.action?ruleNumber=409-070-0085
410-120-1260	Provider Enrollment	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1260

Exhibit B – Statement of Work – Part 8 – Accountability and Transparency of Operations		
OAR	**Rule Title**	**Permanent Link to OAR**
410-120-1280	Billing	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1280
410-120-1295	Non-Participating Provider	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1295
410-120-1300	Timely Submission of Claims	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1300
410-120-1340	Payment	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1340
410-120-1560	Provider Appeals	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1560
Chapter 141	Oregon Health Plan	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1728
410-141-3520	Record Keeping and Use of Health Information Technology	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3520
410-141-3565	Managed Care Entity Billing	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3565
410-141-3570	Managed Care Entity Encounter Claims Data Reporting	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3570
410-141-3810	Disenrollment from MCEs	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3810
410-141-3840	Emergency and Urgent Care Services	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3840
410-141-5320	CCO Holding Company Regulation: Transactions Within Holding Company	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5320
410-141-5325	CCO Holding Company Regulation: Director and Officer Liability; Effect of Control of CCO Subject to Registration; Board of Directors	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5325
410-141-5310	CCO Holding Company Regulation: Presumption of Control; Rebuttal	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5310
410-141-5315	CCO Holding Company Regulation: Disclaimer of Affiliation	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5315
461-195-0301	Definitions (Liens, Overpayments and IPVs)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=461-195-0301
461-195-0303	Personal Injury Claim	https://secure.sos.state.or.us/oard/view.action?ruleNumber=461-195-0303
461-195-0305	Lien of the Department, Coordinated Care Organization, or Prepaid Managed Care Health Services Organization	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=249034
461-195-0310	Notice of Claim or Action by Applicant or Recipient	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299870

Exhibit B – Statement of Work – Part 8 – Accountability and Transparency of Operations		
OAR	**Rule Title**	**Permanent Link to OAR**
461-195-0320	Release of Lien for Future Medicals	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=130971
461-195-0321	Assigning a Lien	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=130973
461-195-0325	Release or Compromise of Lien	https://secure.sos.state.or.us/oard/view.action?ruleNumber=461-195-0325
461-195-0350	Procedure Where Injured Recipient is a Minor	https://secure.sos.state.or.us/oard/view.action?ruleNumber=461-195-0350
943-014-0010	Purpose (Privacy and Confidentiality)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-014-0010
943-014-0300	Scope (Privacy and Confidentiality)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-014-0300
943-014-0320	User Responsibility	https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-014-0320
943-120-0100	Definitions (Provider Rules)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-120-0100
943-120-0200	Authority System Administration	https://secure.sos.state.or.us/oard/view.action?ruleNumber=943-120-0200

Exhibit B – Statement of Work – Part 9 – Program Integrity		
OAR	**Rule Title**	**Permanent Link to OAR**
410-120-1396	Provider and Contractor Audits	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1396
410-120-1510	Fraud and Abuse	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1510
410-120-1580	Provider Appeals — Administrative Review	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1580
410-141-3520	Record Keeping and Use of Health Information Technology	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3520
410-141-3530	Sanctions	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3530
410-141-3531	Sanctions for Failure to Comply with State or Federal Information Security or Privacy Laws	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3531
410-141-3570	Managed Care Entity Encounter Claims Data Reporting	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3570
410-141-3625	MCE Assessment: Authority to Audit Records	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3625
410-141-3835	MCE Service Authorization	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3835

Exhibit B – Statement of Work – Part 10 – Transformation Reporting, Performance Measures and External Quality Review is reserved.

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Exhibit C – Consideration		
OAR	**Rule Title**	**Permanent Link to OAR**
309-019-0105	Definitions (Outpatient Behavioral Health Services)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0105
309-019-0145	Co-Occurring Mental Health and Substance Use Disorders (COD)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0145
Chapter 309, Division 65	Culturally and Linguistically Specific Services	*New rule effective 1/1/2023; permanent link to OAR not yet available*
Chapter 410, Division 120	Medical Assistance Programs	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1708
410-120-1580	Provider Appeals — Administrative Review	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=83200
410-130-0580	Hysterectomies and Sterilization	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-130-0580
410-141-3565	Managed Care Entity Billing	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3565

Exhibit D – Standard Terms and Conditions		
OAR	**Rule Title**	**Permanent Link to OAR**
Chapter 309, Division 12	Administrative Practice and Procedure	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1009
Chapter 309, Division 14	Community Mental Health Programs	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1011
Chapter 309, Division 15	Medicaid Payment for Inpatient Psychiatric Hospital Inpatient Services	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1012
Chapter 309, Division 18	Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1015
Chapter 309, Division 19	Outpatient Behavioral Health Services	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1016
Chapter 309, Division 22	Children & Adolescents: Intensive Treatment Services; Integrated Licenses; Children's Emergency Safety Intervention Specialists	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1019
Chapter 309, Division 32	Community Treatment and Support Services	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1026
Chapter 309, Division 40	Adult Foster Homes	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1034

Exhibit D – Standard Terms and Conditions		
OAR	**Rule Title**	**Permanent Link to OAR**
Chapter 407, Division 45	Office of Training, Investigations and Safety – Adult Abuse	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1635
Chapter 407, Division 46	Office of Training, Investigations and Safety – Child-In-Care Abuse	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=6493
Chapter 407, Division 47	Office of Training, Investigations and Safety – Child Abuse	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=5419
Chapter 410	Health Systems Division: Medical Assistance Programs	https://secure.sos.state.or.us/oard/displayChapterRules.action
Chapter 410, Division 115	OHP Bridge	*New rule effective 6/1/2024; permanent link to OAR not yet available*
410-120-1560	Provider Appeals	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1560
410-120-1580	Provider Appeals — Administrative Review	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1580
Chapter 410, Division 141	Oregon Health Plan	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1728
Chapter 415	Health Systems Division: Addiction Services	https://secure.sos.state.or.us/oard/displayChapterRules.action
410-141-3710	Contract Termination and Close-Out Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3710
410-141-5080	Financial Solvency Regulation: Transparency	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5080

Exhibit E – Required Federal Terms and Conditions		
OAR	**Rule Title**	**Permanent Link to OAR**
199-005-0001	Definitions (Gifts)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=199-005-0001
199-005-0030	Determining the Source of Gifts	https://secure.sos.state.or.us/oard/view.action?ruleNumber=199-005-0030
Chapter 407, Division 14	Privacy and Confidentiality	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1629
410-120-1380	Compliance with Federal and State Statutes	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1380
Chapter 943, Division 14	Privacy and Confidentiality	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=4203
943-120-0100	Definitions (Provider Rules)	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=229991

Exhibit E – Required Federal Terms and Conditions		
OAR	**Rule Title**	**Permanent Link to OAR**
943-120-0110	Purpose	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=229995
943-120-0112	Scope and Sequence of Electronic Data Transmission Rules	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=229999
943-120-0114	Provider Enrollment Agreement	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=230003
943-120-0116	Web Portal Submitter	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=230007
943-120-0118	Conduct of Direct Data Entry Using Web Portal	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=230011
943-120-0120	Registration Process — EDI Transactions	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=230015
943-120-0130	Trading Partner as EDI Submitter — EDI Transactions	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=230019
943-120-0140	Trading Partner Agents as EDI Submitters — EDI Transactions	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=230021
943-120-0150	Testing — EDI Transactions	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=230023
943-120-0160	Conduct of Transactions — EDI Transactions	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=230025
943-120-0165	Pharmacy Point of Sale Access	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=230027
943-120-0170	Security	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=230029
943-120-0180	Record Retention and Audit	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=230033
943-120-190	Material Changes	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=230037
943-120-0200	Authority System Administration	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=230039

Exhibit F – Insurance Requirements		
OAR	**Rule Title**	**Permanent Link to OAR**
None		

Exhibit G – Reporting of Delivery System Network Providers, Cooperative Agreements, and Hospital Adequacy		
OAR	**Rule Title**	**Permanent Link to OAR**
410-141-3515	Network Adequacy	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3515

Exhibit H – Value Based Payment is reserved.

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Exhibit I – Grievance and Appeal System		
OAR	**Rule Title**	**Permanent Link to OAR**
410-120-1860	Contested Case Hearing Procedures	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1860
410-141-3585	MCE Member Relations: Education and Information	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3585 d
410-141-3835	MCE Service Authorization	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3835
410-141-3850	Transition of Care	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3850
410-141-3875	MCE Grievances & Appeals: Definitions and General Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3875
410-141-3880	Grievances & Appeals: Grievance Process Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3880
410-141-3885	Grievances & Appeals: Notice of Action/Adverse Benefit Determination	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3885
410-141-3890	Grievances & Appeals: Appeal Process	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3890
410-141-3895	Grievances & Appeals: Expedited Appeal	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3895
410-141-3900	Grievances & Appeals: Contested Case Hearings	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3900
410-141-3905	Grievances & Appeals: Expedited Contested Case Hearings	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3905
410-141-3910	Grievances & Appeals: Continuation of Benefits	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3910
410-141-3915	Grievances & Appeals: System Recordkeeping	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3915
410-141-3920	Transportation: NEMT General Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3920

Exhibit J – Health Information Technology		
OAR	**Rule Title**	**Permanent Link to OAR**
410-120-1280	Billing	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-120-1280
410-141-3520	Record Keeping and Use of Health Information Technology	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3520
410-141-3565	Managed Care Entity Billing	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3565
410-141-3570	Managed Care Entity Encounter Claims Data Reporting	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3570
410-141-3591	MCE Interoperability Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3591

Chapter 943, Division 120	Provider Rules	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=4208

Exhibit K – Social Determinants of Health and Equity		
OAR	**Rule Title**	**Permanent Link to OAR**
410-141-3500	Definitions (Oregon Health Plan)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3500
410-141-3730	Community Health Assessment and Community Health Improvement Plans	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3730
410-141-3735	Social Determinants of Health and Equity; Health Equity	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3735
410-141-3845	Health-Related Services	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3845
410-141-5000	Financial Solvency Regulation: Definitions	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5000

Exhibit L – Solvency Plan, Financial Reporting, and Sustainable Rate of Growth		
OAR	**Rule Title**	**Permanent Link to OAR**
410-141-5000	Financial Solvency Regulation: Definitions	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5000
410-141-5005	Financial Solvency Regulation: CCO Financial Solvency Requirement	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5005
410-141-5010	Financial Solvency Regulation: Procedure for General Financial Reporting and for Determining Financial Solvency Matters	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5010
410-141-5015	Financial Solvency Regulation: Financial Statement Reporting	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5015
410-141-5020	Financial Solvency Regulation: Annual Audited Financial Statements and Auditor's Report	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5020
410-141-5045	Financial Solvency Regulation: Corporate Governance Annual Disclosure Filing	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5045
410-141-5050	Financial Solvency Regulation: Requirements for Reinsurance	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5050
410-141-5055	Financial Solvency Regulation: Requirements for Obtaining Credit for Reinsurance	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5055
410-141-5075	Financial Solvency Regulation: Disallowance of Certain Reinsurance Transactions	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5075
410-141-5170	Capitalization: Capital and Surplus	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5170
410-141-5180	Capitalization: Dividend and Distribution Restrictions	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5180
410-141-5185	Capitalization: Restricted Reserve Account	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5185

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Exhibit L – Solvency Plan, Financial Reporting, and Sustainable Rate of Growth		
OAR	**Rule Title**	**Permanent Link to OAR**
410-141-5195	Capitalization: Risk-based Capital (RBC) Definitions	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5195
410-141-5200	Capitalization: RBC Reports	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5200
410-141-5205	Capitalization: Company Action Level Event	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5205
410-141-5220	Capitalization: Mandatory Control Level Event	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5220
410-141-5225	Reporting and Approval of Certain Transactions: Extraordinary Dividends and Other Distributions	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5225
410-141-5240	Reporting and Approval of Certain Transactions: Materiality and Reporting Standards for Changes in Ceded Reinsurance Agreements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5240
410-141-5245	Examinations: CCO Production of Books and Records	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5245
410-141-5250	Examinations: Authority Examinations of CCOs	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5250
410-141-5300	CCO Holding Company Regulation: Registration Statement Filing	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5300
410-141-5320	CCO Holding Company Regulation: Transactions Within Holding Company	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5320
410-141-5330	CCO Holding Company Regulation: Annual Enterprise Risk Report	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5330
410-141-5380	Civil Penalties	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-5380

Exhibit M – Behavioral Health		
OAR	**Rule Title**	**Permanent Link to OAR**
Chapter 309, Division 18	Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1015
Chapter 309, Division 19	Outpatient Behavioral Health Services	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1016
Chapter 309, Division 022	Children & Adolescents: Intensive Treatment Services; Integrated Licenses; Children's Emergency Safety Intervention Specialists	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1019
Chapter 309, Division 072	Mobile Crisis Intervention Services and Stabilization Services	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=7546
309-019-0105	Definitions (Outpatient Behavioral Health Services)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0105

Exhibit M – Behavioral Health		
OAR	**Rule Title**	**Permanent Link to OAR**
309-019-0135	Entry and Assessment	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0135
309-019-0162	Youth Wraparound Definitions	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0162
309-019-0163	Youth Wraparound Program Rules	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0163
309-019-0167	Intensive In-Home Behavioral Health Treatment (IIBHT) for Children	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=284989
309-019-0225	Assertive Community Treatment (ACT) Definitions	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0225
309-019-0226	Assertive Community Treatment (ACT) Overview	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=309398
309-019-0230	ACT Provider Qualifications	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=309399
309-019-0233	ACT Program Certification	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=309400
309-019-0235	ACT Fidelity Requirements	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=309401
309-019-0240	ACT Failure to Meet Fidelity Standards	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=309402
309-019-0241	Waiver of Minimum Fidelity Requirements	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=309403
309-019-0242	ACT Program Operational Standards	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=309404
309-019-0245	ACT Admission Criteria	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=309406
309-019-0248	ACT Admission Process	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=309407
309-019-0250	ACT Transition to Less Intensive Services and Discharge	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=309408
309-019-0255	ACT Reporting Requirements	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=309409
309-019-0275	Individual Placement and Support (IPS) Supported Employment Overview	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0275
309-019-0280	IPS Program Requirements and Operational Standards	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=310408
309-019-0282	IPS Program Certification	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=310409
309-019-0285	IPS Fidelity Requirements	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=310410
309-019-0290	Failure to Meet Fidelity Standards	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=310411

Exhibit M – Behavioral Health		
OAR	**Rule Title**	**Permanent Link to OAR**
309-019-0295	Reporting Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0295
309-019-0300	Service Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0300
309-019-0320	Documentation Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-019-0320
Chapter 309, Division 22	Children & Adolescents: Intensive Treatment Services; Integrated Licenses; Children's Emergency Safety Intervention Specialists	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1019
309-022-0155	General Staffing Requirements	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-022-0155
309-032-0850	Purpose (Community Treatment and Support Services)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-032-0850
309-032-0870	Standards for Approval of Regional Acute Care Psychiatric Service	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-032-0870
309-033-0200	Statement of Purpose and Statutory Authority (Involuntary Commitment Proceedings)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-033-0200
309-033-0210	Definitions (Civil Commitment Proceedings)	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299354
309-033-0220	General Standards	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299361
309-033-0225	Variances	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299362
309-033-0230	Custody of Persons Alleged to Have a Mental Illness Prior to Filing a Notification of Mental Illness.	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299370
309-033-0240	Initiation of the Civil Commitment Process	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=308854
309-033-0250	Standards for Custody, Hospital and Nonhospital Holds, Emergency Commitment and Emergency Hospitalization of Persons Under Warrant of Detention	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299372
309-033-0260	Diversion from Commitment Hearing	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299373
309-033-0270	Provision of Care, Custody and Treatment of Persons under Civil Commitment	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299374
309-033-0280	Procedures for Persons under Civil Commitment and on Outpatient Commitment or Trial Visit	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299375
309-033-0290	Placement of Persons under Civil Commitment	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299376
309-033-0300	Transfers Between Classes of Facilities	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299377

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Exhibit M – Behavioral Health		
OAR	**Rule Title**	**Permanent Link to OAR**
309-033-0310	Recertification for Continued Civil Commitment	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299378
309-033-0320	Revocation of Conditional Release, Outpatient Commitment or Trial Visit	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299379
309-033-0330	Discharge of Civil Commitment for Persons under Civil Commitment and Placed in the Community	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299380
309-033-0400	Statement of Purpose and Statutory Authority	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299381
309-033-0420	Transportation and Transfer of Persons in Custody or On Diversion	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299382
309-033-0425	Provider Requirements for the Transportation and Transfer of Minors in Custody or by Consent of Legal Guardian	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=297759
309-033-0430	Transportation of a Person under Civil Commitment to a State Hospital, Community Hospital or Nonhospital Facility	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299383
309-033-0432	Standards for the Approval of a Secure Transport Provider to Transport a Person in Custody or On Diversion to an Approved Holding Hospital or Nonhospital Facility	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=297652
309-033-0435	Client Rights with Regards to a Secure Transport Provider	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=297653
309-033-0437	Mechanical Restraint by a Secure Transport Provider	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=297655
309-033-0500	Statement of Purpose and Statutory Authority	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=44888
309-033-0520	Classes of Facility that Provide Care, Custody or Treatment to Persons under Civil Commitment or to Persons in Custody or on Diversion.	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299384
309-033-0530	Approval of Hospitals and Nonhospital Facilities to Provide Services to Persons under Civil Commitment and to Persons in Custody and on Diversion.	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299385
309-033-0540	Administrative Requirements for Hospitals and Nonhospital Facilities Approved to Provide Services to Persons in Custody.	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299386
309-033-0550	Standards for the Approval of Hospitals Detaining Persons in Custody Pending Transport to an Approved Holding Hospital or Nonhospital Facility	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299387

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Exhibit M – Behavioral Health		
OAR	**Rule Title**	**Permanent Link to OAR**
309-033-0600	Statement of Purpose and Statutory Authority	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299389
309-033-0620	Obtaining Informed Consent to Treatment from a Person and the Administration of Significant Procedures Without the Informed Consent of a Person under Civil Commitment.	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299390
309-033-0625	Administration of Medication and Treatment without the Informed Consent of a Person in Custody	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299391
309-033-0630	Administration of Significant Procedures in Emergencies Without the Informed Consent of a Person under Civil Commitment	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299392
309-033-0640	Involuntary Administration of Significant Procedures to a Committed Person With Good Cause	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-033-0640
309-033-0700	Purpose and Scope	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299394
309-033-0720	Application, Training and Minimum Staffing Requirements	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299395
309-033-0725	Medical Services	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299396
309-033-0727	Structural and Physical Requirements	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299397
309-033-0730	Seclusion and Restraint Procedures	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299398
309-033-0732	Time Limits	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299399
309-033-0733	Documentation	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=299400
309-033-0735	Quarterly Reports	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=44920
309-033-0740	Variances	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-033-0740
309-091-0000	Purpose and Scope (State Hospital Admissions and Discharges)	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-091-0000
309-091-0015	Determining Need for State Hospital Care	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-091-0015
309-091-0050	Other Forensic Discharges	https://secure.sos.state.or.us/oard/view.action?ruleNumber=309-091-0050
410-141-3515	Network Adequacy	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3515

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Exhibit M – Behavioral Health		
OAR	**Rule Title**	**Permanent Link to OAR**
410-141-3585	MCE Member Relations: Education and Information	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3585 d
410-141-3835	MCE Service Authorization	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3835
410-141-3840	Emergency and Urgent Care Services	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3840
410-141-3860	Integration and Coordination of Care	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3860
410-141-3870	Intensive Care Coordination	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3870
410-172-0650	Prior Authorization	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=291157
410-172-0690	Admission Procedure for Psychiatric Residential Treatment Services for Children	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-172-0690
410-172-0695	Intensive In-Home Behavioral Health Treatment Services for Youth (IIHBT)	https://secure.sos.state.or.us/oard/viewSingleRule.action?ruleVrsnRsn=291158
Chapter 415, Division 12	Licensure of Substance Use Disorders and Problem Gambling Residential Treatment and Recovery Services	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1922
Chapter 415, Division 20	Standards for Outpatient Opioid Treatment Programs	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1923
Chapter 415, Division 50	Standards for Alcohol Detoxification Centers	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1924

Exhibit N – Privacy and Security		
OAR	**Rule Title**	**Permanent Link to OAR**
Chapter 407, Division 14	Privacy and Confidentiality	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=1629
410-141-3530	Sanctions	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3530
410-141-3531	Sanctions for Failure to Comply with State or Federal Information Security or Privacy Laws	https://secure.sos.state.or.us/oard/view.action?ruleNumber=410-141-3531
Chapter 943, Division 14	Privacy and Confidentiality	https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=4203

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Exhibit C – Attachment 1

CCO Payment Rates

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OHP Bridge - Basic Health Program
July 2024 through December 2024
Coordinated Care Organization Capitation and Maternity Case Rates

Health Share of Oregon

Rate Group **Basic Health Program 19-34 (BHP 19-34)**
Contract # PO-44300-00030976
Region Tricounty

Rate Components	CCOA	CCOB	CCOE	CCOF	CCOG
Base Services Rate	$309.13	$0.00	$0.00	$0.00	$0.00
Administrative Allowance	$35.05	$0.00	$0.00	$0.00	$0.00
Managed Care Tax	$7.02	$0.00	$0.00	$0.00	$0.00
Total Capitation Rate	$351.20	$0.00	$0.00	$0.00	$0.00
Services Admin %	9.98%	0.00%	0.00%	0.00%	0.00%
Managed Care Tax %	2.00%	0.00%	0.00%	0.00%	0.00%

Numbers may not add due to rounding.

OHP Bridge - Basic Health Program
July 2024 through December 2024
Coordinated Care Organization Capitation and Maternity Case Rates

Health Share of Oregon

Rate Group **Basic Health Program 35-44 (BHP 35-44)**
Contract # PO-44300-00030976
Region Tricounty

Rate Components	CCOA	CCOB	CCOE	CCOF	CCOG
Base Services Rate	$433.28	$0.00	$0.00	$0.00	$0.00
Administrative Allowance	$49.13	$0.00	$0.00	$0.00	$0.00
Managed Care Tax	$9.85	$0.00	$0.00	$0.00	$0.00
Total Capitation Rate	$492.26	$0.00	$0.00	$0.00	$0.00
Services Admin %	9.98%	0.00%	0.00%	0.00%	0.00%
Managed Care Tax %	2.00%	0.00%	0.00%	0.00%	0.00%

Numbers may not add due to rounding.

Rate sheets generated 27-Feb-24

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OHP Bridge - Basic Health Program
July 2024 through December 2024
Coordinated Care Organization Capitation and Maternity Case Rates

Health Share of Oregon

Rate Group **Basic Health Program 45-54 (BHP 45-54)**
Contract # PO-44300-00030976
Region Tricounty

Rate Components	CCOA	CCOB	CCOE	CCOF	CCOG
Base Services Rate	$507.64	$0.00	$0.00	$0.00	$0.00
Administrative Allowance	$57.56	$0.00	$0.00	$0.00	$0.00
Managed Care Tax	$11.53	$0.00	$0.00	$0.00	$0.00
Total Capitation Rate	$576.73	$0.00	$0.00	$0.00	$0.00
Services Admin %	9.98%	0.00%	0.00%	0.00%	0.00%
Managed Care Tax %	2.00%	0.00%	0.00%	0.00%	0.00%

Numbers may not add due to rounding.

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OHP Bridge - Basic Health Program
July 2024 through December 2024
Coordinated Care Organization Capitation and Maternity Case Rates

Health Share of Oregon

Rate Group **Basic Health Program 55-64 (BHP 55-64)**
Contract # PO-44300-00030976
Region Tricounty

Rate Components	CCOA	CCOB	CCOE	CCOF	CCOG
Base Services Rate	$681.91	$0.00	$0.00	$0.00	$0.00
Administrative Allowance	$77.32	$0.00	$0.00	$0.00	$0.00
Managed Care Tax	$15.49	$0.00	$0.00	$0.00	$0.00
Total Capitation Rate	$774.72	$0.00	$0.00	$0.00	$0.00
Services Admin %	9.98%	0.00%	0.00%	0.00%	0.00%
Managed Care Tax %	2.00%	0.00%	0.00%	0.00%	0.00%

Numbers may not add due to rounding.

Rate sheets generated 27-Feb-24

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OHP Bridge - Basic Health Program
July 2024 through December 2024
Coordinated Care Organization Capitation and Maternity Case Rates

Health Share of Oregon

Rate Group **BHP Maternity Case Rate (BHP Maternity)**
Contract # PO-44300-00030976
Region Tricounty

Rate Components	CCOA	CCOB	CCOE	CCOF	CCOG
Base Services Rate	$10,756.12	$0.00	$0.00	$0.00	$0.00
Administrative Allowance	$1,089.83	$0.00	$0.00	$0.00	$0.00
Managed Care Tax	$241.75	$0.00	$0.00	$0.00	$0.00
Total Capitation Rate	$12,087.70	$0.00	$0.00	$0.00	$0.00
Services Admin %	9.02%	0.00%	0.00%	0.00%	0.00%
Managed Care Tax %	2.00%	0.00%	0.00%	0.00%	0.00%

Numbers may not add due to rounding.

Rate sheets generated 27-Feb-24

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Exhibit D – Attachment 1

Deliverables and Required Notices

[Pursuant to Section 4.3.5.1 in General Provisions, this Exhibit D-Attachment 1 only identifies those Reports where Contractor's obligation is not the same as for the Medicaid Contract. Contractor shall rely on Exhibit D-Attachment 1 provided with Contractor's Medicaid Contract for all other Reports.]

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EXHIBIT D-ATTACHMENT 1

Prepared for CY 7-2024 OHP Bridge- BHP Contract ***Last update: 03/25/2024***

Partial excerpt from General Provisions, Sec. 4.3.5: "Except as expressly stated otherwise in this Contract and except for the Services required to be provided to the Member population served under this Contract, where an obligation under this Contract is the same as one set forth in the Medicaid Contract, Contractor shall be deemed to have met the obligation under this Contract if Contractor has met the same obligation under the Medicaid Contract."

Complete excerpt from General Provisions, Sec. 4.3.5.1: "Contractor shall rely on Exhibit D-Attachment 1 provided with Contractor's Medicaid Contract for every Report where Contractor's obligation is the same in this Contract as that in the Medicaid Contract. Differences in contract citations between this Contract and Exhibit D-Attachment 1 provided with the Medicaid Contract shall be regarded as non-substantive and shall have no effect on Contractor's obligation. Exhibit D-Attachment 1 provided with this Contract shall identify only those Reports where Contractor's obligation is not the same as for the Medicaid Contract."

- OAR 410-141-3500(10): "Business Day" means any day except Saturday, Sunday, or a legal holiday. The word "day" not qualified as business day means calendar day.
- ORS 187.010(3): Any act authorized, required or permitted to be performed on a holiday as designated in this section may be performed on the next succeeding business day; and no liability or loss of rights of any kind shall result from such delay.
- Due dates in this document are not adjusted for the holidays specified in ORS 187.010.

In the event any documentation, notice, or report is required to be submitted via email and such documentation, report, or notice contains Personally Identifiable Information or Protected Health Information or both, Contractor must ensure the submission is encrypted and sent securely in accordance with HIPAA/HITECH requirements and any other requirements set forth in this Contract or make other arrangements with OHA's Contract Administrator for providing such information in compliance with the Applicable Laws relating to PII and PHI.

REPORTING/DOCUMENTING OBLIGATION	REPORT TO BE REDACTED & PUBLICLY POSTED	CONTRACT SECTION	SUBMISSION DUE DATE	DUE DATE DESCRIPTION	DELIVERABLE CATEGORY	FORM	DESTINATION
BHP Risk Corridor: Encounter Data	No	Ex. C, Sec. 6, Para. b (1)(a)	4/24/2026	April 24, 2026, for July 1, 2024-December 31, 2025	Financial	Electronically	CCO SFTP mailbox

health
share
Health Share of Oregon

MEMORANDUM

TO: Community Advisory Council and Community Impact Member Advisory Committee

FROM: Health Share Staff

DATE: May 1, 2024

SUBJECT: Summary of 2024 SHARE Spending Plan Approach

Per Health Share's SHARE policy, both the Community Advisory Council (CAC) and the Community Impact Member Advisory Committee (CI MAC) have a role in recommending SHARE investments to the Board of Directors. On April 10, the CAC and CI MAC met to discuss Health Share's approach for distribution of the 2024 SHARE allocation totaling $2.8M. The goal of the meeting was to agree on an approach to recommend to the Board at the joint Board/CAC meeting in May.

Staff reviewed the process for making the SHARE recommendation, and described how funds were distributed in 2022 and 2023. Then staff presented three approaches to consider for 2024 SHARE funds including:

- Option 1: Review current investments and determine if any projects need additional funding support.
- Option 2: Identify new investments to support; only capital investments, align with ecosystem priorities.
- Option 3: Braid SHARE funding to support things that cannot be paid for with Community Capacity Building Fund (CCBF) dollars.

The group discussed these options and shared the following feedback:

- This is one-time funding; it is not intended to support programs or services for the long run.
- $2.8M is significantly less to distribute than there has been in the last two years.
- Recognition of limited staff capacity to support several new investments and grant recipients, or additional Request for Proposal processes as one is underway for distribution of the $10.8M in Community Capacity Building Funds to support readiness for delivery of the new Health Related Social Needs benefits, and a latter one for implementation anticipated.
- Option 1: Would require work to identify what additional funding is needed with all awardees, recommend focusing on gaps or unanticipated expenses; could be seen as not equitable to invest more with existing recipients vs. opening to new partners.
- Option 2**:** SHARE is one of the few funding sources that can support capital investments; one-time, capital investments require less staff engagement.
- Option 3: The idea of braided funding is appealing; however Community Capacity Building Fund applications are already coming in, and it would be difficult to communicate the additional types of allowable expenses to applicants mid-process while OHA continues to clarify these expectations.

Overall, the CAC and CI MAC were most supportive of option 1 or 2, and suggested if there was a way to combine them, that could be ideal. The group also expressed interested in hearing from the Board what their priorities for this funding are. Staff briefed the Board Community Impact Committee (CIC) on this discussion at their April

meeting. The CIC members offered additional guidance – if we do provide additional funding to current projects, to prioritize projects that with a little more investment, would be able to be sustained. They also were supportive of deepening partnerships with the organizations we have developed relationships with as there are quite a few new partners who have received SHARE funds. There will be opportunity to hear from other Board members at the joint Board/CAC meeting in May.

Upon further discussion, staff identified another option which combined elements of all options presented: support current investments in the CBO capacity building category that are in service to developing the Health Related Social Needs network (e.g., Center for Supportive Housing, Culturally Specific Food Access), with a priority on capital investments that cannot be paid for with CCBF dollars.

Staff will present this summary at the May Board/CAC meeting and seek consensus among the members for which approach to use in distributing the 2024 SHARE dollars. Once that decision has been made, staff will reconvene the CAC and CI MAC to develop a process to identify projects and reach consensus to recommend SHARE investments to the Board.

Please reach out to Luci Longoria at longorial@healthshareoregon.org if this summary does not reflect your understanding of the discussion on April 10th.

Thank you.

Slides presented at joint CAC/CI MAC meeting on April 10th

2024 SHARE Spending Plan Approach

SHARE Initiative Overview

- The SHARE Initiative comes from a legislative requirement for coordinated care organizations (CCOs) to invest some of their profits back into their communities.
- After meeting minimum financial standards, CCOs must spend a portion of their net income or reserves on services to address health inequities and the social determinants of health and equity (SDOH -E).

The primary goals of the SHARE Initiative are to:

- Safeguard public dollars by requiring that a portion of CCOs' profits are reinvested in their communities; and
- Improve CCO member and community health by requiring reinvestments go toward **upstream nonhealthcare factors that impact health** (for example, housing, food, transportation, educational attainment or civic engagement).

SHARE Process

2022	2023
• Health Share member organizations (or their sponsored initiatives) and the Community Advisory Council were invited to submit proposals • Funding priorities on Social Determinants of Health-Equity broadly • Proposals reviewed by Financial Investment Oversight Committee (member organization reps, CAC members, CAP members) • **Ten proposals funded for $20M** *Note: (SHARE was part of larger FIOC effort, not a standalone process)*	• Health Share member organizations and the Community Advisory Council were invited to submit proposals • Funding priorities on Behavioral Health, Housing, CBO Capacity Building • CAC/CI MAC co-designed application and evaluation materials • Subcommittee reviewed proposal and made funding recommendations to the Board (4 CAC members + 4 CI MAC members) • **Five proposals funded for $10.7M**

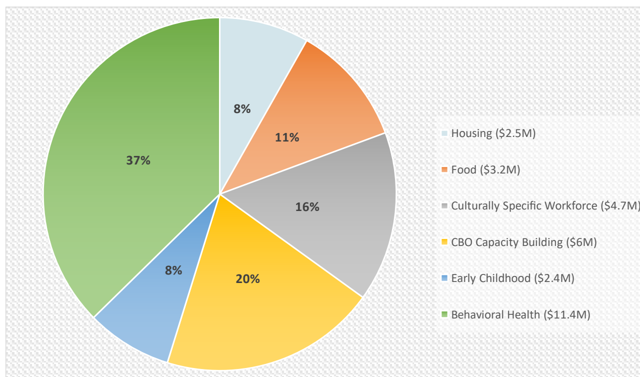
2022 SHARE Spending Plan

Investment Focus	Contracting Organizations	Amount
Social Emotional Health	IRCO, Adelante Mujeres, PSU System of Care Institute, OPIP, Clackamas County	$2,000,000
CBO Capacity Building + HRSN Engagement	Corporation for Supportive Housing (CSH)	$2,000,000
Culturally-Specific Help Me Grow Expansion	Multnomah County	$400,000
Connect Oregon (CIE)	211 Coordination Center, Oregon Health Leadership Council	$550,000
Project Turnkey	Community Development Corp. of Oregon	$1,000,000
Increasing Culturally Specific Food Capacity	Oregon Public Health Institute	$1,500,000
Washington County Center for Addictions Triage and Treatment	Washington County	$7,600,000
Multnomah County Behavioral Health Resource Center	Multnomah County	$3,780,000
Training for Health Care Interpreters	Oregon Health Care Interpreters Association	$525,000
Access to Culturally and Linguistically Specific Doulas	Oregon Doula Association	$500,000
		$19,855,000

2023 SHARE Spending Plan

Investment Focus	Contracting Organizations	Amount
Recuperative Care Project Expansion	Central City Concern	$1,500,000
Portland Metro Food Sovereignty Initiative	Native American Youth and Family Center	$1,900,000
THW Workforce Capacity Building Initiative	Clackamas County, Multnomah County, Washington County	$3,729,053
Family Peace Center Project	Family Justice Center of Washington County	$2,000,000
AI/AN Social Connection and Economic Stability Initiative	Native American Rehabilitation Association of the Northwest	$1,500,000
		$10,629,053

SHARE Investment Focus (2022/2023)



2024 Constraints

- Less SHARE dollars available to distribute
- One-time funding
- Health Share staff capacity to support several new investments
  - 15 SHARE projects currently in process (22 contracts)
  - Community Capacity Building Funds – review applications, select organizations to fund, develop contracts, support implementation (# of contracts ?)

Other Funding Sources for Community Partners

- Community Capacity Building Funds
- Future reimbursement for Health Related Social Needs benefit delivery
- Community Benefit funds from member organizations

Strategy Investment Options

Option 1: Review current investments and determine if any projects need additional funding support

Option 2: Identify new investments to support; only capital investments, alignment with ecosystem priorities

Option 3: Braid SHARE funding to support things that cannot be paid for with CCBF dollars

Option 4: Other