

Overview

Supporting Health for All through REinvestment: the SHARE Initiative was created through House Bill 4018 (Oregon Legislature, 2018) and requires CCOs to invest a portion of profits back into communities to address health inequities and the Social Determinants of Health and Equity (SDOH-E). OHA's SHARE Initiative [guidance document](#) is provided on the SHARE Initiative [webpage](#).

In accordance with the requirements stated in [ORS 414.572\(1\)\(b\)\(C\)](#) and [OAR 410-141-3735](#), CCOs must designate a portion of annual net income or reserves that exceed the financial requirements for SHARE Initiative spending. According to contract requirements, a CCO's annual SHARE Initiative designation must be spent down within two years of OHA's approval of the same year's SHARE Initiative Spending Plan.

For Contract Years 2020 and 2021, CCOs that exceed minimum financial requirements are expected to define their own SHARE Initiative portion in compliance with the statute and rules referenced above.

As described in OHA's SHARE Initiative guidance document, SHARE Initiative spending must meet the following four requirements:

1. Spending must fall within SDOH-E domains and include spending toward a statewide housing priority;
2. Spending priorities must align with community priorities from Community Health Improvement Plans (CHPs);
3. A portion of funds must go to SDOH-E Partners; and
4. CCOs must designate a role for the Community Advisory Council(s) related to its SHARE Initiative funds.

By June 30 of each Contract Year, each CCO shall annually submit to OHA for review and approval its SHARE Initiative Spending Plan identifying how it intends to direct its SDOH-E spending based on net income or reserves from the prior year for the SHARE Initiative. This annual SHARE Initiative Spending Plan Report will capture from CCOs how they are meeting these contractual requirements.

SHARE Initiative Reporting

- A. Beginning in 2021, by no later than April 30, each CCO must report its **Annual SHARE Initiative Designation** in [Exhibit L6.7](#) to identify its SHARE Initiative designation based on the *prior year's financials*.
- B. Beginning in 2021, by no later than June 30, each CCO must complete the **Annual SHARE Initiative Spending Plan** described in this document for the *prior year's financials*.
- C. Beginning in 2022, by no later than April 30, each CCO must report its **Annual SHARE Initiative Spend-Down** in Exhibit L6.71 to track year-over-year spending from a CCO's SHARE Initiative and to tie such spending to the appropriate year's SHARE Initiative Spending Plan.

Annual SHARE Initiative Spending Plan Report Template

Report Template

CCO Name: **Cascade Health Alliance (CHA)**

CCO Contact: **Michael Donarski**

Instructions:

- Respond to items 1-11 below using this template.
- Be clear and concise in your responses. Do not exceed 20 total pages for your report. (This page count does not include the attachments referenced in items 7, 8 and 11.)
- Your submission must include the formal agreement with each of the SDOH-E Partners as required by the CCO contract and referenced in item 7. If any agreement with an SDOH-E Partner is a “Subcontract” as defined in the CCO contract, then your submission must include the Subcontractor and Delegated Work Report updated for the Subcontract/s, as required by the CCO contract and referenced in item 7. Refer also to the OHA [memo](#) dated March 4, 2021, that clarifies SHARE Initiative SDOH-E Partner contract requirements.
- All file names must clearly reflect the content (e.g., CCOxyz_SHARE_Item7).
- When submitting materials, CCOs must ensure that only materials pertinent to the focus area are submitted.

Submit the completed report to CCO.MCOTDeliverableReports@dhsosha.state.or.us by June 30 of the Contract Year.

Section 1: SHARE Initiative Designation

1. What is the dollar amount for your CCO’s SHARE Initiative Designation? (as recorded in cell E30 in [Exhibit L – Report L6.7](#))
\$225,000.00

Section 2: SHARE Initiative Spending Plan

SDOH-E Domains and CHP/Statewide Priorities

2. Identify the SDOH-E domains applicable to your CCO’s SHARE Initiative Spending. (Check all that apply.)

- Neighborhood and Built Environment
- Economic Stability
- Education
- Social and Community Health

3. Describe how your SHARE Initiative spending aligns with your CCO’s Community Health Improvement Plan (CHP).

Annual SHARE Initiative Spending Plan Report Template

The priorities areas of our CHP are food insecurity, infant mortality; oral health, suicide prevention, physical well-being, and affordable housing. Our SHARE Initiative Spending Plan aligns well with the CHP priorities of affordable housing, and physical well being as shown by their objectives and strategies below:

Physical well-being

Objective 1: Establish baseline infrastructure and capital needs for housing in Klamath County by 2023.

Objective 2: Reduce obesity rate in Klamath Falls by 3%, as measured by the Oregon Behavioral Risk Factor Surveillance System by June 30, 2022.

Strategies:

Increase coordination and implementation of physical activity opportunities in schools and parks.

Increase connectivity of trails and protected walk/bike lanes to increase community opportunities for active transportation and recreation.

Increase participation in well-being activities and prevention programs.

Affordable Housing

Objective 3: Establish baseline infrastructure and capital needs for housing in Klamath County by 2023.

Strategies:

Convene partnerships with economic development community partnerships to create development incentive package.

Partner with Klamath Housing Authority to solicit grant funding opportunities.

4. Describe how your CCO's SHARE Initiative spending addresses the statewide priority of housing-related services and supports, including Supported Housing.

One of the projects we will support provides housing related services and support to low income individuals who seek adequate sober supportive housing. The Project Homefront is collaboratively organized and supported by Klamath County departments: Community Corrections, Property Sales, and Public Health. [REDACTED]

[REDACTED] The project has the additional support of the Klamath County Board of Commissioners, Klamath Housing Authority, Klamath Open Door, and Sky Lakes Medical Center. This project aims to buffer the sober supportive housing niche as well as provide a safe environment for those needing emergency temporary housing - fire affected families, those needing to quarantine due to COVID19, those experiencing a homelessness event, and transitional housing for justice involved individuals on community supervision. It will also enable individuals to build a rental history within affordable rental housing units.

Annual SHARE Initiative Spending Plan Report Template

5. **Identify each of the SDOH-E Partner(s) that will receive a portion of SHARE Initiative funding. (SDOH-E partners must have demonstrated experience delivering services or programs, or supporting policy and systems change, or both, related to SDOH-E.)**

The Trust for Public Land (<https://www.tpl.org/>) was founded in 1972 on the conviction that all people need and deserve access to nature and the outdoors, close to home, in the cities and communities where they live, as a matter of health, equity, and justice. This organization creates parks and protects land for people, ensuring healthy, livable communities for generations to come. It is leading two efforts that will improve community health in Klamath County, by providing spaces for people to gather, socialize and be active. In Chiloquin, it is working with the Klamath Tribes, town residents, the school district, and Oregon Health & Outdoors to develop a Green Schoolyard and community space at the elementary school.

The Healthy Klamath Coalition (<https://www.healthyklamath.org>) is a multi-sector partnership established to guide community health improvement efforts in Klamath County, Oregon in 2012. The coalition with its dedicated community members, leaders, and organizations have launched numerous initiatives, programs, and policy changes to address the health factors contributing to poor health outcomes in Klamath County. It works on public health endeavors meant to increase the overall wellbeing of the community at large including community members on the Oregon Health Plan, with a special emphasis on social determinants of health, policy (including food systems, tobacco prevention, and built environment) and community engagement in Klamath County. The work of the coalition led to Klamath Falls becoming the first Certified Blue Zones Community® in Pacific Northwest in 2015.

Klamath County Community Corrections (<https://www.klamathcounty.org/160/Community-Corrections>) is a social services agency that serves all justice involved individuals (JIIs) in Klamath County who are sentenced to felony community supervision or local control. It is providing a cost-effective means to hold offenders accountable, while at the same time addressing the causes of criminal behavior and reducing the risk of future criminal behavior.

Klamath County was awarded a grant from the Oregon Community Foundations Project Turnkey in order to purchase Oregon Motel 8 and retrofit it to support long and short-term transitional housing. This project is the Klamath County Project Homefront. It is a community-based housing opportunity led by the Community corrections for fire affected families, those needing to quarantine due to COVID19, those experiencing a homelessness event, and transitional housing for justice involved individuals on community supervision.

6. **Describe how each of the SDOH-E Partners identified above were selected for SHARE Initiative project(s) or initiative(s).**

The SDOH-E Partners on this SHARE Initiative Spending Plan are clinical and non-clinical organizations and agencies serving OHP members in CHA's communities. They applied for funding support for their

Annual SHARE Initiative Spending Plan Report Template

community initiatives and these applications were reviewed with the lens of the SHARE Initiative criteria by the Health Equity Manager, Director of Customer Experience and Health Equity, and the Executive Leadership Team in CHA. All CHA staff member also carried out a field visit to see the project sites and ask clarifying questions. All submitted community projects were presented in the June 2021 CAC meeting for feedback.

A shortlist of the projects (with their background, targets, and SHARE Initiative criteria) was presented to CHA staff members in a survey for scoring. Feedback was collected in the survey from staff as a representation of the local community population that CHA serves. This feedback was then returned to the CAC for review and approval in the July CAC meeting. This was followed by the drafting of the formal agreements with the project management team of the SDOH-E Partners. The later reviewed, signed, and returned them to us for this submission.

7. **Do you have a formal agreement with each of the SDOH-E Partners described in item 5** (Please be sure to submit the formal agreement for each SDOH-E Partner.)

Yes No

If no, please explain why not. [Click here](#) to enter text.

8. **Attach a budget proposal indicating the amount of funding from the SHARE Initiative that will be put toward each project or initiative, including the amount of funds that will be directed to each SDOH-E Partner. Did you attach a simple budget proposal with this submission?** Yes No

Community Advisory Council (CAC)

9. **Describe the designated role for your CAC with regard to decision-making on SDOH-E spending under the SHARE Initiative.** (As appropriate, please be sure to include in your description the ongoing engagement and feedback loop with the CAC as it relates to SDOH-E spending.)

CHA's CAC reviewed the initial long list of potential projects in its community that CHA could sponsor through the SHARE Initiative. The CAC members provided feedback to it and after the CHA staff survey of the plan, the CAC reviewed the staff input and approved the short list of the projects and partners to be supported.

Moving forward, the CAC will be briefed on the progress of the projects. Inputs will be sought from the CAC members throughout the life of the proposed projects.

Section 3: Optional: Additional Details

10. **Describe the evaluation plan for each project or initiative, including expected outcomes, the projected number of your CCO's Members, OHP members, and other Community Members served, and how the impact will be measured.**

Annual SHARE Initiative Spending Plan Report Template

Chiloquin Green Schoolyard (The Trust for Public Land) aims to impact 180 community members the outdoor classroom, community garden and pollinator garden. It also aims at impacting 700 residents of Chiloquin community through its new park.

The Specific, Measurable, Achievable, Relevant and Time-based (SMART) objectives of CHA's agreement on this project include:

- a) The site preparation of the new schoolyard and construction of the outdoor classroom, play area, and covered basketball court by April 1, 2022.
- b) The cultivation of the native plants and landscaping associated with the outdoor classroom and play area by September 30, 2022.

Moore Park Project (Healthy Klamath) aims to be a step to creating an equitable experience for 67,000 Klamath Falls residents and visitors through its one-of-a-kind 18,000 square foot destination playground, which is completely ADA accessible with swings for wheelchairs and even an accessible merry-go-round. This playground structure is completely accessible and allows for all children, parents, and grandparents to play together regardless of their physical abilities.

The Specific, Measurable, Achievable, Relevant and Time-based (SMART) objectives of CHA's agreement on this project include:

- a) Purchase of the following pieces of equipment for the Moore Park by April 1, 2022. Klamath History Museum; Clockworks Panel; Earthquake Simulator; Spinning Monkey Bars; Therapeutic Swings; Sea-Saw; Pinnacle Pines Tree Castle; and Wheelchair Swing.
- b) Installation of the above listed pieces of equipment by September 30, 2022.

Pump Track Project (Healthy Klamath) aims to impact all 67,000 Klamath residents – adults, adolescents, and children through its bikeable asphalt pump track which is sustainable, accessible, safe and a big tourist draw.

The Specific, Measurable, Achievable, Relevant and Time-based (SMART) objectives of CHA's agreement on this project include:

- a) Supply of Asphalt by April 1, 2022.
- b) Supply of two, 90-degree wall rides by September 30, 2022.
- c) Installation of the equipment by September 30, 2022.

Project Homefront (Klamath County Community Corrections) targets to house 30 individuals per time, most of the persons this project serve will have access to or are already enrolled as a member of OHP or Medicaid. The project works with vulnerable and historically under-served populations who may not have had reliable access to health care in the past.

The Specific, Measurable, Achievable, Relevant and Time-based (SMART) objectives of CHA's agreement on this project include:

- a) Replacement of the 29-unit exterior doors at Project Homefront with severe weather damage by April 1, 2022.
- b) Widening of at least one doorway for ADA accommodations by April 1, 2022.
- c) Repair of the asphalt of the parking lot by September 30, 2022.
- d) Adding ADA parking stalls by September 30, 2022.

Annual SHARE Initiative Spending Plan Report Template

All the projects will be monitored through the required periodic reports that will be accompanied with all relevant supporting documents such as receipts, pictures, videos, etc. CHA staff will also carry out monitoring visits to the project sites and compile site visit reports.

11. If the project or initiative requires data sharing, attach a proposed or final data-sharing agreement that details the obligation for the SDOH-E Partner to comply with HIPAA, HITECH, and other Applicable Laws regarding privacy and security of personally identifiable information and Electronic Health Records and hard copies thereof. Does the project require data sharing?

Yes No

**Attachment A
Project Budgets**

Cascade Health Alliance Community benefit initiatives Grant Budget

**Proposed Budget for: Chiloquin
Green Schoolyard**
**Organizations Name: The Trust for
Public Land**

**Proposed budget submission date:
06/29/2021**

Contact Person (Name/Title/Office Phone/Cell Phone): [REDACTED]

Business Address: 15 SW Colorado Ave #100, Bend, OR 97702

Project Revenue	Requested Amount \$	Committed Amount \$	In-Kind Contribution	Sub-Total \$	Explanation
CHA	\$50,000.00	\$	\$	\$	SHARE Initiative Sponsorship Application
Total Expected Income for Project				\$ 50,000	

Project Expenses	Amount \$	Explanation
Site preparation of the new schoolyard and constructions	25,000.00	The site preparation of the new schoolyard and construction of the outdoor classroom, play area, and covered basketball court.
The native plants and landscaping	25,000.00	The cultivation of the native plants and landscaping associated with the outdoor classroom and play area.
Total Expected Costs	\$50,000.00	

Cascade Health Alliance Community benefit initiatives Grant Budget

Proposed Budget for: Moore Park Project

Organizations Name: Healthy Klamath

Proposed budget submission date: 08/06/2021

Contact Person (Name/Title/Office Phone/Cell Phone): [REDACTED]

Business Address: 2701 Foothills Blvd, Klamath Falls, OR 97601

Project Revenue	Requested Amount \$	Committed Amount \$	In-Kind Contribution	Sub-Total \$	Explanation
CHA	\$50,000.00	\$	\$	\$	SHARE Initiative Sponsorship Application
Total Expected Income for Project				\$ 50,000	
Project Expenses	Amount \$	Explanation			
Purchase of the equipment: Klamath History Museum - \$1,000 Clockworks Panel - \$1,000 Earthquake Simulator - \$2,000 Spinning Monkey Bars - \$3,000 Therapeutic Swings - \$5,000 Sea-Saw - \$8,000 Pinnacle Pines Tree Castle- \$12,000 Wheelchair Swing - \$18,000.	\$25,000.00	If the equipment is purchased in advance the project would incur storage fees. Reimbursement after purchase is advisable.			
Installation of the above listed pieces of equipment	\$25,000.00	June 2022 is the scheduled build date.			
Total Expected Costs	\$50,000.00				

Cascade Health Alliance Community benefit initiatives Grant Budget

Proposed Budget for: Klamath Falls Pump Track

Organizations Name: Healthy Klamath

Proposed budget submission date: 08/06/2021

Contact Person (Name/Title/Office Phone/Cell Phone): [REDACTED]

Business Address: 2701 Foothills Blvd, Klamath Falls, OR 97601

Project Revenue	Requested Amount \$	Committed Amount \$	In-Kind Contribution	Sub-Total \$	Explanation
CHA	\$50,000.00	\$	\$	\$	SHARE Initiative Sponsorship Application
Total Expected Income for Project				\$ 50,000	

Project Expenses	Amount \$	Explanation
Supply of Asphalt	\$27,665.04	Asphalt = \$375,000 (27,665.04 of CHA funding to support, still seeking additional funds through grants)
Supply and installation of two, 90-degree wall rides	\$22,334.96	The project will be done in 3 phases. Phase one primarily focuses on the asphalt pump track. Phase one will begin as soon as funds become available.
Total Expected Costs	\$50,000.00	

Cascade Health Alliance Community benefit initiatives Grant Budget

Proposed Budget for: Project Homefront
Organizations Name: Klamath County Community Corrections

Proposed budget submission date: 08/20/2021

Contact Person (Name/Title/Office Phone/Cell Phone): [REDACTED]

Business Address: 3203 Vandenberg Ave, Klamath Falls, OR 97603

Project Revenue	Requested Amount \$	Committed Amount \$	In-Kind Contribution	Sub-Total \$	Explanation
CHA	\$75,000.00	\$	\$	\$	SHARE Initiative Sponsorship Application
Total Expected Income for Project				\$ 75,000	

Project Expenses	Amount \$	Explanation
Parking Lot Repairs	\$58,000.00	The parking lot at Project Homefront is in severe disrepair. This amount, quoted by Klamath County Public Works, will cover repairing the asphalt and adding ADA parking stalls.
Door Repairs	\$17,000.00	There are 29-unit exterior doors at Project Homefront with severe weather damage. This amount will allow Community Corrections to replace the doors and widen at least one doorway for ADA accommodations.
Total Expected Costs	\$75,000.00	

CASCADE HEALTH ALLIANCE SDOH GRANT PARTNER AGREEMENT

PROJECT HOMEFRONT

BETWEEN: Cascade Health Alliance
a duly licensed Oregon corporation **(“CHA”)**

AND: Klamath County Community Corrections **(“Grantee or Partner”)**

EFFECTIVE

DATE: As signed and dated below

GRANTEE/PARTNER: Klamath County Community Corrections

NAME OF GRANT PROJECT: PROJECT HOMEFRONT

GRANT PERIOD: The initial term of this grant period is for one year from the effective date.

The grant (the "Grant") described in this Agreement between Cascade Health Alliance, LLC ("CHA") and Grantee is awarded by CHA to Grantee/SDOH-E Partner subject to the following terms and conditions described herein, including any attachments, exhibits, budgets or scope of work incorporated by reference.

A. REQUIREMENTS

- a. This grant is made subject to the condition that the entire amount be expended for the purposes stated herein and substantially in the manner described in the materials you have provided to CHA, which are attached as Exhibit A and the terms of which are incorporated into this agreement. Grant funds shall not be used for or charged to grant development or management costs or other "overhead or administrative" charges unless explicitly approved by CHA.
- b. CHA approval must be obtained for any modification of the objectives, use of expenditures or the agreed time period of the project for which grant funds have been awarded.
- c. Budget(s) are attached hereto as Exhibit A
- d. CHA must be promptly notified about any of the following during the grant period:

- i. change in primary contact and key personnel of the project or organization.
 - ii. change in address or phone number.
 - iii. change in name of organization.
 - iv. change in sources of funding or the receipt of alternative funding from any other source; or
 - v. any development that significantly affects the operation of the project or the organization.
- e. The Grantee will provide CHA with the project report(s) and evaluation(s) described in this Agreement.
- f. Primary contact will be responsible for completing and submitting all reporting requirements as agreed upon by the parties.
- g. Aaron Hartmon is the primary contact for this grant.
- h. The Grantee will abide by all provisions of this Agreement and will keep adequate supporting records to document the expenditure of funds and the activities supported by these funds.
- i. Where the Grantee fails or becomes unable for any reason in the opinion of CHA to perform the specific project within the specified Grant Period, unless extended by the CHA; or if conditions arise that make the project untenable; or if Grantee materially breaches this Agreement, all grant funds that may be deemed unearned, unjustified or inappropriately expended must be returned to or withheld by CHA. CHA maintains the right to nullify the grant in such circumstances.
- j. In the event that this project is discontinued prior to the completion date, the Grantee must notify CHA immediately, relinquish the Grant, and return all unused funds.

B. SERVICE DOMAINS and POPULATIONS SERVED

- a. Service Domain
 - i. Pursuant to OAR 410-141-3735(3)(b) and OHA mandated, the Parties agree that spending priorities, be consistent with **CHA's** most recent Community Health Improvement Plan and dedicated to at least one of the following domains where **Grantee/Partner** provides services:
 - 1. Neighborhood and Built Environment.
 - 2. Economic Stability.
 - 3. Education; and
 - 4. Social and Community Health.
- b. Grantee's primary SDOH service domain category is Housing
- c. Populations served. Project Homefront is available to all CHA members and the community at large with a focus on those intersecting with our criminal justice system. Grantee works with vulnerable and historically under-served populations who may not have had reliable access to health care in the past. More specifically, Grantee's target population are typically those considered low-income community members who may not have had equitable health care access, but not to the exclusion of other community members.

C. PAYMENT and FUNDING

- a. The undersigned parties agree and understand that any and all funding is contingent upon full OHA approval of this project, upon said approval, funds shall be distributed as follows:

- i. CHA will release \$17,000 upon receipt of the signed SDOH Grant Partner Agreement and upon approval of OHA for this grant.
 - ii. The second installment of \$58,000 will be released upon our receipt and approval of your first quarterly grant report.
 - b. Grant payments are contingent upon:
 - i. The Grantee conducting the program or project to CHA's reasonable satisfaction within the time specified.
 - ii. For the specific purposes as outlined in this Agreement; and
 - iii. Upon the receipt and approval of all reports required under this Agreement.

D. UNEXPENDED FUNDS

- c. If the funds have not been completely expended at the end of the grant period, Grantee agrees to immediately notify CHA and provide a statement of the balance. CHA may request a plan for using the remaining funds. The Grantee should not return funds to CHA unless CHA requests that the Grantee do so. CHA will approve or disapprove Grantee's plan in writing. Unexpended funds must be returned to CHA pursuant to CHA's written instructions.

E. MEASURABLE OUTCOMES

- d. CHA and Grantee need certain data to properly evaluate the progress, success and the impact made by this grant. During the grant period Grantee will be required to submit to CHA specific reports which may include, but are not limited to, interim progress, financial, annual and/or a final report. Grantee shall submit the following reports to CHA:
 - i. Specific, Measurable, Achievable, Relevant and Time-based (SMART) objectives of this agreement include:
 - a) Replacement of the 29-unit exterior doors at Project Homefront with severe weather damage by April 1, 2022.
 - b) Widening of at least one doorway for ADA accommodations by April 1, 2022.
 - c) Repair of the asphalt of the parking lot by September 30, 2022.
 - d) Adding ADA parking stalls by September 30, 2022.
 - ii. The first technical and financial report is due on April 15, 2022. This report should reflect progress toward the development and completion of the budget items of the first disbursement namely the replacement of the 29-unit exterior doors and the widening of at least one doorway for ADA accommodations at Project Homefront with severe weather damage. This report should align with the goals and objectives of this project as described and set forth in in this Agreement and show progress along the proposed projects outcomes. This report should also be accompanied with all relevant supporting documents such as receipts, pictures, videos, and site visit reports etc.
 - iii. This second and final technical and financial report for this agreement is due October 1, 2022. This report should indicate the development and completion of the items, namely the Repair of the asphalt of the parking lot as well as adding ADA parking stalls. Similar to the first report, this report should reflect progress goals, objectives and outcomes of this project and as described and set forth in in this

Agreement. This report should also be accompanied with all relevant supporting documents such as receipts, pictures, videos, and site visit reports etc.

Being the Final Report, it shall contain a summary of the entire project report pertaining to CHA funding and detail all the expenditures of this grant funds.

- iv. Requested information. Grantee will promptly provide such additional information, reports, and documents as CHA may reasonably request. Grantee shall allow CHA and its representatives to have reasonable access during regular business hours to files, records, accounts, or personnel that are associated with the Grant, for the purposes of making financial reviews and verifications or to evaluate the program as may be deemed necessary or desirable by CHA.

F. TAX-EXEMPT STATUS

- a. Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as [a public charity under section 501(c)(3) of the Internal Revenue Code/ an organization or that it is a governmental unit described in Section 170(c)(1) of the Internal Revenue code/ as tax-exempt], and Grantee will inform CHA immediately of any change in, or the IRS's proposed or actual revocation (whether or not appealed) of, its tax status. The Grantee also warrants that this grant will not cause the organization to be classified as a private foundation under IRS section 509. In the event of loss of tax-exempt status under Federal laws, any unspent funds must be returned to CHA.

G. PUBLICITY

- a. Publicizing an Award.
 - i. Cascade Health Alliance encourages non-profit organizations to raise public awareness about their work. We encourage you to publicize your grant from CHA as long as you characterize the grant as it appears in your grant agreement. The name, logo and tag line of CHA are available by requesting same from the CHA program officer.
- b. Press Releases: Use of logo; Approval.
 - i. Please send a draft of your press release or other materials prior to release to your CHA program officer who will review it and forward it to CHA's Community and Public Relations Specialist for approval.
- c. How to Obtain CHA Logo.
 - i. To obtain the logo in an electronic version, please send a request and a description of how you intend to use the logo to your CHA program officer. He or she will review the request and forward the request to CHA's Community and Public Relations Specialist for approval. The logo is available in the following formats: (.eps, .jpg (color and B&W)). Each separate use of the logo must be separately approved.

H. LEGAL ETHICAL AND RESPONSIBLE CONDUCT.

- a. CHA expects all Grantees to always maintain the highest standards of behavior with priority on individual and community safety, obeying the law, managing finances with integrity, treating others with respect, accurately representing information, maintaining

honesty and respecting intellectual property rights and protecting youth and the vulnerable. Therefore, CHA requires, and this grant is conditional upon Grantee's compliance with all applicable laws, rules, regulations, and policies at all times.

I. LOBBYING AND POLITICAL ACTIVITY

- a. The Grant may be used only for Grantee's charitable and educational activities as described in this Agreement. While CHA understands that the Grantee may participate in the public policy process, consistent with its tax-exempt status, Grantee may not use any funds received from CHA under this Grant to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive.

J. CONFIDENTIALITY

- a. This agreement is personal and confidential between the parties, except as to a party's own legal counsel, financial advisor or where public approval is required. Except as required by law or at the written request of the OHA, the parties hereto shall not release information concerning this agreement to any person without the written consent of the other party.

K. COMPLIANCE WITH LAW AND ETHICAL STANDARDS

- a. In particular, and not to the exclusion of any other applicable law or regulation, **Grantee/Partner** and **CHA**, acknowledge that in the course of performing under this Agreement, they *may use or disclose* to each other or to outside parties certain confidential health information that may be subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder with respect to privacy and security of health information, and agree that each will comply with all applicable state and federal privacy laws. If an amendment to this Agreement is necessary for either party to both fulfill its duties hereunder and comply with HIPAA, the parties will amend this Agreement accordingly.

L. MUTUAL INDEMNIFICATION

- a. Each party shall defend indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

M. GENERAL PROVISIONS

- a. Monitoring and Auditing: CHA shall have the right to periodically monitor activities and ensure that monitoring obligations, and related reporting responsibilities comply with CHA's obligations to OHA. Including without limitation the auditing and monitoring obligations set forth in this Agreement.
- b. Where OHA or CHA determines that the **Grantee/Partner** have not performed satisfactorily, CHA reserves the right to revoke this contract or written agreement,

including without limitation, any delegation of activities or obligations as specified therein.

- c. Force Majeure: Neither party shall be liable nor deemed to be in default for any delay, interruption or failure in performance under this Agreement that results, directly or indirectly, from Acts of God, civil or military authority, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, riots, civil disturbances, strike or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement upon the occurrence of any such event.
- d. Authority: The parties represent and warrant that they are free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.
- e. Entire Agreement: The making, execution and delivery of this Agreement by the parties has not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement and all exhibits attached hereto embodies the entire understanding of the parties with respect to the Agreement's subject matter, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. This Agreement supersedes and terminates any previous oral or written agreements between the parties relating to this Agreement, and any such prior agreement is null and void. This Agreement may be amended or modified only by an instrument in writing signed by both parties to this Agreement.
- f. In the event suit or action is instituted to enforce any of the terms of this Contract, each party shall be responsible for its own attorney fees, costs and related expenses.
- g. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

N. **NOTICES:** All notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (a) by personal delivery (in which case such notice shall be deemed given on the date of delivery); (b) by next business day courier service (e.g., Federal Express, UPS or other similar service) (in which case such notice shall be deemed given on the first business day following the date of deposit with the courier service); or (c) by United States mail, first class postage prepaid (in which case such notice shall be deemed given on the third (3rd) day following the date of deposit with the United States Postal Service), and properly addressed as follows:

If to **Grantee/Partner:** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

If to **CHA:** Cascade Health Alliance

Attn: Tayo Akins, CEO & President

Klamath Falls, OR 97601

The parties agree that if any term or provision of this Agreement is declared by court of competent jurisdiction to be invalid, void or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.


(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below.

[Redacted]

Cascade Health Alliance, LLC

DocuSigned by:
[Redacted]
2A9375B020DD42D...

DocuSigned by:
By:  _____
68120D441789405...

Name: [Redacted] _____

Name: Tayo Akins

Title: [Redacted] _____

Title: CEO

Date: 9/24/2021

Date: 9/29/2021

**Attachment A
Project Budget**

Cascade Health Alliance Community benefit initiatives Grant Budget

Proposed Budget for: Project Homefront

**Organizations Name: Klamath County
Community Corrections**

**Proposed budget submission date:
08/20/2021**

Contact Person (Name/Title/Office Phone/Cell Phone): [REDACTED]

Business Address: 3203 Vandenberg Ave, Klamath Falls, OR 97603

Project Revenue	Requested Amount \$	Committed Amount \$	In-Kind Contribution	Sub-Total \$	Explanation
CHA	\$75,000.00	\$	\$	\$	SHARE Initiative Sponsorship Application
Total Expected Income for Project				\$ 75,000	
Project Expenses	Amount \$	Explanation			
Parking Lot Repairs	58,000.00	The parking lot at Project Homefront is in severe disrepair. This amount, quoted by Klamath County Public Works, will cover repairing the asphalt and adding ADA parking stalls.			
Door Repairs	17,000.00	There are 29-unit exterior doors at Project Homefront with severe weather damage. This amount will allow Community Corrections to replace the doors and widen at least one doorway for ADA accommodations.			
Total Expected Costs	\$75,000.00				

EXHIBIT Error! Reference source not found.

Required OHP Contract Provisions

Cascade Comprehensive Care, Inc. (“Contractor”) has entered into a Health Plan Services Contract, Coordinated Care Organization Contract with the State of Oregon, acting by and through its Oregon Health Authority (“OHA”), Division of Medical Assistance Programs (“DMAP”) and Addictions and Mental Health Division (“AMH”) to provide and pay for Coordinated Care Services (the “OHP Contract”). The OHP Contract requires that the provisions in this Exhibit be included in any subcontracts and contracts with Participating Providers. Contractor has entered into Services Agreement with Provider (the “Agreement”) to arrange for Provider to be a Participating Provider for Cascade Health Alliance, LLC (CHA). This Exhibit is incorporated by reference into and made part of the Agreement with respect to goods and services rendered under the Agreement by Provider (the “Subcontractor”) to enrollees of Contractor who are enrolled in the Oregon Health Plan Medicaid managed care program (“Members”). In the event of a conflict or inconsistency between any term or condition in the Agreement relating to goods and services rendered to Members who are enrolled in the Oregon Health Plan Medicaid managed care program and this Exhibit, this Exhibit shall control.

Subcontractor shall comply and cause all Provider Professionals to comply with the provisions in this Exhibit to the extent that they are applicable to the goods and services provided by Subcontractor under the Agreement (“Services”); provided, however, that the Agreement shall not terminate or limit Contractor’s legal responsibilities to OHA for the timely and effective performance of Contractor’s duties and responsibilities under the OHP Contract. Capitalized terms used in this Exhibit, but not otherwise defined in this Exhibit or the Agreement shall have the same meaning as those terms in the OHP Contract, including definitions incorporated therein by reference.

1. **OHA.** To the extent any provision in the OHP Contract applies to Contractor with respect to the Services Contractor is providing to OHA through the Agreement, that provision shall be incorporated by reference into the Agreement and shall apply equally to Subcontractor. OHA will receive the benefit of Subcontractor’s performance as if the Subcontractor were the Contractor with respect to the OHP Contract, Exhibit D, Sections 1, 2, 3, 4, 13, 14, 17, 18 and 22.
2. **Termination for Cause.** In addition to pursuing any other remedies allowed at law or in equity or by the Agreement, the Agreement may be terminated by Contractor, or Contractor may impose other sanctions against Subcontractor, if the Subcontractor’s performance is inadequate to meet the requirements of the OHP Contract.
3. **Monitoring.**
 - 3.1. *By Contractor.* Contractor will monitor the Subcontractor’s performance on an ongoing basis and perform at least once a year a formal review of compliance with delegated responsibilities and Subcontractor’s performance, deficiencies or areas for improvement, in accordance with 42 CFR 438.230. Upon identification of deficiencies or areas for improvement, Subcontractor shall take the Corrective Action identified by Contractor. Contractor shall oversee and be held accountable for any functions or responsibilities it delegates to Subcontractor.

3.2. *By OHA.* Subcontractor agrees that OHA is authorized to monitor compliance with the requirements in the Statement of Work under the OHP Contract and that methods of monitoring compliance may include review of documents submitted by Subcontractor, OHP Contract performance review, Grievances, on-site review of documentation or any other source of relevant information.

4. **Federal Medicaid Managed Care.** Subcontractor shall comply with the requirements of 42 CFR §438.6 that are applicable to the Services required under the Agreement.

5. **Hold Harmless.** Subcontractor shall not hold OHA nor a Member receiving services liable for any costs or charges related to Contractor-authorized Covered Services rendered to a Member whether in an emergency or otherwise. Furthermore, Subcontractor shall not hold a Member liable for any payments for any of the following: (a) Contractor's or Subcontractor's debt due to Contractor's or Subcontractor's insolvency; (b) Covered Services authorized or required to be provided under the OHP Contract and the Agreement to a Member, for which (i) OHA does not pay Contractor; or (ii) Contractor does not pay Subcontractor under a contractual, referral, or other arrangement; and (c) Covered Services furnished pursuant to the Agreement, or a contractual, referral or other arrangement, to the extent that those payments are in excess of the amount that the Member would owe if Contractor provided the services directly. In no event shall Subcontractor bill Members for Covered Services in any amount greater than would be owed if Contractor provided the services directly, consistent with 42 CFR 438.106 and 42 CFR 438.230. Subcontractor may not initiate or maintain a civil action against a Member to collect any amounts owed by the Contractor for which the Member is not liable to the Subcontractor under the Agreement. Nothing in this paragraph 5 shall impair the right of the Subcontractor to charge, collect from, attempt to collect from or maintain a civil action against a Member for any of the following: (a) deductible, copayment, or coinsurance amounts, (b) health services not covered by the Contractor or the OHP Contract, and (c) health services rendered after the termination of the Agreement, unless the health services were rendered during the confinement in an inpatient facility and the confinement began prior to the date of termination of the Agreement or unless the Subcontractor has assumed post-termination treatment obligations under the Agreement.

6. **Continuation.** Subcontractor shall continue to provide Covered Services during periods of Contractor insolvency or cessation of operations through the period for which CCO Payments were made to Contractor.

7. **Billing and Payment.** Subcontractor shall not bill Members for services that are not covered under the OHP Contract unless there is a full written disclosure or waiver (also referred to as agreement to pay) on file signed by the Member, in advance of the service being provided, in accordance with OAR 410-120-1280.

8. **Reports.** Subcontractor shall provide timely access to records and facilities and cooperate with OHA in collection of information through consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with the OHP Contract, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes.

9. **Quality Improvement.** In conformance with 42 CFR 438 Subpart E, Subcontractor shall cooperate with OHA by providing access to records and facilities for the purpose of an annual, external, independent professional review of the quality outcomes and timeliness of, and access to, Services provided under the OHP Contract.

10. **Access to Records.** Subcontractor shall maintain all financial records relating to the OHP Contract in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Subcontractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subcontractor, whether in paper, electronic or other form, that are pertinent to the OHP Contract (the "Records") in such a manner as to clearly document Subcontractor's performance. Subcontractor shall provide timely and reasonable access to Records to: (a) OHA; (b) the Secretary of State's Office; (c) DHHS; (d) the Comptroller General of the United States; (e) the Oregon Department of Justice Medicaid Fraud Control Unit; and (g) all their duly authorized representatives, to perform examinations and audits, make excerpts and transcripts, and evaluate the quality, appropriateness and timeliness of services performed. Subcontractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilities for such a review or audit. Subcontractor shall retain and keep accessible all Records for the longer of: (a) for non-clinical records, six years following final payment and termination of the OHP Contract; (b) for Clinical Records, seven years following the Date of Service; (c) the period as may be required by applicable law, including the records retention schedules set forth in OAR Chapters 410 and 166; (d) the retention period specific by the OHP Contract for certain kinds of records; or (e) until the conclusion of any audit, controversy or litigation arising out of or related to the OHP Contract. The rights of access in this paragraph 10 are not limited to the required retention period, but shall last as long as the Records are retained.

11. **Clinical Records and Confidentiality of Member Records.** Subcontractor shall comply with Contractor's policies and procedures that ensure maintenance of a record keeping system that includes maintaining the security of records as required by the Health Insurance Portability and Accountability Act, 42 USC 1320d et. seq., and the federal regulations implementing the Act ("HIPAA"), and complete Clinical Records that document the Coordinated Care Services received by the Members. Contractor shall regularly monitor Subcontractor's compliance with these policies and procedures and Subcontractor shall be subject to and comply with any Corrective Action taken by Contractor that is necessary to ensure Subcontractor compliance.

12. **Reporting of Abuse.** Subcontractor shall comply with all patient abuse reporting requirements and fully cooperate with the State for purposes of ORS 124.060 et.seq. ORS 419B.010 et.seq., ORS 430.735 et.seq., ORS 433.705 et.seq., ORS 441.630 et.seq., and all applicable Administrative Rules. In addition, Subcontractor shall comply with all protective services, investigation and reporting requirements described in OAR 943-045-0250 through 943-045-0370, ORS 430.735 through 430.765, ORS 124.005 to 124.040 and ORS 441.650 to 441.680. The requirements in this Section 12 include all patients observed in an office setting.

13. **Fraud and Abuse.** Subcontractor shall comply with Contractor's Fraud and Abuse policies to prevent and detect Fraud and Abuse activities as such activities relate to the Oregon Health Plan ("OHP"), and shall promptly refer all suspected cases of Fraud and Abuse to the Contractor and the

Medicaid Fraud Control Unit (“MFCU”) and OHA/DHS Provider Audit Unit (“PAU”). Subcontractor shall permit the MFCU or OHA/DHS PAU or both to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of Subcontractor, as required to investigate an incident of Fraud and Abuse. Subcontractor shall cooperate with the MFCU and OHA/DHS PAU investigator during any investigation of Fraud and Abuse. Subcontractor shall provide copies of reports or other documentation regarding any suspected Fraud at no cost to MFCU or OHA/DHS PAU during an investigation.

14. **Certification.** Subcontractor certifies that all claims data submissions by the Subcontractor, either directly or through a third party submitter, is and will be accurate, truthful and complete in accordance with OAR 410-141-3320 and OAR 410-120-1280. Subcontractor shall submit Valid Claims for services including all the fields and information needed to allow the claim to be processed without further information from Subcontractor, and, unless an alternative payment schedule has been mutually agreed upon, within time frames that assure all corrections have been made within four months of the Date of Service.

15. **Mental Health Services and Substance Use Disorder Services.**

15.1. *Client Process Monitoring System Data.* If Subcontractor provides Mental Health Services and/or substance use disorder services, Subcontractor shall provide to OHA within 30 days of Member admission or discharge all the information required by OHA’s Measures and Outcomes Tracking System (MOTS) or OHA’s most current data system.

15.2. *Community Services.* If Subcontractor provides substance use disorder services, Subcontractor shall provide to Members, to the extent of available community resources and as clinically indicated, 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.

15.3. *Training.* Where Subcontractor provides substance use disorder services and evaluates Members for access to and length of stay in substance use disorder services, Subcontractor represents and warrants that it has the training and background in substance use disorder services and working knowledge of American Society of Addiction Medicine Patient Placement Criteria for the Treatment of Substance-Related Disorders, Second Edition-Revised (PPC-2R).

15.4 *Wraparound Services.* To the extent Subcontractor is a Day Treatment, PRTS, SAIP or SCIP provider, Subcontractor shall comply with relevant requirements for wraparound services, including without limitation, having an understanding of Wraparound values and principles and the provider’s role within the child and family team, and collaborating and participating in the Wraparound process.

16. **State Provisions.** Subcontractor shall comply with all State and local laws, rules, regulations, executive orders, ordinances, reporting tools/templates and all amendments thereto, that are in effect on the effective date of this Agreement or come into effect during the term of the Agreement, applicable to the OHP Contract or to the performance of Services under the Agreement, including but

not limited to the following: (a) ORS Chapter 659A.142; (b) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations; (c) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (d) all other OHA Rules in OAR Chapter 410; (e) rules in OAR Chapter 309, Divisions 012, 014, 015, 018, 019, 022, 032 and 040, pertaining to the provision of mental health services; (f) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (g) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737. These laws, rules, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the Services and required by law to be so incorporated. Subcontractor shall comply with the applicable provisions of ORS 279B.220, ORS 279B.225, 279B.230, 279B.235 and 279B.270. Subcontractor shall, to the maximum extent economically feasible in the performance of the Agreement pertinent to the OHP Contact, 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 products" is defined in ORS 279A.010(1)(ii)).

17. **Americans with Disabilities Act.** In compliance with the Americans with Disabilities Act, any written material that is generated and provided by Subcontractor under the Agreement to Members, including Medicaid-Eligible Individuals, shall, at the request of such individuals, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. Subcontractor shall not be reimbursed for costs incurred in complying with this provision. Subcontractor shall cause all subcontractors under this Agreement to comply with the requirements of this provision.

18. **Information/Privacy/Security/Access.** If the items or services provided under the Agreement permits Subcontractor 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 Contractor access to such OHA Information Assets or Network and Information Systems, Subcontractor shall comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "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.

19. **Governing Law, Consent to Jurisdiction.** The Agreement shall 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, the "claim") between the OHA (or any other agency or department of the State of Oregon) and Subcontractor that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court of the District of Oregon. In no event shall this paragraph 19 be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. **SUBCONTRACTOR, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

20. **Independent Contractor.**

20.1. *Not an Employee of the State.* Subcontractor represents and warrants that it is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

20.2. *Current Work for State or Federal Government.* If Subcontractor is currently performing work for the State of Oregon or the federal government, Subcontractor by signature to the Agreement represents and warrants that Subcontractor's Services to be performed under the Agreement creates 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 Subcontractor currently performs work would prohibit Subcontractor's Services under the Agreement or the OHP Contract. If compensation under the Agreement is to be charged against federal funds, Subcontractor certifies that it is not currently employed by the federal government.

20.3. *Taxes.* Subcontractor is responsible for all federal and State of Oregon taxes applicable to compensation paid to Subcontractor under the Agreement, and unless Subcontractor is subject to backup withholding, OHA and Contractor will not withhold from such compensation any amount to cover Subcontractor's federal or State tax obligations. Subcontractor shall not be eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Subcontractor under the Agreement, except as a self-employed individual.

20.4. *Control.* Subcontractor shall perform all Services as an independent contractor. Subcontractor understands that Contractor reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of Services; however, Contractor may not and will not control the means or manner of Subcontractor's performance. Subcontractor is responsible for determining the appropriate means and manner of performing the Services.

21. **Representations and Warranties.** Subcontractor represents and warrants to Contractor that: (a) Subcontractor has the power and authority to enter into and perform the Agreement; (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Subcontractor enforceable in accordance with its terms, (c) Subcontractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subcontractor will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in Subcontractor's industry, trade or profession; and (d) Subcontractor shall, at all times during the term of the Agreement, be qualified, professionally competent, and duly licensed to perform the Services. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

22. **Assignment, Successor in Interest.** Subcontractor shall not assign or transfer its interest in the Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other matter, without prior written consent of Contractor. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Contractor and OHA may deem necessary, including but not limited to Exhibit B, Part 8 and Exhibit D of the OHP Contract. No approval by Contractor of any assignment or transfer of interest shall be deemed to create any obligation of Contractor in addition to those set forth in the Agreement. The provisions of the Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

23. **Subcontracts.** Where Subcontractor is permitted to subcontract certain functions of the Agreement, Subcontractor shall notify Contractor, in writing, of any subcontract(s) for any of the Services other than information submitted pursuant to Exhibit G of the OHP Contract. In addition, Subcontractor shall ensure that any subcontracts are in writing and include all the requirements set forth in this Exhibit that are applicable to the service or activity delegated under the subcontract. The Agreement does not delegate or subcontract, and shall not be construed as delegating or subcontracting, the oversight and monitoring of Quality Improvement activities or Adjudication of final Appeals in a Member Grievance and Appeal process.

24. **Severability.** If any term or provision of the OHP Contract, the Agreement or this Exhibit 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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the OHP Contract, the Agreement or this Exhibit did not contain the particular term or provision held to be unlawful.

25. **Limitations of Liabilities.** Subcontractor agrees that OHA and Contractor shall not be held liable for any of Subcontractor's debts or liabilities in the event of insolvency.

26. **Compliance with Federal Laws.** Subcontractor shall comply with federal laws as set forth or incorporated, or both, in the OHP Contract and all other federal laws applicable to Subcontractor's performance relating to the OHP Contract or the Agreement. For purposes of the OHP Contract and the Agreement, all references to federal laws are references to federal laws as they may be adopted, amended or repealed from time to time. In addition, unless exempt under 45 CFR Part 87 for Faith-Based Organizations, or other federal provisions, Subcontractor shall comply with the following federal requirements to the extent that they are applicable to the OHP Contract and the Agreement:

26.1. *Federal Provisions.* Subcontractor shall comply with all federal laws, regulations, and executive orders applicable to the OHP Contract or to the delivery of Services under the Agreement. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the OHP Contract and the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, and Title IX of the Education Amendments of 1972 (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) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) the Mental Health Parity and Addiction Equity Act of 2008, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws, and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (k) all federal laws governing operation of community mental health programs, including without limitation, 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 the OHP Contract and the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.

26.2. *Equal Employment Opportunity.* If the OHP Contract, including amendments, is for more than \$10,000, then Subcontractor shall 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).

26.3. *Clean Air, Clean Water, EPA Regulations.* If the amount of compensation under the Agreement, including amendments, exceeds or is likely to exceed \$100,000 then Subcontractor shall 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 to OHA, the U.S. Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Subcontractor shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this subparagraph.

26.4. *Energy Efficiency.* Subcontractor shall 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).

26.5. *Truth in Lobbying.* Subcontractor certifies, to the best of the Subcontractor’s knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, 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, the Subcontractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

c. Subcontractor shall require that the language of this certification 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 requirements of this Subsection 26.5 are material. The certification described above is a prerequisite for making or entering into the Agreement imposed by Section 1352, Title 31, USC. Subcontractor recognizes that any person who violates those provisions shall be subject to the imposition of 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 Subcontractor under the Agreement shall be used other than for normal and recognized executive legislative relationships; for publicity or propaganda purposes; or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio or television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature, 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.

f. No part of any federal funds paid to Subcontractor under the Agreement 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 Subsections (e) and (f) 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 Subcontractor under the Agreement 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.

26.6. *HIPAA Compliance.* Subcontractor acknowledges and agrees that Contractor is a “covered entity” for purpose of the privacy and security provisions of HIPAA. Accordingly, Subcontractor shall comply with HIPAA and the following:

a. Individually Identifiable Health Information (“IIHI”) about specific individuals is protected from unauthorized use or disclosure consistent with the requirement of HIPAA. IIHI relating to specific individuals may be exchanged between Subcontractor and Contractor and between Subcontractor and OHA for purposes directly related to the provision of services to Members which are funded in whole or in part under the OHP Contract. However, Subcontractor shall not use or disclose

any IIHI about specific individuals in a manner that would violate (i) the HIPAA Privacy Rules in 45 CFR Parts 160 and 164; (ii) the OHA Privacy Rules, OAR 407-014-0000 et.seq., or (iii) the 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://apps.state.or.us/cf/FORMS/>, Form number ME2090 Notice of Privacy Practices, or may be obtained from OHA.

b. Subcontractor shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rule in 45 CFR Part 164 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 State and federal laws and the terms and conditions of the OHP Contract and the Agreement. Security incidents involving Member Information must be immediately reported to the Contractor's privacy officer and to the Oregon Department of Human Services' ("DHS") Privacy Officer.

c. Subcontractor shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS Electronic Data Transmission ("EDT") Rules, Chapter 401 OAR Division 120. If Contractor intends to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or enrollment information, authorizations or other electronic transactions, Subcontractor shall execute an EDT Trading Partner Agreement with OHA and comply with OHA EDT Rules.

d. If Subcontractor reasonably believes that the Subcontractor's, 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, Subcontractor shall promptly consult Contractor or the OHA HIPAA officer. Subcontractor or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

26.7. *Resource Conservation and Recovery.* Subcontractor shall comply and cause all its 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.

26.8. *Audits.* Subcontractor shall comply with applicable audit requirements and responsibilities set forth in the OHP Contract, this Agreement and applicable state or federal law.

26.9. *Debarment and Suspension.* In accordance with 42 CFR 438.808(b), Subcontractor represents and warrants that it is not excluded by the U.S. Department of Health and Human Services Office of the Inspector General or 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." Subcontractor further represents and warrants the following:

26.9.1 Subcontractor is not controlled by a sanctioned individual;

26.9.2 Subcontractor does not have a contractual relationship 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;

26.9.3 Subcontractor does not employ or contract, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with any of the following:

26.9.3.1 Any individual or entity excluded from participation in federal health care programs, or

26.9.3.2 Any entity that would provide those services through an excluded individual or entity.

26.9.4. Subcontractor shall immediately notify Contractor of any change in circumstance related to the representations and warranties contained in this Section.

26.10. *Drug-Free Workplace.* Subcontractor shall comply and cause all its subcontractors to comply with the following provisions to maintain a drug-free workplace:

a. Subcontractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Subcontractor's workplace or while providing services to Members. Subcontractor's notice shall specify the actions that will be taken by Subcontractor against its employees for violation of such prohibitions;

b. Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, Subcontractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;

c. Provide each employee to be engaged in the performance of services under the Agreement a copy of the statement mentioned in subparagraph 26.10.a above;

d. Notify each employee in the statement required by subparagraph 26.10.a that, as a condition of employment to provide services under the OHP Contract the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

e. Notify OHA and Contractor within ten days after receiving notice under subparagraph 26.10.d from an employee or otherwise receiving actual notice of such conviction;

f. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;

g. Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs 26.10.a through 26.10.f;

h. Require any subcontractor to comply with subparagraphs 26.10.a through 26.10.g;

i. Neither Subcontractor, nor any of Subcontractor's employees, officers, agents or subcontractors may provide any service required under the Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Subcontractor or Subcontractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Subcontractor or Subcontractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to Members or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities;

j. Violation of any provision of this subparagraph 26.10 may result in termination of the Agreement and the OHP Contract.

26.11. *Pro-Children Act.* Subcontractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

26.12. *Clinical Laboratory Improvements.* Subcontractor and any laboratories used by Subcontractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438, which require that all laboratory testing sites providing services under the OHP Contract shall have either a Clinical Laboratory Improvement Amendments ("CLIA") certificate of waiver or a certificate of registration along with a CLIA identification number. Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of the waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

26.13. *OASIS.* To the extent applicable, Subcontractor shall comply with the Outcome and Assessment Information Set ("OASIS") reporting requirements and patient notice requirements for skilled services provided by Home Health Agencies, pursuant to the CMS requirements published in 42 CFR 484.20, and such subsequent regulations as CMS may issue in relation to the OASIS program.

26.14. *Patient Rights Condition of Participation.* To the extent applicable, Subcontractor shall comply, and shall require any 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 Exhibit, hospitals include short-term, psychiatric, rehabilitation, long-term, and children's hospitals.

26.15. *Federal Grant Requirements.* Subcontractor shall not expend any of the funds paid under the Agreement for roads, bridges, stadiums, or any other item or service not covered under the Oregon Health Plan. To the extent applicable to Subcontractor or to the extent required by OHA, Subcontractor must 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).

26.16. *Title II of the Americans with Disabilities Act.* Subcontractor shall comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

26.17 *Additional Medicaid and CHIP.* Subcontractor shall comply with all applicable federal and State laws and regulations 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

26.18 *Home Health Care Services.* Contractor and Subcontractor are prohibited from paying for an item or service (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital) for home health care services provided by an agency or organization, unless the agency provides the state with a surety bond as specified in Section 1861(o)(7) of the Social Security Act.

27. **Marketing to Potential Members.** To the extent applicable, Subcontractor shall comply, and ensure its subcontractors and agents comply, with the marketing requirements in Exhibit B-Part 3 to the OHP Contract. Without limiting the foregoing, Subcontractor shall: (a) ensure that, before enrolling, the

Potential Member receives the accurate oral and written information the Potential Member needs to make an informed decision on whether to enroll with Contractor; (b) not distribute any Marketing Materials without first obtaining OHA approval; (c) distribute the Marketing Materials to its entire Service Area as indicated in the Contract; (d) not seek to compel or entice Enrollment in conjunction with the sale of or offering of any private insurance; (e) not seek to initiate contact nor Market independently to potential Clients, directly or through any agent or independent contractor, in an attempt to influence an OHP Client's Enrollment with Contractor, without the express written consent of OHA; (f) not conduct, directly, door-to-door, telephonic, mail, electronic, or other Cold Call Marketing practices to entice a Client to enroll with Contractor, or to not enroll with another OHP contractor. Furthermore, Subcontractor understands that OHA must approve, prior to distribution, any written communication by Subcontractor that (a) is intended solely for Members, and (b) pertains to provider requirements for obtaining coordinated care services, care at service site or benefits. Notwithstanding anything to the contrary in this paragraph 27, Subcontractor may post a sign listing all OHP Coordinated Care Organizations to which Subcontractor belongs and display Coordinated Care Organization-sponsored health promotional materials. Subcontractor's communications that express participation in or support for Contractor shall not constitute an attempt to compel or entice a Potential Member's enrollment. Subcontractor shall comply with OHA Materials Submission and Approval Form. Subcontractor understands that OHA will develop guidelines through a transparent public process, and that the guidelines will include, but are not limited to: (1) a list of communication or Outreach Materials subject to review by OHA; (2) a clear explanation of OHA's process for review and approval of Marketing Materials; (3) a process for appeals of OHA's edits or denials; (4) a Marketing Materials submission form to ensure compliance with PHP Marketing rules; and (5) an update of plan availability information submitted to the OHA on a monthly basis for review and posting.

28. **Workers' Compensation Coverage.** If Subcontractor employs subject workers, as defined in ORS 656.027, then Subcontractor shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirements for an exemption under ORS 656.126(2). If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

29. **Third Party Resources.**

29.1. *Provision of Covered Services.* Subcontractor may not refuse to provide Covered Services to a Member because of a Third Party Resource's potential liability for payment for the Covered Services.

29.2. *Reimbursement.* Subcontractor understands that where Medicare and Contractor have paid for services, and the amount available from the Third Party Liability is not sufficient to satisfy the Claims of both programs to reimbursement, the Third Party Liability must reimburse Medicare the full amount of its Claim before any other entity, including Subcontractor, may be paid. In addition, if a Third Party has reimbursed Subcontractor, or if a Member, after receiving payment from a Third Party Liability, has reimbursed Subcontractor, the Subcontractor shall reimburse Medicare up to the full amount the Subcontractor received, if Medicare is unable to recover its payment from the remainder of the Third Party Liability payment.

29.3. *Confidentiality.* When engaging in Third Party Resource recovery actions, Subcontractor shall comply with federal and State confidentiality requirements, described in Exhibit B, Part 8 and Exhibit E of the OHP Contract.

29.4. *No Compensation.* Except as permitted by the OHP Contract including Third Party Resources recovery, Subcontractor may not be compensated for Services performed under the OHP Contract from any other department of the State, nor from any other source including the federal government.

29.5. *Third Party Liability.* Subcontractor shall maintain records of Subcontractor's actions related to Third Party Liability recovery, and make those records available for Contractor and OHA review.

29.6. *Right of Recovery.* Subcontractor shall comply with 42 USC 1395y(b), 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 Subcontractor.

29.7. *Disenrolled Members.* If OHA retroactively disenrolls a Member at the time the Member acquired Third Party Liability insurance, pursuant to OAR 410-141-3080(2)(b)(D) or 410-141-3080(3)(a)(A), Subcontractor may not seek to collect from a Member (or any financially responsible Member Representative) or any Third Party Liability, any amounts paid for any Covered Services provided on or after the date of Disenrollment.

29.8 Subcontractor shall cooperate with Contractor in the implementation of policies and procedures to identify and obtain payment from third parties.

30. **Preventive Care.** Where Subcontractor provides Preventive Care Services, all Preventive Care Services provided by Subcontractor to Members shall be reported to Contractor and shall be subject to Contractor's Medical Case Management, Dental Case Management and Record Keeping responsibilities.

31. **Accessibility.**

31.1. *Timely Access, Hours.* Subcontractor shall meet OHP standards for timely access to care and services, taking into account the urgency of the need for services as specified in OAR 410-141-3220. This requirement includes that Subcontractor offer hours of operation that are not less than the hours of operation offered to Contractor's commercial members (as applicable) and non-Members as provided in OAR 410-141-3220.

31.2. *Special Needs.* Subcontractor and Subcontractor's facilities shall meet the special needs of Members who require accommodations because of a disability or limited English proficiency.

32. **Member Rights.**

32.1. *Treating Members with Respect and Equality.* If Subcontractor is a Participating Provider, Subcontractor shall treat each Member with respect and with due consideration for his or her

dignity and privacy. In addition, Subcontractor shall treat each Member the same as other patients who receive services equivalent to Covered Services.

32.2. *Information on Treatment Options.* If Subcontractor is a Participating Provider, Subcontractor shall ensure that each Member receives information on available treatment options and alternatives in a manner appropriate to the Member's condition, preferred language and ability to understand.

32.3. *Participation Decisions.* If Subcontractor is a Participating Provider, Subcontractor shall allow each Member to participate in decisions regarding his or her healthcare, including the right to accept or refuse medical, surgical, Substance Use Disorders or mental health treatment and the right to execute directives and powers of attorney for health care established under ORS 127.505 to 127.660 and the OBRA 1990 -- Patient Self-Determination Act.

32.4. *Copy of Medical Records.* Subcontractor shall ensure that each Member is allowed to request and receive a copy of his or her medical records and request that they be amended or corrected as specified in 45 CFR 164.524 and 164.526.

32.5. *Exercise of Rights.* Subcontractor shall ensure that each Member is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the Subcontractor, its staff, its subcontractors, its Participating Providers, or OHA treat the Member.

33. **Grievance System.** Subcontractor shall cooperate with DHS's Governor's Advocacy Office, the OHA Ombudsman and hearing representatives in all of the OHA's activities related to Members' grievances, appeals and hearings including providing all requested written materials.

34. **Authorization of Service.** Subcontractor shall follow Contractor's procedures for the initial and continuing authorizations for services as defined in OAR 410-141-0000, which requires that any decision to deny a service authorization request or to authorize a service in an amount, duration or scope that is less than requested, be made by a Health Care Professional who has appropriate clinical expertise in treating the Member's health or mental health condition or disease in accordance with 42 CFR 438.210. In addition, Subcontractor must obtain authorization for Covered Services from Contractor, except to the extent prior authorization is not required or is prohibited in OAR 410 Chapter 141 or elsewhere in the OHP Contract Statement of Work.

34.1 Subcontractor shall comply with Contractor's policies and procedures to coordinate and preauthorize Dental Services that must be performed in an outpatient Hospital or ASC due to the age, disability, or medical condition of the Member.

35. **Non-Discrimination.** Subcontractor shall not discriminate between Members and non-OHP persons as it relates to benefits and services to which they are both entitled.

36. **Record Keeping System.** If Subcontractor is a Participating Provider, Subcontractor shall, based on written policies and procedures, develop and maintain a record keeping system that: (a) includes sufficient detail and clarity to permit internal and external review to validate encounter submissions and to assure Dentally Appropriate services are provided consistent with the documented needs of the

Member; (b) conforms to accepted professional practice; and (c) allows the Subcontractor to ensure that data submitted to Contractor is accurate and complete by: (i) verifying the accuracy and timeliness of reported data; (ii) screening the data for completeness, logic, and consistency; and (iii) collecting service information in standardized formats to the extent feasible and appropriate.

36.1 Subcontractor shall provide data used for analysis of delivery system capacity, consumer satisfaction, financial solvency, encounters, utilization, quality improvement, and other reporting requirements under the Agreement to Contractor sufficiently in advance to allow Contractor to reasonably meet its reporting obligations under the OHP Contract.

37. **Enrollment; Unique Provider Identification Number.** Subcontractor shall require each of its Physicians and other qualified providers, if any, to enroll with OHA and have a unique provider identification number that complies with 42 USC 1320d-2(b).

38. **Accreditation.** If Subcontractor is a Participating Provider and provides programs or facilities that are not required to be licensed or certified by a State of Oregon board or licensing agency, then such programs or facilities operated by Subcontractor shall be accredited by nationally recognized organizations recognized by OHA for the services provided or The Joint Commission where such accreditation is required by OHA rule to provide the specific service or program.

39. **Advocacy.** Except as provided in the OHP Contract, Contractor shall not prohibit or otherwise limit or restrict Subcontractor's Health Care Professionals acting within the lawful scope of practice, from advising or advocating on behalf of a Member, who is a patient of the professional, for the following: (a) for the Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered, that is Dentally Appropriate even if such care or treatment is not covered under the OHP Contract or is subject to Co-Payment; (b) any information the Member needs in order to decide among relevant treatment options; (c) the risks, benefits, and consequences of treatment or non-treatment; and (d) the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

40. **Health Information Technology.** Subcontractor shall comply with Contractor's policies and procedures relating to electronic health information exchange to support the exchange of patient health information among Participating Providers.

41. **No Actions.** To the extent Subcontractor is a Participating Provider, Subcontractor represents and warrants that neither the state nor federal government has brought any past or pending investigations, legal actions, administrative actions, or matters subject to arbitration involving the Subcontractor, including key management or executive staff, over the past three years on matters relating to payments from governmental entities, both federal and state, for healthcare or prescription drug services.

42. **Notice of Termination.** Subcontractor acknowledges and agrees that Contractor will provide written notice of the termination of Subcontractor's agreement with Contractor to provide Covered

Services to Members, within 15 calendar days of such termination, to each Member who received his or her primary care from, or was seen on a regular basis by, the Subcontractor.

43. **Subrogation.** Subcontractor agrees to subrogate to OHA any and all claims the Contractor or Subcontractor has or may have against manufacturers, wholesale or retail suppliers, sales representatives, testing laboratories, or other providers or subcontractors in the design, manufacture, marketing, pricing or quality of drugs, pharmaceuticals, medical supplies, medical devices, durable medical equipment or other products.

44. **Stop-Loss Documentation and Protection.** As required by Exhibit H of the OHP Contract, if Subcontractor participates in a Practitioner Incentive Plan under the Agreement that places Subcontractor at Substantial Financial Risk, Subcontractor shall maintain PIP Stop-Loss Protection. Subcontractor shall submit stop-loss documentation to Contractor in accordance with Contractor's policies and procedures.

CASCADE HEALTH ALLIANCE SDOH GRANT PARTNER AGREEMENT

PROJECT PUMP TRACK

BETWEEN: Cascade Health Alliance
a duly licensed Oregon corporation **(“CHA”)**

AND: Healthy Klamath **(“Grantee or Partner”)**

EFFECTIVE

DATE: As signed and dated below

GRANTEE/PARTNER: Healthy Klamath Pump Project

NAME OF GRANT PROJECT: PROJECT PUMP TRACK

GRANT PERIOD: The initial term of this grant period is for one year from the effective date.

The grant (the "Grant") described in this Agreement between Cascade Health Alliance, LLC ("CHA") and Grantee is awarded by CHA to Grantee/SDOH-E Partner subject to the following terms and conditions described herein, including any attachments, exhibits, budgets or scope of work incorporated by reference.

A. REQUIREMENTS

- a. This grant is made subject to the condition that the entire amount be expended for the purposes stated herein and substantially in the manner described in the materials you have provided to CHA, which are attached as Exhibit A and the terms of which are incorporated into this agreement. Grant funds shall not be used for or charged to grant development or management costs or other "overhead or administrative" charges unless explicitly approved by CHA.
- b. CHA approval must be obtained for any modification of the objectives, use of expenditures or the agreed time period of the project for which grant funds have been awarded.
- c. Budget(s) are attached hereto as Exhibit A
- d. CHA must be promptly notified about any of the following during the grant period:

- i. change in primary contact and key personnel of the project or organization.
 - ii. change in address or phone number.
 - iii. change in name of organization.
 - iv. change in sources of funding or the receipt of alternative funding from any other source; or
 - v. any development that significantly affects the operation of the project or the organization.
- e. The Grantee will provide CHA with the project report(s) and evaluation(s) described in this Agreement.
- f. Primary contact will be responsible for completing and submitting all reporting requirements as agreed upon by the parties.
- g. Stewart Decker is the primary contact for this grant.
- h. The Grantee will abide by all provisions of this Agreement and will keep adequate supporting records to document the expenditure of funds and the activities supported by these funds.
- i. Where the Grantee fails or becomes unable for any reason in the opinion of CHA to perform the specific project within the specified Grant Period, unless extended by the CHA; or if conditions arise that make the project untenable; or if Grantee materially breaches this Agreement, all grant funds that may be deemed unearned, unjustified or inappropriately expended must be returned to or withheld by CHA. CHA maintains the right to nullify the grant in such circumstances.
- j. In the event that this project is discontinued prior to the completion date, the Grantee must notify CHA immediately, relinquish the Grant, and return all unused funds.

B. SERVICE DOMAINS and POPULATIONS SERVED

- a. Service Domain
 - i. Pursuant to OAR 410-141-3735(3)(b) and OHA mandated, the Parties agree that spending priorities, be consistent with **CHA's** most recent Community Health Improvement Plan and dedicated to at least one of the following domains where **Grantee/Partner** provides services:
 - 1. Neighborhood and Built Environment.
 - 2. Economic Stability.
 - 3. Education; and
 - 4. Social and Community Health.
- b. Grantee's primary SDOH service domain category is Neighborhood and Built Environment
- c. Populations served. Project Pump Track serves all of Klamath County with a focus on public health endeavors meant to increase the overall wellbeing of the community at large including community members on the Oregon Health Plan, with a special emphasis on social determinants of health, policy (including food systems, tobacco prevention, and the built environment) and community engagement.

C. PAYMENT and FUNDING

- a. The undersigned parties agree and understand that any and all funding is contingent upon full OHA approval of this project, upon said approval, funds shall be distributed as follows:

- i. CHA will release \$25,445.42 upon receipt of the signed SDOH Grant Partner Agreement and upon approval of OHA for this grant.
- ii. The second installment of \$24,554.58 will be released upon our receipt and approval of your semi-annual grant report.
- b. Grant payments are contingent upon:
 - i. The Grantee conducting the program or project to CHA's reasonable satisfaction within the time specified.
 - ii. For the specific purposes as outlined in this Agreement; and
 - iii. Upon the receipt and approval of all reports required under this Agreement.

D. UNEXPENDED FUNDS

- a. If the funds have not been completely expended at the end of the grant period, Grantee agrees to immediately notify CHA and provide a statement of the balance. CHA may request a plan for using the remaining funds. The Grantee should not return funds to CHA unless CHA requests that the Grantee do so. CHA will approve or disapprove Grantee's plan in writing. Unexpended funds must be returned to CHA pursuant to CHA's written instructions.

E. MEASURABLE OUTCOMES

- a. CHA and Grantee need certain data to properly evaluate the progress, success and the impact made by this grant. During the grant period Grantee will be required to submit to CHA specific reports which may include, but are not limited to, interim progress, financial, annual and/or a final report. Grantee shall submit the following reports to CHA:
 - i. Specific, Measurable, Achievable, Relevant and Time-based (SMART) objectives of this agreement include:
 - a) Purchase of the following pieces of equipment for the Pump Track Project by April 1, 2022.
 - i. 3 units of Kicker Ramp (6.0'*17.0'*21.0')
 - ii. 2 units of 90° Berm Turn (4.5'*11.5'*24.5')The total cost for this equipment set is \$25,445.42.
 - b) Purchase of the following pieces of equipment for the Pump Track Project by June 1, 2022.
 - i. 3 units of Kicker Ramp (4.0'*4.0'*8.3')
 - ii. 2 units of 90° Wall Ride (4.5'*11.5'*24.5')The total cost for this equipment set is \$30,393.03, but CHA will pay only \$24,554.58 and the remaining \$5,838.45 will be paid by other donors.
 - ii. The first technical and financial report is due on April 15, 2022. This report should reflect progress toward the development and completion of the budget items of the first disbursement namely the purchase of 3 units of Kicker Ramp (6.0'*17.0'*21.0') and 2 units of 90° Berm Turn (4.5'*11.5'*24.5'). It should align with the goals and objectives of this project as described and set forth in in this Agreement and show progress along the proposed projects outcomes. This report should also be accompanied with all relevant supporting documents such as receipts, pictures, videos, and site visit reports etc.
 - iii. This second and final technical and financial report for this agreement is due October 1, 2022. This report should indicate the development and completion of the

items, namely the purchase of 3 units of Kicker Ramp (4.0'*4.0'*8.3') and 2 units of 90° Wall Ride (4.5'*11.5'*24.5'). Similar to the first report, this report should reflect progress goals, objectives and outcomes of this project and as described and set forth in in this Agreement. This report should also be accompanied with all relevant supporting documents such as receipts, pictures, videos, and site visit reports etc. Being the Final Report, it shall contain a summary of the entire project report pertaining to CHA funding and detail all the expenditures of this grant funds.

- iv. Requested information. Grantee will promptly provide such additional information, reports, and documents as CHA may reasonably request. Grantee shall allow CHA and its representatives to have reasonable access during regular business hours to files, records, accounts, or personnel that are associated with the Grant, for the purposes of making financial reviews and verifications or to evaluate the program as may be deemed necessary or desirable by CHA.

F. TAX-EXEMPT STATUS

- a. Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as [a public charity under section 501(c)(3) of the Internal Revenue Code/ an organization or that it is a governmental unit described in Section 170(c)(1) of the Internal Revenue code/ as tax-exempt], and Grantee will inform CHA immediately of any change in, or the IRS's proposed or actual revocation (whether or not appealed) of, its tax status. The Grantee also warrants that this grant will not cause the organization to be classified as a private foundation under IRS section 509. In the event of loss of tax-exempt status under Federal laws, any unspent funds must be returned to CHA.

G. PUBLICITY

- a. Publicizing an Award.
 - i. Cascade Health Alliance encourages non-profit organizations to raise public awareness about their work. We encourage you to publicize your grant from CHA as long as you characterize the grant as it appears in your grant agreement. The name, logo and tag line of CHA are available by requesting same from the CHA program officer.
- b. Press Releases: Use of logo; Approval.
 - i. Please send a draft of your press release or other materials prior to release to your CHA program officer who will review it and forward it to CHA's Community and Public Relations Specialist for approval.
- c. How to Obtain CHA Logo.
 - i. To obtain the logo in an electronic version, please send a request and a description of how you intend to use the logo to your CHA program officer. He or she will review the request and forward the request to CHA's Community and Public Relations Specialist for approval. The logo is available in the following formats: (.eps, .jpg (color and B&W)). Each separate use of the logo must be separately approved.

H. LEGAL ETHICAL AND RESPONSIBLE CONDUCT.

- a. CHA expects all Grantees to always maintain the highest standards of behavior with priority on individual and community safety, obeying the law, managing finances with integrity,

treating others with respect, accurately representing information, maintaining honesty and respecting intellectual property rights and protecting youth and the vulnerable. Therefore, CHA requires, and this grant is conditional upon Grantee's compliance with all applicable laws, rules, regulations, and policies at all times.

I. LOBBYING AND POLITICAL ACTIVITY

- a. The Grant may be used only for Grantee's charitable and educational activities as described in this Agreement. While CHA understands that the Grantee may participate in the public policy process, consistent with its tax-exempt status, Grantee may not use any funds received from CHA under this Grant to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive.

J. CONFIDENTIALITY

- a. This agreement is personal and confidential between the parties, except as to a party's own legal counsel or financial advisor. Except as required by law or at the written request of the OHA, the parties hereto shall not release information concerning this agreement to any person without the written consent of the other party.

K. COMPLIANCE WITH LAW AND ETHICAL STANDARDS

- a. In particular, and not to the exclusion of any other applicable law or regulation, **Grantee/Partner** and **CHA**, acknowledge that in the course of performing under this Agreement, they *may use or disclose* to each other or to outside parties certain confidential health information that may be subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder with respect to privacy and security of health information, and agree that each will comply with all applicable state and federal privacy laws. If an amendment to this Agreement is necessary for either party to both fulfill its duties hereunder and comply with HIPAA, the parties will amend this Agreement accordingly.

L. MUTUAL INDEMNIFICATION

- a. Each party shall defend indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

M. GENERAL PROVISIONS

- a. Monitoring and Auditing: CHA shall have the right to periodically monitor activities and ensure that monitoring obligations, and related reporting responsibilities comply with CHA's obligations to OHA. Including without limitation the auditing and monitoring obligations set forth in this Agreement.
- b. Where OHA or CHA determines that the **Grantee/Partner** have not performed satisfactorily, CHA reserves the right to revoke this contract or written agreement, including without limitation, any delegation of activities or obligations as specified therein.

- c. Force Majeure: Neither party shall be liable nor deemed to be in default for any delay, interruption or failure in performance under this Agreement that results, directly or indirectly, from Acts of God, civil or military authority, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, riots, civil disturbances, strike or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement upon the occurrence of any such event.
- d. Authority: The parties represent and warrant that they are free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.
- e. Entire Agreement: The making, execution and delivery of this Agreement by the parties has not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement and all exhibits attached hereto embodies the entire understanding of the parties with respect to the Agreement's subject matter, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. This Agreement supersedes and terminates any previous oral or written agreements between the parties relating to this Agreement, and any such prior agreement is null and void. This Agreement may be amended or modified only by an instrument in writing signed by both parties to this Agreement.
- f. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

N. **NOTICES:** All notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (a) by personal delivery (in which case such notice shall be deemed given on the date of delivery); (b) by next business day courier service (e.g., Federal Express, UPS or other similar service) (in which case such notice shall be deemed given on the first business day following the date of deposit with the courier service); or (c) by United States mail, first class postage prepaid (in which case such notice shall be deemed given on the third (3rd) day following the date of deposit with the United States Postal Service), and properly addressed as follows:

If to **Grantee/Partner:** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

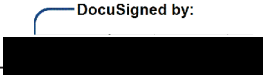
If to **CHA:** Cascade Health Alliance
Attn: Tayo Akins, CEO & President
Klamath Falls, OR 97601

The parties agree that if any term or provision of this Agreement is declared by court of competent jurisdiction to be invalid, void or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below.

Healthy Klamath Pump Project


By:  _____
DocuSigned by:
9E8ACC41DD0C49F...

Name:  _____

Title:  _____

Date: 12/1/2021

Cascade Health Alliance, LLC

By:  _____
DocuSigned by:
68120D441789405...

Name: Tayo Akins

Title: CEO

Date: 12/1/2021

Attachment A

Project Budget

Cascade Health Alliance Community benefit initiatives Grant Budget					
Proposed Budget for: Klamath Falls Pump Track					
Organizations Name: Healthy Klamath					
Proposed budget submission date: 11/24/2021					
Contact Person (Name/Title/Office Phone/Cell Phone): [REDACTED]					
Business Address: 2701 Foothills Blvd, Klamath Falls, OR 97601					
Project Revenue	Requested Amount \$	Committed Amount \$	In-Kind Contribution	Sub-Total \$	Explanation
CHA	\$50,000.00	\$	\$	\$	SHARE Initiative Sponsorship Application
Total Expected Income for Project				\$ 50,000.00	
Project Expenses	Amount \$	Explanation			
Purchase of 3 units of Kicker Ramp (6.0'*17.0'*21.0') and 2 units of 90° Berm Turn (4.5'*11.5'*24.5')	\$25,445.42				
Purchase of 3 units of Kicker Ramp (4.0'*4.0'*8.3') and 2 units of 90° Wall Ride (4.5'*11.5'*24.5')	\$24,554.58	The total cost for this equipment set is \$30,393.03, but CHA will pay only \$24,554.58 and the remaining \$5,838.45 will be paid by other donors.			
Total Expected Costs	\$50,000.00				

EXHIBIT Error! Reference source not found.

Required OHP Contract Provisions

Cascade Comprehensive Care, Inc. (“Contractor”) has entered into a Health Plan Services Contract, Coordinated Care Organization Contract with the State of Oregon, acting by and through its Oregon Health Authority (“OHA”), Division of Medical Assistance Programs (“DMAP”) and Addictions and Mental Health Division (“AMH”) to provide and pay for Coordinated Care Services (the “OHP Contract”). The OHP Contract requires that the provisions in this Exhibit be included in any subcontracts and contracts with Participating Providers. Contractor has entered into Services Agreement with Provider (the “Agreement”) to arrange for Provider to be a Participating Provider for Cascade Health Alliance, LLC (CHA). This Exhibit is incorporated by reference into and made part of the Agreement with respect to goods and services rendered under the Agreement by Provider (the “Subcontractor”) to enrollees of Contractor who are enrolled in the Oregon Health Plan Medicaid managed care program (“Members”). In the event of a conflict or inconsistency between any term or condition in the Agreement relating to goods and services rendered to Members who are enrolled in the Oregon Health Plan Medicaid managed care program and this Exhibit, this Exhibit shall control.

Subcontractor shall comply and cause all Provider Professionals to comply with the provisions in this Exhibit to the extent that they are applicable to the goods and services provided by Subcontractor under the Agreement (“Services”); provided, however, that the Agreement shall not terminate or limit Contractor’s legal responsibilities to OHA for the timely and effective performance of Contractor’s duties and responsibilities under the OHP Contract. Capitalized terms used in this Exhibit, but not otherwise defined in this Exhibit or the Agreement shall have the same meaning as those terms in the OHP Contract, including definitions incorporated therein by reference.

1. **OHA.** To the extent any provision in the OHP Contract applies to Contractor with respect to the Services Contractor is providing to OHA through the Agreement, that provision shall be incorporated by reference into the Agreement and shall apply equally to Subcontractor. OHA will receive the benefit of Subcontractor’s performance as if the Subcontractor were the Contractor with respect to the OHP Contract, Exhibit D, Sections 1, 2, 3, 4, 13, 14, 17, 18 and 22.
2. **Termination for Cause.** In addition to pursuing any other remedies allowed at law or in equity or by the Agreement, the Agreement may be terminated by Contractor, or Contractor may impose other sanctions against Subcontractor, if the Subcontractor’s performance is inadequate to meet the requirements of the OHP Contract.
3. **Monitoring.**
 - 3.1. *By Contractor.* Contractor will monitor the Subcontractor’s performance on an ongoing basis and perform at least once a year a formal review of compliance with delegated responsibilities and Subcontractor’s performance, deficiencies or areas for improvement, in accordance with 42 CFR 438.230. Upon identification of deficiencies or areas for improvement, Subcontractor shall take the Corrective Action identified by Contractor. Contractor shall oversee and be held accountable for any functions or responsibilities it delegates to Subcontractor.

3.2. *By OHA.* Subcontractor agrees that OHA is authorized to monitor compliance with the requirements in the Statement of Work under the OHP Contract and that methods of monitoring compliance may include review of documents submitted by Subcontractor, OHP Contract performance review, Grievances, on-site review of documentation or any other source of relevant information.

4. **Federal Medicaid Managed Care.** Subcontractor shall comply with the requirements of 42 CFR §438.6 that are applicable to the Services required under the Agreement.

5. **Hold Harmless.** Subcontractor shall not hold OHA nor a Member receiving services liable for any costs or charges related to Contractor-authorized Covered Services rendered to a Member whether in an emergency or otherwise. Furthermore, Subcontractor shall not hold a Member liable for any payments for any of the following: (a) Contractor's or Subcontractor's debt due to Contractor's or Subcontractor's insolvency; (b) Covered Services authorized or required to be provided under the OHP Contract and the Agreement to a Member, for which (i) OHA does not pay Contractor; or (ii) Contractor does not pay Subcontractor under a contractual, referral, or other arrangement; and (c) Covered Services furnished pursuant to the Agreement, or a contractual, referral or other arrangement, to the extent that those payments are in excess of the amount that the Member would owe if Contractor provided the services directly. In no event shall Subcontractor bill Members for Covered Services in any amount greater than would be owed if Contractor provided the services directly, consistent with 42 CFR 438.106 and 42 CFR 438.230. Subcontractor may not initiate or maintain a civil action against a Member to collect any amounts owed by the Contractor for which the Member is not liable to the Subcontractor under the Agreement. Nothing in this paragraph 5 shall impair the right of the Subcontractor to charge, collect from, attempt to collect from or maintain a civil action against a Member for any of the following: (a) deductible, copayment, or coinsurance amounts, (b) health services not covered by the Contractor or the OHP Contract, and (c) health services rendered after the termination of the Agreement, unless the health services were rendered during the confinement in an inpatient facility and the confinement began prior to the date of termination of the Agreement or unless the Subcontractor has assumed post-termination treatment obligations under the Agreement.

6. **Continuation.** Subcontractor shall continue to provide Covered Services during periods of Contractor insolvency or cessation of operations through the period for which CCO Payments were made to Contractor.

7. **Billing and Payment.** Subcontractor shall not bill Members for services that are not covered under the OHP Contract unless there is a full written disclosure or waiver (also referred to as agreement to pay) on file signed by the Member, in advance of the service being provided, in accordance with OAR 410-120-1280.

8. **Reports.** Subcontractor shall provide timely access to records and facilities and cooperate with OHA in collection of information through consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with the OHP Contract, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes.

9. **Quality Improvement.** In conformance with 42 CFR 438 Subpart E, Subcontractor shall cooperate with OHA by providing access to records and facilities for the purpose of an annual, external, independent professional review of the quality outcomes and timeliness of, and access to, Services provided under the OHP Contract.

10. **Access to Records.** Subcontractor shall maintain all financial records relating to the OHP Contract in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Subcontractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subcontractor, whether in paper, electronic or other form, that are pertinent to the OHP Contract (the "Records") in such a manner as to clearly document Subcontractor's performance. Subcontractor shall provide timely and reasonable access to Records to: (a) OHA; (b) the Secretary of State's Office; (c) DHHS; (d) the Comptroller General of the United States; (e) the Oregon Department of Justice Medicaid Fraud Control Unit; and (g) all their duly authorized representatives, to perform examinations and audits, make excerpts and transcripts, and evaluate the quality, appropriateness and timeliness of services performed. Subcontractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilities for such a review or audit. Subcontractor shall retain and keep accessible all Records for the longer of: (a) for non-clinical records, six years following final payment and termination of the OHP Contract; (b) for Clinical Records, seven years following the Date of Service; (c) the period as may be required by applicable law, including the records retention schedules set forth in OAR Chapters 410 and 166; (d) the retention period specific by the OHP Contract for certain kinds of records; or (e) until the conclusion of any audit, controversy or litigation arising out of or related to the OHP Contract. The rights of access in this paragraph 10 are not limited to the required retention period, but shall last as long as the Records are retained.

11. **Clinical Records and Confidentiality of Member Records.** Subcontractor shall comply with Contractor's policies and procedures that ensure maintenance of a record keeping system that includes maintaining the security of records as required by the Health Insurance Portability and Accountability Act, 42 USC 1320d et. seq., and the federal regulations implementing the Act ("HIPAA"), and complete Clinical Records that document the Coordinated Care Services received by the Members. Contractor shall regularly monitor Subcontractor's compliance with these policies and procedures and Subcontractor shall be subject to and comply with any Corrective Action taken by Contractor that is necessary to ensure Subcontractor compliance.

12. **Reporting of Abuse.** Subcontractor shall comply with all patient abuse reporting requirements and fully cooperate with the State for purposes of ORS 124.060 et.seq. ORS 419B.010 et.seq., ORS 430.735 et.seq., ORS 433.705 et.seq., ORS 441.630 et.seq., and all applicable Administrative Rules. In addition, Subcontractor shall comply with all protective services, investigation and reporting requirements described in OAR 943-045-0250 through 943-045-0370, ORS 430.735 through 430.765, ORS 124.005 to 124.040 and ORS 441.650 to 441.680. The requirements in this Section 12 include all patients observed in an office setting.

13. **Fraud and Abuse.** Subcontractor shall comply with Contractor's Fraud and Abuse policies to prevent and detect Fraud and Abuse activities as such activities relate to the Oregon Health Plan ("OHP"), and shall promptly refer all suspected cases of Fraud and Abuse to the Contractor and the

Medicaid Fraud Control Unit (“MFCU”) and OHA/DHS Provider Audit Unit (“PAU”). Subcontractor shall permit the MFCU or OHA/DHS PAU or both to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of Subcontractor, as required to investigate an incident of Fraud and Abuse. Subcontractor shall cooperate with the MFCU and OHA/DHS PAU investigator during any investigation of Fraud and Abuse. Subcontractor shall provide copies of reports or other documentation regarding any suspected Fraud at no cost to MFCU or OHA/DHS PAU during an investigation.

14. **Certification.** Subcontractor certifies that all claims data submissions by the Subcontractor, either directly or through a third party submitter, is and will be accurate, truthful and complete in accordance with OAR 410-141-3320 and OAR 410-120-1280. Subcontractor shall submit Valid Claims for services including all the fields and information needed to allow the claim to be processed without further information from Subcontractor, and, unless an alternative payment schedule has been mutually agreed upon, within time frames that assure all corrections have been made within four months of the Date of Service.

15. **Mental Health Services and Substance Use Disorder Services.**

15.1. *Client Process Monitoring System Data.* If Subcontractor provides Mental Health Services and/or substance use disorder services, Subcontractor shall provide to OHA within 30 days of Member admission or discharge all the information required by OHA’s Measures and Outcomes Tracking System (MOTS) or OHA’s most current data system.

15.2. *Community Services.* If Subcontractor provides substance use disorder services, Subcontractor shall provide to Members, to the extent of available community resources and as clinically indicated, 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.

15.3. *Training.* Where Subcontractor provides substance use disorder services and evaluates Members for access to and length of stay in substance use disorder services, Subcontractor represents and warrants that it has the training and background in substance use disorder services and working knowledge of American Society of Addiction Medicine Patient Placement Criteria for the Treatment of Substance-Related Disorders, Second Edition-Revised (PPC-2R).

15.4 *Wraparound Services.* To the extent Subcontractor is a Day Treatment, PRTS, SAIP or SCIP provider, Subcontractor shall comply with relevant requirements for wraparound services, including without limitation, having an understanding of Wraparound values and principles and the provider’s role within the child and family team, and collaborating and participating in the Wraparound process.

16. **State Provisions.** Subcontractor shall comply with all State and local laws, rules, regulations, executive orders, ordinances, reporting tools/templates and all amendments thereto, that are in effect on the effective date of this Agreement or come into effect during the term of the Agreement, applicable to the OHP Contract or to the performance of Services under the Agreement, including but

not limited to the following: (a) ORS Chapter 659A.142; (b) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations; (c) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (d) all other OHA Rules in OAR Chapter 410; (e) rules in OAR Chapter 309, Divisions 012, 014, 015, 018, 019, 022, 032 and 040, pertaining to the provision of mental health services; (f) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (g) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737. These laws, rules, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the Services and required by law to be so incorporated. Subcontractor shall comply with the applicable provisions of ORS 279B.220, ORS 279B.225, 279B.230, 279B.235 and 279B.270. Subcontractor shall, to the maximum extent economically feasible in the performance of the Agreement pertinent to the OHP Contact, 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 products" is defined in ORS 279A.010(1)(ii)).

17. **Americans with Disabilities Act.** In compliance with the Americans with Disabilities Act, any written material that is generated and provided by Subcontractor under the Agreement to Members, including Medicaid-Eligible Individuals, shall, at the request of such individuals, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. Subcontractor shall not be reimbursed for costs incurred in complying with this provision. Subcontractor shall cause all subcontractors under this Agreement to comply with the requirements of this provision.

18. **Information/Privacy/Security/Access.** If the items or services provided under the Agreement permits Subcontractor 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 Contractor access to such OHA Information Assets or Network and Information Systems, Subcontractor shall comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "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.

19. **Governing Law, Consent to Jurisdiction.** The Agreement shall 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, the "claim") between the OHA (or any other agency or department of the State of Oregon) and Subcontractor that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court of the District of Oregon. In no event shall this paragraph 19 be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. **SUBCONTRACTOR, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

20. **Independent Contractor.**

20.1. *Not an Employee of the State.* Subcontractor represents and warrants that it is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

20.2. *Current Work for State or Federal Government.* If Subcontractor is currently performing work for the State of Oregon or the federal government, Subcontractor by signature to the Agreement represents and warrants that Subcontractor's Services to be performed under the Agreement creates 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 Subcontractor currently performs work would prohibit Subcontractor's Services under the Agreement or the OHP Contract. If compensation under the Agreement is to be charged against federal funds, Subcontractor certifies that it is not currently employed by the federal government.

20.3. *Taxes.* Subcontractor is responsible for all federal and State of Oregon taxes applicable to compensation paid to Subcontractor under the Agreement, and unless Subcontractor is subject to backup withholding, OHA and Contractor will not withhold from such compensation any amount to cover Subcontractor's federal or State tax obligations. Subcontractor shall not be eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Subcontractor under the Agreement, except as a self-employed individual.

20.4. *Control.* Subcontractor shall perform all Services as an independent contractor. Subcontractor understands that Contractor reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of Services; however, Contractor may not and will not control the means or manner of Subcontractor's performance. Subcontractor is responsible for determining the appropriate means and manner of performing the Services.

21. **Representations and Warranties.** Subcontractor represents and warrants to Contractor that: (a) Subcontractor has the power and authority to enter into and perform the Agreement; (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Subcontractor enforceable in accordance with its terms, (c) Subcontractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subcontractor will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in Subcontractor's industry, trade or profession; and (d) Subcontractor shall, at all times during the term of the Agreement, be qualified, professionally competent, and duly licensed to perform the Services. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

22. **Assignment, Successor in Interest.** Subcontractor shall not assign or transfer its interest in the Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other matter, without prior written consent of Contractor. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Contractor and OHA may deem necessary, including but not limited to Exhibit B, Part 8 and Exhibit D of the OHP Contract. No approval by Contractor of any assignment or transfer of interest shall be deemed to create any obligation of Contractor in addition to those set forth in the Agreement. The provisions of the Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

23. **Subcontracts.** Where Subcontractor is permitted to subcontract certain functions of the Agreement, Subcontractor shall notify Contractor, in writing, of any subcontract(s) for any of the Services other than information submitted pursuant to Exhibit G of the OHP Contract. In addition, Subcontractor shall ensure that any subcontracts are in writing and include all the requirements set forth in this Exhibit that are applicable to the service or activity delegated under the subcontract. The Agreement does not delegate or subcontract, and shall not be construed as delegating or subcontracting, the oversight and monitoring of Quality Improvement activities or Adjudication of final Appeals in a Member Grievance and Appeal process.

24. **Severability.** If any term or provision of the OHP Contract, the Agreement or this Exhibit 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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the OHP Contract, the Agreement or this Exhibit did not contain the particular term or provision held to be unlawful.

25. **Limitations of Liabilities.** Subcontractor agrees that OHA and Contractor shall not be held liable for any of Subcontractor's debts or liabilities in the event of insolvency.

26. **Compliance with Federal Laws.** Subcontractor shall comply with federal laws as set forth or incorporated, or both, in the OHP Contract and all other federal laws applicable to Subcontractor's performance relating to the OHP Contract or the Agreement. For purposes of the OHP Contract and the Agreement, all references to federal laws are references to federal laws as they may be adopted, amended or repealed from time to time. In addition, unless exempt under 45 CFR Part 87 for Faith-Based Organizations, or other federal provisions, Subcontractor shall comply with the following federal requirements to the extent that they are applicable to the OHP Contract and the Agreement:

26.1. *Federal Provisions.* Subcontractor shall comply with all federal laws, regulations, and executive orders applicable to the OHP Contract or to the delivery of Services under the Agreement. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the OHP Contract and the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, and Title IX of the Education Amendments of 1972 (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) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) the Mental Health Parity and Addiction Equity Act of 2008, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws, and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (k) all federal laws governing operation of community mental health programs, including without limitation, 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 the OHP Contract and the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.

26.2. *Equal Employment Opportunity.* If the OHP Contract, including amendments, is for more than \$10,000, then Subcontractor shall 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).

26.3. *Clean Air, Clean Water, EPA Regulations.* If the amount of compensation under the Agreement, including amendments, exceeds or is likely to exceed \$100,000 then Subcontractor shall 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 to OHA, the U.S. Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Subcontractor shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this subparagraph.

26.4. *Energy Efficiency.* Subcontractor shall 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).

26.5. *Truth in Lobbying.* Subcontractor certifies, to the best of the Subcontractor’s knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, 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, the Subcontractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

c. Subcontractor shall require that the language of this certification 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 requirements of this Subsection 26.5 are material. The certification described above is a prerequisite for making or entering into the Agreement imposed by Section 1352, Title 31, USC. Subcontractor recognizes that any person who violates those provisions shall be subject to the imposition of 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 Subcontractor under the Agreement shall be used other than for normal and recognized executive legislative relationships; for publicity or propaganda purposes; or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio or television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature, 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.

f. No part of any federal funds paid to Subcontractor under the Agreement 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 Subsections (e) and (f) 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 Subcontractor under the Agreement 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.

26.6. *HIPAA Compliance.* Subcontractor acknowledges and agrees that Contractor is a “covered entity” for purpose of the privacy and security provisions of HIPAA. Accordingly, Subcontractor shall comply with HIPAA and the following:

a. Individually Identifiable Health Information (“IIHI”) about specific individuals is protected from unauthorized use or disclosure consistent with the requirement of HIPAA. IIHI relating to specific individuals may be exchanged between Subcontractor and Contractor and between Subcontractor and OHA for purposes directly related to the provision of services to Members which are funded in whole or in part under the OHP Contract. However, Subcontractor shall not use or disclose

any IIHI about specific individuals in a manner that would violate (i) the HIPAA Privacy Rules in 45 CFR Parts 160 and 164; (ii) the OHA Privacy Rules, OAR 407-014-0000 et.seq., or (iii) the 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://apps.state.or.us/cf/FORMS/>, Form number ME2090 Notice of Privacy Practices, or may be obtained from OHA.

b. Subcontractor shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rule in 45 CFR Part 164 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 State and federal laws and the terms and conditions of the OHP Contract and the Agreement. Security incidents involving Member Information must be immediately reported to the Contractor's privacy officer and to the Oregon Department of Human Services' ("DHS") Privacy Officer.

c. Subcontractor shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS Electronic Data Transmission ("EDT") Rules, Chapter 401 OAR Division 120. If Contractor intends to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or enrollment information, authorizations or other electronic transactions, Subcontractor shall execute an EDT Trading Partner Agreement with OHA and comply with OHA EDT Rules.

d. If Subcontractor reasonably believes that the Subcontractor's, 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, Subcontractor shall promptly consult Contractor or the OHA HIPAA officer. Subcontractor or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

26.7. *Resource Conservation and Recovery.* Subcontractor shall comply and cause all its 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.

26.8. *Audits.* Subcontractor shall comply with applicable audit requirements and responsibilities set forth in the OHP Contract, this Agreement and applicable state or federal law.

26.9. *Debarment and Suspension.* In accordance with 42 CFR 438.808(b), Subcontractor represents and warrants that it is not excluded by the U.S. Department of Health and Human Services Office of the Inspector General or listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension." Subcontractor further represents and warrants the following:

26.9.1 Subcontractor is not controlled by a sanctioned individual;

26.9.2 Subcontractor does not have a contractual relationship 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;

26.9.3 Subcontractor does not employ or contract, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with any of the following:

26.9.3.1 Any individual or entity excluded from participation in federal health care programs, or

26.9.3.2 Any entity that would provide those services through an excluded individual or entity.

26.9.4. Subcontractor shall immediately notify Contractor of any change in circumstance related to the representations and warranties contained in this Section.

26.10. *Drug-Free Workplace.* Subcontractor shall comply and cause all its subcontractors to comply with the following provisions to maintain a drug-free workplace:

a. Subcontractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Subcontractor's workplace or while providing services to Members. Subcontractor's notice shall specify the actions that will be taken by Subcontractor against its employees for violation of such prohibitions;

b. Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, Subcontractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;

c. Provide each employee to be engaged in the performance of services under the Agreement a copy of the statement mentioned in subparagraph 26.10.a above;

d. Notify each employee in the statement required by subparagraph 26.10.a that, as a condition of employment to provide services under the OHP Contract the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

e. Notify OHA and Contractor within ten days after receiving notice under subparagraph 26.10.d from an employee or otherwise receiving actual notice of such conviction;

f. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;

g. Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs 26.10.a through 26.10.f;

h. Require any subcontractor to comply with subparagraphs 26.10.a through 26.10.g;

i. Neither Subcontractor, nor any of Subcontractor's employees, officers, agents or subcontractors may provide any service required under the Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Subcontractor or Subcontractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Subcontractor or Subcontractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to Members or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities;

j. Violation of any provision of this subparagraph 26.10 may result in termination of the Agreement and the OHP Contract.

26.11. *Pro-Children Act.* Subcontractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

26.12. *Clinical Laboratory Improvements.* Subcontractor and any laboratories used by Subcontractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438, which require that all laboratory testing sites providing services under the OHP Contract shall have either a Clinical Laboratory Improvement Amendments ("CLIA") certificate of waiver or a certificate of registration along with a CLIA identification number. Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of the waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

26.13. *OASIS.* To the extent applicable, Subcontractor shall comply with the Outcome and Assessment Information Set ("OASIS") reporting requirements and patient notice requirements for skilled services provided by Home Health Agencies, pursuant to the CMS requirements published in 42 CFR 484.20, and such subsequent regulations as CMS may issue in relation to the OASIS program.

26.14. *Patient Rights Condition of Participation.* To the extent applicable, Subcontractor shall comply, and shall require any 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 Exhibit, hospitals include short-term, psychiatric, rehabilitation, long-term, and children's hospitals.

26.15. *Federal Grant Requirements.* Subcontractor shall not expend any of the funds paid under the Agreement for roads, bridges, stadiums, or any other item or service not covered under the Oregon Health Plan. To the extent applicable to Subcontractor or to the extent required by OHA, Subcontractor must 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).

26.16. *Title II of the Americans with Disabilities Act.* Subcontractor shall comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

26.17 *Additional Medicaid and CHIP.* Subcontractor shall comply with all applicable federal and State laws and regulations 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

26.18 *Home Health Care Services.* Contractor and Subcontractor are prohibited from paying for an item or service (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital) for home health care services provided by an agency or organization, unless the agency provides the state with a surety bond as specified in Section 1861(o)(7) of the Social Security Act.

27. **Marketing to Potential Members.** To the extent applicable, Subcontractor shall comply, and ensure its subcontractors and agents comply, with the marketing requirements in Exhibit B-Part 3 to the OHP Contract. Without limiting the foregoing, Subcontractor shall: (a) ensure that, before enrolling, the

Potential Member receives the accurate oral and written information the Potential Member needs to make an informed decision on whether to enroll with Contractor; (b) not distribute any Marketing Materials without first obtaining OHA approval; (c) distribute the Marketing Materials to its entire Service Area as indicated in the Contract; (d) not seek to compel or entice Enrollment in conjunction with the sale of or offering of any private insurance; (e) not seek to initiate contact nor Market independently to potential Clients, directly or through any agent or independent contractor, in an attempt to influence an OHP Client's Enrollment with Contractor, without the express written consent of OHA; (f) not conduct, directly, door-to-door, telephonic, mail, electronic, or other Cold Call Marketing practices to entice a Client to enroll with Contractor, or to not enroll with another OHP contractor. Furthermore, Subcontractor understands that OHA must approve, prior to distribution, any written communication by Subcontractor that (a) is intended solely for Members, and (b) pertains to provider requirements for obtaining coordinated care services, care at service site or benefits. Notwithstanding anything to the contrary in this paragraph 27, Subcontractor may post a sign listing all OHP Coordinated Care Organizations to which Subcontractor belongs and display Coordinated Care Organization-sponsored health promotional materials. Subcontractor's communications that express participation in or support for Contractor shall not constitute an attempt to compel or entice a Potential Member's enrollment. Subcontractor shall comply with OHA Materials Submission and Approval Form. Subcontractor understands that OHA will develop guidelines through a transparent public process, and that the guidelines will include, but are not limited to: (1) a list of communication or Outreach Materials subject to review by OHA; (2) a clear explanation of OHA's process for review and approval of Marketing Materials; (3) a process for appeals of OHA's edits or denials; (4) a Marketing Materials submission form to ensure compliance with PHP Marketing rules; and (5) an update of plan availability information submitted to the OHA on a monthly basis for review and posting.

28. **Workers' Compensation Coverage.** If Subcontractor employs subject workers, as defined in ORS 656.027, then Subcontractor shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirements for an exemption under ORS 656.126(2). If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

29. **Third Party Resources.**

29.1. *Provision of Covered Services.* Subcontractor may not refuse to provide Covered Services to a Member because of a Third Party Resource's potential liability for payment for the Covered Services.

29.2. *Reimbursement.* Subcontractor understands that where Medicare and Contractor have paid for services, and the amount available from the Third Party Liability is not sufficient to satisfy the Claims of both programs to reimbursement, the Third Party Liability must reimburse Medicare the full amount of its Claim before any other entity, including Subcontractor, may be paid. In addition, if a Third Party has reimbursed Subcontractor, or if a Member, after receiving payment from a Third Party Liability, has reimbursed Subcontractor, the Subcontractor shall reimburse Medicare up to the full amount the Subcontractor received, if Medicare is unable to recover its payment from the remainder of the Third Party Liability payment.

29.3. *Confidentiality.* When engaging in Third Party Resource recovery actions, Subcontractor shall comply with federal and State confidentiality requirements, described in Exhibit B, Part 8 and Exhibit E of the OHP Contract.

29.4. *No Compensation.* Except as permitted by the OHP Contract including Third Party Resources recovery, Subcontractor may not be compensated for Services performed under the OHP Contract from any other department of the State, nor from any other source including the federal government.

29.5. *Third Party Liability.* Subcontractor shall maintain records of Subcontractor's actions related to Third Party Liability recovery, and make those records available for Contractor and OHA review.

29.6. *Right of Recovery.* Subcontractor shall comply with 42 USC 1395y(b), 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 Subcontractor.

29.7. *Disenrolled Members.* If OHA retroactively disenrolls a Member at the time the Member acquired Third Party Liability insurance, pursuant to OAR 410-141-3080(2)(b)(D) or 410-141-3080(3)(a)(A), Subcontractor may not seek to collect from a Member (or any financially responsible Member Representative) or any Third Party Liability, any amounts paid for any Covered Services provided on or after the date of Disenrollment.

29.8 Subcontractor shall cooperate with Contractor in the implementation of policies and procedures to identify and obtain payment from third parties.

30. **Preventive Care.** Where Subcontractor provides Preventive Care Services, all Preventive Care Services provided by Subcontractor to Members shall be reported to Contractor and shall be subject to Contractor's Medical Case Management, Dental Case Management and Record Keeping responsibilities.

31. **Accessibility.**

31.1. *Timely Access, Hours.* Subcontractor shall meet OHP standards for timely access to care and services, taking into account the urgency of the need for services as specified in OAR 410-141-3220. This requirement includes that Subcontractor offer hours of operation that are not less than the hours of operation offered to Contractor's commercial members (as applicable) and non-Members as provided in OAR 410-141-3220.

31.2. *Special Needs.* Subcontractor and Subcontractor's facilities shall meet the special needs of Members who require accommodations because of a disability or limited English proficiency.

32. **Member Rights.**

32.1. *Treating Members with Respect and Equality.* If Subcontractor is a Participating Provider, Subcontractor shall treat each Member with respect and with due consideration for his or her

dignity and privacy. In addition, Subcontractor shall treat each Member the same as other patients who receive services equivalent to Covered Services.

32.2. *Information on Treatment Options.* If Subcontractor is a Participating Provider, Subcontractor shall ensure that each Member receives information on available treatment options and alternatives in a manner appropriate to the Member's condition, preferred language and ability to understand.

32.3. *Participation Decisions.* If Subcontractor is a Participating Provider, Subcontractor shall allow each Member to participate in decisions regarding his or her healthcare, including the right to accept or refuse medical, surgical, Substance Use Disorders or mental health treatment and the right to execute directives and powers of attorney for health care established under ORS 127.505 to 127.660 and the OBRA 1990 -- Patient Self-Determination Act.

32.4. *Copy of Medical Records.* Subcontractor shall ensure that each Member is allowed to request and receive a copy of his or her medical records and request that they be amended or corrected as specified in 45 CFR 164.524 and 164.526.

32.5. *Exercise of Rights.* Subcontractor shall ensure that each Member is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the Subcontractor, its staff, its subcontractors, its Participating Providers, or OHA treat the Member.

33. **Grievance System.** Subcontractor shall cooperate with DHS's Governor's Advocacy Office, the OHA Ombudsman and hearing representatives in all of the OHA's activities related to Members' grievances, appeals and hearings including providing all requested written materials.

34. **Authorization of Service.** Subcontractor shall follow Contractor's procedures for the initial and continuing authorizations for services as defined in OAR 410-141-0000, which requires that any decision to deny a service authorization request or to authorize a service in an amount, duration or scope that is less than requested, be made by a Health Care Professional who has appropriate clinical expertise in treating the Member's health or mental health condition or disease in accordance with 42 CFR 438.210. In addition, Subcontractor must obtain authorization for Covered Services from Contractor, except to the extent prior authorization is not required or is prohibited in OAR 410 Chapter 141 or elsewhere in the OHP Contract Statement of Work.

34.1 Subcontractor shall comply with Contractor's policies and procedures to coordinate and preauthorize Dental Services that must be performed in an outpatient Hospital or ASC due to the age, disability, or medical condition of the Member.

35. **Non-Discrimination.** Subcontractor shall not discriminate between Members and non-OHP persons as it relates to benefits and services to which they are both entitled.

36. **Record Keeping System.** If Subcontractor is a Participating Provider, Subcontractor shall, based on written policies and procedures, develop and maintain a record keeping system that: (a) includes sufficient detail and clarity to permit internal and external review to validate encounter submissions and to assure Dentally Appropriate services are provided consistent with the documented needs of the

Member; (b) conforms to accepted professional practice; and (c) allows the Subcontractor to ensure that data submitted to Contractor is accurate and complete by: (i) verifying the accuracy and timeliness of reported data; (ii) screening the data for completeness, logic, and consistency; and (iii) collecting service information in standardized formats to the extent feasible and appropriate.

36.1 Subcontractor shall provide data used for analysis of delivery system capacity, consumer satisfaction, financial solvency, encounters, utilization, quality improvement, and other reporting requirements under the Agreement to Contractor sufficiently in advance to allow Contractor to reasonably meet its reporting obligations under the OHP Contract.

37. **Enrollment; Unique Provider Identification Number.** Subcontractor shall require each of its Physicians and other qualified providers, if any, to enroll with OHA and have a unique provider identification number that complies with 42 USC 1320d-2(b).

38. **Accreditation.** If Subcontractor is a Participating Provider and provides programs or facilities that are not required to be licensed or certified by a State of Oregon board or licensing agency, then such programs or facilities operated by Subcontractor shall be accredited by nationally recognized organizations recognized by OHA for the services provided or The Joint Commission where such accreditation is required by OHA rule to provide the specific service or program.

39. **Advocacy.** Except as provided in the OHP Contract, Contractor shall not prohibit or otherwise limit or restrict Subcontractor's Health Care Professionals acting within the lawful scope of practice, from advising or advocating on behalf of a Member, who is a patient of the professional, for the following: (a) for the Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered, that is Dentally Appropriate even if such care or treatment is not covered under the OHP Contract or is subject to Co-Payment; (b) any information the Member needs in order to decide among relevant treatment options; (c) the risks, benefits, and consequences of treatment or non-treatment; and (d) the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

40. **Health Information Technology.** Subcontractor shall comply with Contractor's policies and procedures relating to electronic health information exchange to support the exchange of patient health information among Participating Providers.

41. **No Actions.** To the extent Subcontractor is a Participating Provider, Subcontractor represents and warrants that neither the state nor federal government has brought any past or pending investigations, legal actions, administrative actions, or matters subject to arbitration involving the Subcontractor, including key management or executive staff, over the past three years on matters relating to payments from governmental entities, both federal and state, for healthcare or prescription drug services.

42. **Notice of Termination.** Subcontractor acknowledges and agrees that Contractor will provide written notice of the termination of Subcontractor's agreement with Contractor to provide Covered

Services to Members, within 15 calendar days of such termination, to each Member who received his or her primary care from, or was seen on a regular basis by, the Subcontractor.

43. **Subrogation.** Subcontractor agrees to subrogate to OHA any and all claims the Contractor or Subcontractor has or may have against manufacturers, wholesale or retail suppliers, sales representatives, testing laboratories, or other providers or subcontractors in the design, manufacture, marketing, pricing or quality of drugs, pharmaceuticals, medical supplies, medical devices, durable medical equipment or other products.

44. **Stop-Loss Documentation and Protection.** As required by Exhibit H of the OHP Contract, if Subcontractor participates in a Practitioner Incentive Plan under the Agreement that places Subcontractor at Substantial Financial Risk, Subcontractor shall maintain PIP Stop-Loss Protection. Subcontractor shall submit stop-loss documentation to Contractor in accordance with Contractor's policies and procedures.

CASCADE HEALTH ALLIANCE SDOH GRANT PARTNER AGREEMENT

MOORE PARK PLAYGROUND PROJECT

BETWEEN: Cascade Health Alliance
a duly licensed Oregon corporation (“CHA”)

AND: Healthy Klamath (“Grantee or Partner”)

EFFECTIVE

DATE: As signed and dated below

GRANTEE/PARTNER: Healthy Klamath

NAME OF GRANT PROJECT: MOORE PARK PLAYGROUND PROJECT

GRANT PERIOD: The initial term of this grant period is for one year from the effective date.

The grant (the "Grant") described in this Agreement between Cascade Health Alliance, LLC ("CHA") and Grantee is awarded by CHA to Grantee/SDOH-E Partner subject to the following terms and conditions described herein, including any attachments, exhibits, budgets or scope of work incorporated by reference.

A. REQUIREMENTS

- a. This grant is made subject to the condition that the entire amount be expended for the purposes stated herein and substantially in the manner described in the materials you have provided to CHA, which are attached as Exhibit A and the terms of which are incorporated into this agreement. Grant funds shall not be used for or charged to grant development or management costs or other "overhead or administrative" charges unless explicitly approved by CHA.
- b. CHA approval must be obtained for any modification of the objectives, use of expenditures or the agreed time period of the project for which grant funds have been awarded.
- c. Budget(s) are attached hereto as Exhibit A

- d. CHA must be promptly notified about any of the following during the grant period:
 - i. change in primary contact and key personnel of the project or organization.
 - ii. change in address or phone number.
 - iii. change in name of organization.
 - iv. change in sources of funding or the receipt of alternative funding from any other source; or
 - v. any development that significantly affects the operation of the project or the organization.
- e. The Grantee will provide CHA with the project report(s) and evaluation(s) described in this Agreement.
- f. Primary contact will be responsible for completing and submitting all reporting requirements as agreed upon by the parties.
- g. Merritt Driscoll is the primary contact for this grant.
- h. The Grantee will abide by all provisions of this Agreement and will keep adequate supporting records to document the expenditure of funds and the activities supported by these funds.
- i. Where the Grantee fails or becomes unable for any reason in the opinion of CHA to perform the specific project within the specified Grant Period, unless extended by the CHA; or if conditions arise that make the project untenable; or if Grantee materially breaches this Agreement, all grant funds that may be deemed unearned, unjustified or inappropriately expended must be returned to or withheld by CHA. CHA maintains the right to nullify the grant in such circumstances.
- j. In the event that this project is discontinued prior to the completion date, the Grantee must notify CHA immediately, relinquish the Grant, and return all unused funds.

B. SERVICE DOMAINS and POPULATIONS SERVED

- a. Service Domain
 - i. Pursuant to OAR 410-141-3735(3)(b) and OHA mandated, the Parties agree that spending priorities, be consistent with **CHA's** most recent Community Health Improvement Plan and dedicated to at least one of the following domains where **Grantee/Partner** provides services:
 - 1. Neighborhood and Built Environment.
 - 2. Economic Stability.
 - 3. Education; and
 - 4. Social and Community Health.
- b. Grantee's primary SDOH service domain category is Neighborhood and Built Environment
- c. Populations served. Moore Park Playground project will be the first completely ADA-accessible playground in Klamath County, with a focus on creating infrastructure that makes healthy choices easier, and more accessible. This project will server all Klamath County residents, including without limitation, adults with disabilities that will now have the opportunity to play with their children, and intends to serve children of all abilities.

C. PAYMENT and FUNDING

- a. The undersigned parties agree and understand that any and all funding is contingent upon full OHA approval of this project, upon said approval, funds shall be distributed as follows:
 - i. CHA will release \$25,000.00 upon receipt of the signed SDOH Grant Partner Agreement and upon approval of OHA for this grant.

- ii. The second installment of \$25,000.00 will be released upon our receipt and approval of your first quarterly grant report.
- b. Grant payments are contingent upon:
 - i. The Grantee conducting the program or project to CHA's reasonable satisfaction within the time specified.
 - ii. For the specific purposes as outlined in this Agreement; and
 - iii. Upon the receipt and approval of all reports required under this Agreement.

D. UNEXPENDED FUNDS

- a. If the funds have not been completely expended at the end of the grant period, Grantee agrees to immediately notify CHA and provide a statement of the balance. CHA may request a plan for using the remaining funds. The Grantee should not return funds to CHA unless CHA requests that the Grantee do so. CHA will approve or disapprove Grantee's plan in writing. Unexpended funds must be returned to CHA pursuant to CHA's written instructions.

E. MEASURABLE OUTCOMES

- a. CHA and Grantee need certain data to properly evaluate the progress, success and the impact made by this grant. During the grant period Grantee will be required to submit to CHA specific reports which may include, but are not limited to, interim progress, financial, annual and/or a final report. Grantee shall submit the following reports to CHA:
 - i. Specific, Measurable, Achievable, Relevant and Time-based (SMART) objectives of this agreement include:
 - a) Purchase of the following pieces of equipment for the Moore Park by April 1, 2022.
 - Klamath History Museum - \$1,000
 - Clockworks Panel - \$1,000
 - Earthquake Simulator - \$2,000
 - Spinning Monkey Bars - \$3,000
 - Therapeutic Swings - \$5,000
 - Sea-Saw - \$8,000
 - Pinnacle Pines Tree Castle- \$12,000
 - Wheelchair Swing - \$18,000.
 - b) Installation of the above listed pieces of equipment by September 30, 2022.
 - ii. The first technical and financial report is due on April 15, 2022. This report should reflect progress toward the development and completion of the budget items of the first disbursement namely the purchase of the above listed pieces of equipment. It should align with the goals and objectives of this project as described and set forth in in this Agreement and show progress along the proposed projects outcomes. This report should also be accompanied with all relevant supporting documents such as receipts, pictures, videos, and site visit reports etc.

- iii. This second and final technical and financial report for this agreement is due October 1, 2022. This report should indicate the development and completion of the items, namely the installation of above listed pieces of equipment. Similar to the first report, this report should reflect progress goals, objectives and outcomes of this project and as described and set forth in in this Agreement. This report should also be accompanied with all relevant supporting documents such as receipts, pictures, videos, and site visit reports etc.
Being the Final Report, it shall contain a summary of the entire project report pertaining to CHA funding and detail all the expenditures of this grant funds.
- iv. Requested information. Grantee will promptly provide such additional information, reports, and documents as CHA may reasonably request. Grantee shall allow CHA and its representatives to have reasonable access during regular business hours to files, records, accounts, or personnel that are associated with the Grant, for the purposes of making financial reviews and verifications or to evaluate the program as may be deemed necessary or desirable by CHA.

F. TAX-EXEMPT STATUS

- a. Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as [a public charity under section 501(c)(3) of the Internal Revenue Code/ an organization or that it is a governmental unit described in Section 170(c)(1) of the Internal Revenue code/ as tax-exempt], and Grantee will inform CHA immediately of any change in, or the IRS's proposed or actual revocation (whether or not appealed) of, its tax status. The Grantee also warrants that this grant will not cause the organization to be classified as a private foundation under IRS section 509. In the event of loss of tax-exempt status under Federal laws, any unspent funds must be returned to CHA.

G. PUBLICITY

- a. Publicizing an Award.
 - i. Cascade Health Alliance encourages non-profit organizations to raise public awareness about their work. We encourage you to publicize your grant from CHA as long as you characterize the grant as it appears in your grant agreement. The name, logo and tag line of CHA are available by requesting same from the CHA program officer.
- b. Press Releases: Use of logo; Approval.
 - i. Please send a draft of your press release or other materials prior to release to your CHA program officer who will review it and forward it to CHA's Community and Public Relations Specialist for approval.
- c. How to Obtain CHA Logo.
 - i. To obtain the logo in an electronic version, please send a request and a description of how you intend to use the logo to your CHA program officer. He or she will review the request and forward the request to CHA's Community and Public Relations Specialist for approval. The logo is available in the following formats: (.eps, .jpg (color and B&W)). Each separate use of the logo must be separately approved.

H. LEGAL ETHICAL AND RESPONSIBLE CONDUCT.

- a. CHA expects all Grantees to always maintain the highest standards of behavior with priority on individual and community safety, obeying the law, managing finances with integrity, treating others with respect, accurately representing information, maintaining honesty and respecting intellectual property rights and protecting youth and the vulnerable. Therefore, CHA requires, and this grant is conditional upon Grantee's compliance with all applicable laws, rules, regulations, and policies at all times.

I. LOBBYING AND POLITICAL ACTIVITY

- a. The Grant may be used only for Grantee's charitable and educational activities as described in this Agreement. While CHA understands that the Grantee may participate in the public policy process, consistent with its tax-exempt status, Grantee may not use any funds received from CHA under this Grant to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive.

J. CONFIDENTIALITY

- a. This agreement is personal and confidential between the parties, except as to a party's own legal counsel or financial advisor. Except as required by law or at the written request of the OHA, the parties hereto shall not release information concerning this agreement to any person without the written consent of the other party.

K. COMPLIANCE WITH LAW AND ETHICAL STANDARDS

- a. In particular, and not to the exclusion of any other applicable law or regulation, **Grantee/Partner** and **CHA**, acknowledge that in the course of performing under this Agreement, they *may use or disclose* to each other or to outside parties certain confidential health information that may be subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder with respect to privacy and security of health information, and agree that each will comply with all applicable state and federal privacy laws. If an amendment to this Agreement is necessary for either party to both fulfill its duties hereunder and comply with HIPAA, the parties will amend this Agreement accordingly.

L. MUTUAL INDEMNIFICATION

- a. Each party shall defend indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

M. GENERAL PROVISIONS

- a. **Monitoring and Auditing:** CHA shall have the right to periodically monitor activities and ensure that monitoring obligations, and related reporting responsibilities comply with CHA's obligations to OHA. Including without limitation the auditing and monitoring obligations set forth in this Agreement.
- b. Where OHA or CHA determines that the **Grantee/Partner** have not performed satisfactorily, CHA reserves the right to revoke this contract or written agreement, including without limitation, any delegation of activities or obligations as specified therein.
- c. **Force Majeure:** Neither party shall be liable nor deemed to be in default for any delay, interruption or failure in performance under this Agreement that results, directly or indirectly, from Acts of God, civil or military authority, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, riots, civil disturbances, strike or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement upon the occurrence of any such event.
- d. **Authority:** The parties represent and warrant that they are free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.
- e. **Entire Agreement:** The making, execution and delivery of this Agreement by the parties has not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement and all exhibits attached hereto embodies the entire understanding of the parties with respect to the Agreement's subject matter, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. This Agreement supersedes and terminates any previous oral or written agreements between the parties relating to this Agreement, and any such prior agreement is null and void. This Agreement may be amended or modified only by an instrument in writing signed by both parties to this Agreement.
- f. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

N. **NOTICES:** All notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (a) by personal delivery (in which case such notice shall be deemed given on the date of delivery); (b) by next business day courier service (e.g., Federal Express, UPS or other similar service) (in which case such notice shall be deemed given on the first business day following the date of deposit with the courier service); or (c) by United States mail, first class postage prepaid (in which case such notice shall be deemed given on the third (3rd) day following the date of deposit with the United States Postal Service), and properly addressed as follows:

If to **Grantee/Partner:** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

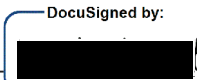
If to **CHA:** Cascade Health Alliance
Attn: Tayo Akins, CEO & President
Klamath Falls, OR 97601

The parties agree that if any term or provision of this Agreement is declared by court of competent jurisdiction to be invalid, void or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below.

Healthy Klamath Moore Park Playground

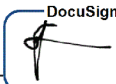
By:  _____
DocuSigned by:
9E8ACC41DD0C49F...

Name:  _____

Title:  _____

Date: 9/27/2021 _____

Cascade Health Alliance, LLC

By:  _____
DocuSigned by:
68120D441789405...

Name: Tayo Akins _____

Title: CEO _____

Date: 9/29/2021 _____

**Attachment A
Project Budget**

Cascade Health Alliance Community benefit initiatives Grant Budget					
Proposed Budget for: Moore Park Project					
Organizations Name: Healthy Klamath					
Proposed budget submission date: 08/06/2021					
Contact Person (Name/Title/Office Phone/Cell Phone): [REDACTED]					
Business Address: 2701 Foothills Blvd, Klamath Falls, OR 97601					
Project Revenue	Requested Amount \$	Committed Amount \$	In-Kind Contribution	Sub-Total \$	Explanation
CHA	\$50,000.00	\$	\$	\$	SHARE Initiative Sponsorship Application
Total Expected Income for Project				\$ 50,000	
Project Expenses	Amount \$	Explanation			
Purchase of the equipment: Klamath History Museum - \$1,000 Clockworks Panel - \$1,000 Earthquake Simulator - \$2,000 Spinning Monkey Bars - \$3,000 Therapeutic Swings - \$5,000 Sea-Saw - \$8,000 Pinnacle Pines Tree Castle- \$12,000 Wheelchair Swing - \$18,000.	25,000.00	We could purchase some ahead of time, but then we would need a warehouse to store everything which might be a problem. It's okay if we are reimbursed after the purchase though.			
Installation of the above listed pieces of equipment	25,000.00	June 2022 is the scheduled build date.			
Total Expected Costs	\$50,000.00				

EXHIBIT Error! Reference source not found.

Required OHP Contract Provisions

Cascade Comprehensive Care, Inc. (“Contractor”) has entered into a Health Plan Services Contract, Coordinated Care Organization Contract with the State of Oregon, acting by and through its Oregon Health Authority (“OHA”), Division of Medical Assistance Programs (“DMAP”) and Addictions and Mental Health Division (“AMH”) to provide and pay for Coordinated Care Services (the “OHP Contract”). The OHP Contract requires that the provisions in this Exhibit be included in any subcontracts and contracts with Participating Providers. Contractor has entered into Services Agreement with Provider (the “Agreement”) to arrange for Provider to be a Participating Provider for Cascade Health Alliance, LLC (CHA). This Exhibit is incorporated by reference into and made part of the Agreement with respect to goods and services rendered under the Agreement by Provider (the “Subcontractor”) to enrollees of Contractor who are enrolled in the Oregon Health Plan Medicaid managed care program (“Members”). In the event of a conflict or inconsistency between any term or condition in the Agreement relating to goods and services rendered to Members who are enrolled in the Oregon Health Plan Medicaid managed care program and this Exhibit, this Exhibit shall control.

Subcontractor shall comply and cause all Provider Professionals to comply with the provisions in this Exhibit to the extent that they are applicable to the goods and services provided by Subcontractor under the Agreement (“Services”); provided, however, that the Agreement shall not terminate or limit Contractor’s legal responsibilities to OHA for the timely and effective performance of Contractor’s duties and responsibilities under the OHP Contract. Capitalized terms used in this Exhibit, but not otherwise defined in this Exhibit or the Agreement shall have the same meaning as those terms in the OHP Contract, including definitions incorporated therein by reference.

1. **OHA.** To the extent any provision in the OHP Contract applies to Contractor with respect to the Services Contractor is providing to OHA through the Agreement, that provision shall be incorporated by reference into the Agreement and shall apply equally to Subcontractor. OHA will receive the benefit of Subcontractor’s performance as if the Subcontractor were the Contractor with respect to the OHP Contract, Exhibit D, Sections 1, 2, 3, 4, 13, 14, 17, 18 and 22.
2. **Termination for Cause.** In addition to pursuing any other remedies allowed at law or in equity or by the Agreement, the Agreement may be terminated by Contractor, or Contractor may impose other sanctions against Subcontractor, if the Subcontractor’s performance is inadequate to meet the requirements of the OHP Contract.
3. **Monitoring.**
 - 3.1. *By Contractor.* Contractor will monitor the Subcontractor’s performance on an ongoing basis and perform at least once a year a formal review of compliance with delegated responsibilities and Subcontractor’s performance, deficiencies or areas for improvement, in accordance with 42 CFR 438.230. Upon identification of deficiencies or areas for improvement, Subcontractor shall take the Corrective Action identified by Contractor. Contractor shall oversee and be held accountable for any functions or responsibilities it delegates to Subcontractor.

3.2. *By OHA.* Subcontractor agrees that OHA is authorized to monitor compliance with the requirements in the Statement of Work under the OHP Contract and that methods of monitoring compliance may include review of documents submitted by Subcontractor, OHP Contract performance review, Grievances, on-site review of documentation or any other source of relevant information.

4. **Federal Medicaid Managed Care.** Subcontractor shall comply with the requirements of 42 CFR §438.6 that are applicable to the Services required under the Agreement.

5. **Hold Harmless.** Subcontractor shall not hold OHA nor a Member receiving services liable for any costs or charges related to Contractor-authorized Covered Services rendered to a Member whether in an emergency or otherwise. Furthermore, Subcontractor shall not hold a Member liable for any payments for any of the following: (a) Contractor's or Subcontractor's debt due to Contractor's or Subcontractor's insolvency; (b) Covered Services authorized or required to be provided under the OHP Contract and the Agreement to a Member, for which (i) OHA does not pay Contractor; or (ii) Contractor does not pay Subcontractor under a contractual, referral, or other arrangement; and (c) Covered Services furnished pursuant to the Agreement, or a contractual, referral or other arrangement, to the extent that those payments are in excess of the amount that the Member would owe if Contractor provided the services directly. In no event shall Subcontractor bill Members for Covered Services in any amount greater than would be owed if Contractor provided the services directly, consistent with 42 CFR 438.106 and 42 CFR 438.230. Subcontractor may not initiate or maintain a civil action against a Member to collect any amounts owed by the Contractor for which the Member is not liable to the Subcontractor under the Agreement. Nothing in this paragraph 5 shall impair the right of the Subcontractor to charge, collect from, attempt to collect from or maintain a civil action against a Member for any of the following: (a) deductible, copayment, or coinsurance amounts, (b) health services not covered by the Contractor or the OHP Contract, and (c) health services rendered after the termination of the Agreement, unless the health services were rendered during the confinement in an inpatient facility and the confinement began prior to the date of termination of the Agreement or unless the Subcontractor has assumed post-termination treatment obligations under the Agreement.

6. **Continuation.** Subcontractor shall continue to provide Covered Services during periods of Contractor insolvency or cessation of operations through the period for which CCO Payments were made to Contractor.

7. **Billing and Payment.** Subcontractor shall not bill Members for services that are not covered under the OHP Contract unless there is a full written disclosure or waiver (also referred to as agreement to pay) on file signed by the Member, in advance of the service being provided, in accordance with OAR 410-120-1280.

8. **Reports.** Subcontractor shall provide timely access to records and facilities and cooperate with OHA in collection of information through consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with the OHP Contract, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes.

9. **Quality Improvement.** In conformance with 42 CFR 438 Subpart E, Subcontractor shall cooperate with OHA by providing access to records and facilities for the purpose of an annual, external, independent professional review of the quality outcomes and timeliness of, and access to, Services provided under the OHP Contract.

10. **Access to Records.** Subcontractor shall maintain all financial records relating to the OHP Contract in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Subcontractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subcontractor, whether in paper, electronic or other form, that are pertinent to the OHP Contract (the "Records") in such a manner as to clearly document Subcontractor's performance. Subcontractor shall provide timely and reasonable access to Records to: (a) OHA; (b) the Secretary of State's Office; (c) DHHS; (d) the Comptroller General of the United States; (e) the Oregon Department of Justice Medicaid Fraud Control Unit; and (g) all their duly authorized representatives, to perform examinations and audits, make excerpts and transcripts, and evaluate the quality, appropriateness and timeliness of services performed. Subcontractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilities for such a review or audit. Subcontractor shall retain and keep accessible all Records for the longer of: (a) for non-clinical records, six years following final payment and termination of the OHP Contract; (b) for Clinical Records, seven years following the Date of Service; (c) the period as may be required by applicable law, including the records retention schedules set forth in OAR Chapters 410 and 166; (d) the retention period specific by the OHP Contract for certain kinds of records; or (e) until the conclusion of any audit, controversy or litigation arising out of or related to the OHP Contract. The rights of access in this paragraph 10 are not limited to the required retention period, but shall last as long as the Records are retained.

11. **Clinical Records and Confidentiality of Member Records.** Subcontractor shall comply with Contractor's policies and procedures that ensure maintenance of a record keeping system that includes maintaining the security of records as required by the Health Insurance Portability and Accountability Act, 42 USC 1320d et. seq., and the federal regulations implementing the Act ("HIPAA"), and complete Clinical Records that document the Coordinated Care Services received by the Members. Contractor shall regularly monitor Subcontractor's compliance with these policies and procedures and Subcontractor shall be subject to and comply with any Corrective Action taken by Contractor that is necessary to ensure Subcontractor compliance.

12. **Reporting of Abuse.** Subcontractor shall comply with all patient abuse reporting requirements and fully cooperate with the State for purposes of ORS 124.060 et.seq. ORS 419B.010 et.seq., ORS 430.735 et.seq., ORS 433.705 et.seq., ORS 441.630 et.seq., and all applicable Administrative Rules. In addition, Subcontractor shall comply with all protective services, investigation and reporting requirements described in OAR 943-045-0250 through 943-045-0370, ORS 430.735 through 430.765, ORS 124.005 to 124.040 and ORS 441.650 to 441.680. The requirements in this Section 12 include all patients observed in an office setting.

13. **Fraud and Abuse.** Subcontractor shall comply with Contractor's Fraud and Abuse policies to prevent and detect Fraud and Abuse activities as such activities relate to the Oregon Health Plan ("OHP"), and shall promptly refer all suspected cases of Fraud and Abuse to the Contractor and the

Medicaid Fraud Control Unit (“MFCU”) and OHA/DHS Provider Audit Unit (“PAU”). Subcontractor shall permit the MFCU or OHA/DHS PAU or both to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of Subcontractor, as required to investigate an incident of Fraud and Abuse. Subcontractor shall cooperate with the MFCU and OHA/DHS PAU investigator during any investigation of Fraud and Abuse. Subcontractor shall provide copies of reports or other documentation regarding any suspected Fraud at no cost to MFCU or OHA/DHS PAU during an investigation.

14. **Certification.** Subcontractor certifies that all claims data submissions by the Subcontractor, either directly or through a third party submitter, is and will be accurate, truthful and complete in accordance with OAR 410-141-3320 and OAR 410-120-1280. Subcontractor shall submit Valid Claims for services including all the fields and information needed to allow the claim to be processed without further information from Subcontractor, and, unless an alternative payment schedule has been mutually agreed upon, within time frames that assure all corrections have been made within four months of the Date of Service.

15. **Mental Health Services and Substance Use Disorder Services.**

15.1. *Client Process Monitoring System Data.* If Subcontractor provides Mental Health Services and/or substance use disorder services, Subcontractor shall provide to OHA within 30 days of Member admission or discharge all the information required by OHA’s Measures and Outcomes Tracking System (MOTS) or OHA’s most current data system.

15.2. *Community Services.* If Subcontractor provides substance use disorder services, Subcontractor shall provide to Members, to the extent of available community resources and as clinically indicated, 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.

15.3. *Training.* Where Subcontractor provides substance use disorder services and evaluates Members for access to and length of stay in substance use disorder services, Subcontractor represents and warrants that it has the training and background in substance use disorder services and working knowledge of American Society of Addiction Medicine Patient Placement Criteria for the Treatment of Substance-Related Disorders, Second Edition-Revised (PPC-2R).

15.4 *Wraparound Services.* To the extent Subcontractor is a Day Treatment, PRTS, SAIP or SCIP provider, Subcontractor shall comply with relevant requirements for wraparound services, including without limitation, having an understanding of Wraparound values and principles and the provider’s role within the child and family team, and collaborating and participating in the Wraparound process.

16. **State Provisions.** Subcontractor shall comply with all State and local laws, rules, regulations, executive orders, ordinances, reporting tools/templates and all amendments thereto, that are in effect on the effective date of this Agreement or come into effect during the term of the Agreement, applicable to the OHP Contract or to the performance of Services under the Agreement, including but

not limited to the following: (a) ORS Chapter 659A.142; (b) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations; (c) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (d) all other OHA Rules in OAR Chapter 410; (e) rules in OAR Chapter 309, Divisions 012, 014, 015, 018, 019, 022, 032 and 040, pertaining to the provision of mental health services; (f) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (g) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737. These laws, rules, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the Services and required by law to be so incorporated. Subcontractor shall comply with the applicable provisions of ORS 279B.220, ORS 279B.225, 279B.230, 279B.235 and 279B.270. Subcontractor shall, to the maximum extent economically feasible in the performance of the Agreement pertinent to the OHP Contact, 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 products" is defined in ORS 279A.010(1)(ii)).

17. **Americans with Disabilities Act.** In compliance with the Americans with Disabilities Act, any written material that is generated and provided by Subcontractor under the Agreement to Members, including Medicaid-Eligible Individuals, shall, at the request of such individuals, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. Subcontractor shall not be reimbursed for costs incurred in complying with this provision. Subcontractor shall cause all subcontractors under this Agreement to comply with the requirements of this provision.

18. **Information/Privacy/Security/Access.** If the items or services provided under the Agreement permits Subcontractor 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 Contractor access to such OHA Information Assets or Network and Information Systems, Subcontractor shall comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "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.

19. **Governing Law, Consent to Jurisdiction.** The Agreement shall 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, the "claim") between the OHA (or any other agency or department of the State of Oregon) and Subcontractor that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court of the District of Oregon. In no event shall this paragraph 19 be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. **SUBCONTRACTOR, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

20. **Independent Contractor.**

20.1. *Not an Employee of the State.* Subcontractor represents and warrants that it is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

20.2. *Current Work for State or Federal Government.* If Subcontractor is currently performing work for the State of Oregon or the federal government, Subcontractor by signature to the Agreement represents and warrants that Subcontractor's Services to be performed under the Agreement creates 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 Subcontractor currently performs work would prohibit Subcontractor's Services under the Agreement or the OHP Contract. If compensation under the Agreement is to be charged against federal funds, Subcontractor certifies that it is not currently employed by the federal government.

20.3. *Taxes.* Subcontractor is responsible for all federal and State of Oregon taxes applicable to compensation paid to Subcontractor under the Agreement, and unless Subcontractor is subject to backup withholding, OHA and Contractor will not withhold from such compensation any amount to cover Subcontractor's federal or State tax obligations. Subcontractor shall not be eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Subcontractor under the Agreement, except as a self-employed individual.

20.4. *Control.* Subcontractor shall perform all Services as an independent contractor. Subcontractor understands that Contractor reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of Services; however, Contractor may not and will not control the means or manner of Subcontractor's performance. Subcontractor is responsible for determining the appropriate means and manner of performing the Services.

21. **Representations and Warranties.** Subcontractor represents and warrants to Contractor that: (a) Subcontractor has the power and authority to enter into and perform the Agreement; (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Subcontractor enforceable in accordance with its terms, (c) Subcontractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subcontractor will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in Subcontractor's industry, trade or profession; and (d) Subcontractor shall, at all times during the term of the Agreement, be qualified, professionally competent, and duly licensed to perform the Services. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

22. **Assignment, Successor in Interest.** Subcontractor shall not assign or transfer its interest in the Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other matter, without prior written consent of Contractor. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Contractor and OHA may deem necessary, including but not limited to Exhibit B, Part 8 and Exhibit D of the OHP Contract. No approval by Contractor of any assignment or transfer of interest shall be deemed to create any obligation of Contractor in addition to those set forth in the Agreement. The provisions of the Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

23. **Subcontracts.** Where Subcontractor is permitted to subcontract certain functions of the Agreement, Subcontractor shall notify Contractor, in writing, of any subcontract(s) for any of the Services other than information submitted pursuant to Exhibit G of the OHP Contract. In addition, Subcontractor shall ensure that any subcontracts are in writing and include all the requirements set forth in this Exhibit that are applicable to the service or activity delegated under the subcontract. The Agreement does not delegate or subcontract, and shall not be construed as delegating or subcontracting, the oversight and monitoring of Quality Improvement activities or Adjudication of final Appeals in a Member Grievance and Appeal process.

24. **Severability.** If any term or provision of the OHP Contract, the Agreement or this Exhibit 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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the OHP Contract, the Agreement or this Exhibit did not contain the particular term or provision held to be unlawful.

25. **Limitations of Liabilities.** Subcontractor agrees that OHA and Contractor shall not be held liable for any of Subcontractor's debts or liabilities in the event of insolvency.

26. **Compliance with Federal Laws.** Subcontractor shall comply with federal laws as set forth or incorporated, or both, in the OHP Contract and all other federal laws applicable to Subcontractor's performance relating to the OHP Contract or the Agreement. For purposes of the OHP Contract and the Agreement, all references to federal laws are references to federal laws as they may be adopted, amended or repealed from time to time. In addition, unless exempt under 45 CFR Part 87 for Faith-Based Organizations, or other federal provisions, Subcontractor shall comply with the following federal requirements to the extent that they are applicable to the OHP Contract and the Agreement:

26.1. *Federal Provisions.* Subcontractor shall comply with all federal laws, regulations, and executive orders applicable to the OHP Contract or to the delivery of Services under the Agreement. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the OHP Contract and the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, and Title IX of the Education Amendments of 1972 (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) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) the Mental Health Parity and Addiction Equity Act of 2008, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws, and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (k) all federal laws governing operation of community mental health programs, including without limitation, 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 the OHP Contract and the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.

26.2. *Equal Employment Opportunity.* If the OHP Contract, including amendments, is for more than \$10,000, then Subcontractor shall 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).

26.3. *Clean Air, Clean Water, EPA Regulations.* If the amount of compensation under the Agreement, including amendments, exceeds or is likely to exceed \$100,000 then Subcontractor shall 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 to OHA, the U.S. Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Subcontractor shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this subparagraph.

26.4. *Energy Efficiency.* Subcontractor shall 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).

26.5. *Truth in Lobbying.* Subcontractor certifies, to the best of the Subcontractor’s knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, 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, the Subcontractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

c. Subcontractor shall require that the language of this certification 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 requirements of this Subsection 26.5 are material. The certification described above is a prerequisite for making or entering into the Agreement imposed by Section 1352, Title 31, USC. Subcontractor recognizes that any person who violates those provisions shall be subject to the imposition of 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 Subcontractor under the Agreement shall be used other than for normal and recognized executive legislative relationships; for publicity or propaganda purposes; or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio or television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature, 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.

f. No part of any federal funds paid to Subcontractor under the Agreement 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 Subsections (e) and (f) 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 Subcontractor under the Agreement 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.

26.6. *HIPAA Compliance.* Subcontractor acknowledges and agrees that Contractor is a “covered entity” for purpose of the privacy and security provisions of HIPAA. Accordingly, Subcontractor shall comply with HIPAA and the following:

a. Individually Identifiable Health Information (“IIHI”) about specific individuals is protected from unauthorized use or disclosure consistent with the requirement of HIPAA. IIHI relating to specific individuals may be exchanged between Subcontractor and Contractor and between Subcontractor and OHA for purposes directly related to the provision of services to Members which are funded in whole or in part under the OHP Contract. However, Subcontractor shall not use or disclose

any IIHI about specific individuals in a manner that would violate (i) the HIPAA Privacy Rules in 45 CFR Parts 160 and 164; (ii) the OHA Privacy Rules, OAR 407-014-0000 et.seq., or (iii) the 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://apps.state.or.us/cf/FORMS/>, Form number ME2090 Notice of Privacy Practices, or may be obtained from OHA.

b. Subcontractor shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rule in 45 CFR Part 164 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 State and federal laws and the terms and conditions of the OHP Contract and the Agreement. Security incidents involving Member Information must be immediately reported to the Contractor's privacy officer and to the Oregon Department of Human Services' ("DHS") Privacy Officer.

c. Subcontractor shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS Electronic Data Transmission ("EDT") Rules, Chapter 401 OAR Division 120. If Contractor intends to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or enrollment information, authorizations or other electronic transactions, Subcontractor shall execute an EDT Trading Partner Agreement with OHA and comply with OHA EDT Rules.

d. If Subcontractor reasonably believes that the Subcontractor's, 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, Subcontractor shall promptly consult Contractor or the OHA HIPAA officer. Subcontractor or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

26.7. *Resource Conservation and Recovery.* Subcontractor shall comply and cause all its 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.

26.8. *Audits.* Subcontractor shall comply with applicable audit requirements and responsibilities set forth in the OHP Contract, this Agreement and applicable state or federal law.

26.9. *Debarment and Suspension.* In accordance with 42 CFR 438.808(b), Subcontractor represents and warrants that it is not excluded by the U.S. Department of Health and Human Services Office of the Inspector General or 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." Subcontractor further represents and warrants the following:

26.9.1 Subcontractor is not controlled by a sanctioned individual;

26.9.2 Subcontractor does not have a contractual relationship 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;

26.9.3 Subcontractor does not employ or contract, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with any of the following:

26.9.3.1 Any individual or entity excluded from participation in federal health care programs, or

26.9.3.2 Any entity that would provide those services through an excluded individual or entity.

26.9.4. Subcontractor shall immediately notify Contractor of any change in circumstance related to the representations and warranties contained in this Section.

26.10. *Drug-Free Workplace.* Subcontractor shall comply and cause all its subcontractors to comply with the following provisions to maintain a drug-free workplace:

a. Subcontractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Subcontractor's workplace or while providing services to Members. Subcontractor's notice shall specify the actions that will be taken by Subcontractor against its employees for violation of such prohibitions;

b. Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, Subcontractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;

c. Provide each employee to be engaged in the performance of services under the Agreement a copy of the statement mentioned in subparagraph 26.10.a above;

d. Notify each employee in the statement required by subparagraph 26.10.a that, as a condition of employment to provide services under the OHP Contract the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

e. Notify OHA and Contractor within ten days after receiving notice under subparagraph 26.10.d from an employee or otherwise receiving actual notice of such conviction;

f. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;

g. Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs 26.10.a through 26.10.f;

h. Require any subcontractor to comply with subparagraphs 26.10.a through 26.10.g;

i. Neither Subcontractor, nor any of Subcontractor's employees, officers, agents or subcontractors may provide any service required under the Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Subcontractor or Subcontractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Subcontractor or Subcontractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to Members or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities;

j. Violation of any provision of this subparagraph 26.10 may result in termination of the Agreement and the OHP Contract.

26.11. *Pro-Children Act.* Subcontractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

26.12. *Clinical Laboratory Improvements.* Subcontractor and any laboratories used by Subcontractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438, which require that all laboratory testing sites providing services under the OHP Contract shall have either a Clinical Laboratory Improvement Amendments ("CLIA") certificate of waiver or a certificate of registration along with a CLIA identification number. Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of the waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

26.13. *OASIS.* To the extent applicable, Subcontractor shall comply with the Outcome and Assessment Information Set ("OASIS") reporting requirements and patient notice requirements for skilled services provided by Home Health Agencies, pursuant to the CMS requirements published in 42 CFR 484.20, and such subsequent regulations as CMS may issue in relation to the OASIS program.

26.14. *Patient Rights Condition of Participation.* To the extent applicable, Subcontractor shall comply, and shall require any 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 Exhibit, hospitals include short-term, psychiatric, rehabilitation, long-term, and children's hospitals.

26.15. *Federal Grant Requirements.* Subcontractor shall not expend any of the funds paid under the Agreement for roads, bridges, stadiums, or any other item or service not covered under the Oregon Health Plan. To the extent applicable to Subcontractor or to the extent required by OHA, Subcontractor must 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).

26.16. *Title II of the Americans with Disabilities Act.* Subcontractor shall comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

26.17 *Additional Medicaid and CHIP.* Subcontractor shall comply with all applicable federal and State laws and regulations 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

26.18 *Home Health Care Services.* Contractor and Subcontractor are prohibited from paying for an item or service (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital) for home health care services provided by an agency or organization, unless the agency provides the state with a surety bond as specified in Section 1861(o)(7) of the Social Security Act.

27. **Marketing to Potential Members.** To the extent applicable, Subcontractor shall comply, and ensure its subcontractors and agents comply, with the marketing requirements in Exhibit B-Part 3 to the OHP Contract. Without limiting the foregoing, Subcontractor shall: (a) ensure that, before enrolling, the

Potential Member receives the accurate oral and written information the Potential Member needs to make an informed decision on whether to enroll with Contractor; (b) not distribute any Marketing Materials without first obtaining OHA approval; (c) distribute the Marketing Materials to its entire Service Area as indicated in the Contract; (d) not seek to compel or entice Enrollment in conjunction with the sale of or offering of any private insurance; (e) not seek to initiate contact nor Market independently to potential Clients, directly or through any agent or independent contractor, in an attempt to influence an OHP Client's Enrollment with Contractor, without the express written consent of OHA; (f) not conduct, directly, door-to-door, telephonic, mail, electronic, or other Cold Call Marketing practices to entice a Client to enroll with Contractor, or to not enroll with another OHP contractor. Furthermore, Subcontractor understands that OHA must approve, prior to distribution, any written communication by Subcontractor that (a) is intended solely for Members, and (b) pertains to provider requirements for obtaining coordinated care services, care at service site or benefits. Notwithstanding anything to the contrary in this paragraph 27, Subcontractor may post a sign listing all OHP Coordinated Care Organizations to which Subcontractor belongs and display Coordinated Care Organization-sponsored health promotional materials. Subcontractor's communications that express participation in or support for Contractor shall not constitute an attempt to compel or entice a Potential Member's enrollment. Subcontractor shall comply with OHA Materials Submission and Approval Form. Subcontractor understands that OHA will develop guidelines through a transparent public process, and that the guidelines will include, but are not limited to: (1) a list of communication or Outreach Materials subject to review by OHA; (2) a clear explanation of OHA's process for review and approval of Marketing Materials; (3) a process for appeals of OHA's edits or denials; (4) a Marketing Materials submission form to ensure compliance with PHP Marketing rules; and (5) an update of plan availability information submitted to the OHA on a monthly basis for review and posting.

28. **Workers' Compensation Coverage.** If Subcontractor employs subject workers, as defined in ORS 656.027, then Subcontractor shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirements for an exemption under ORS 656.126(2). If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

29. **Third Party Resources.**

29.1. *Provision of Covered Services.* Subcontractor may not refuse to provide Covered Services to a Member because of a Third Party Resource's potential liability for payment for the Covered Services.

29.2. *Reimbursement.* Subcontractor understands that where Medicare and Contractor have paid for services, and the amount available from the Third Party Liability is not sufficient to satisfy the Claims of both programs to reimbursement, the Third Party Liability must reimburse Medicare the full amount of its Claim before any other entity, including Subcontractor, may be paid. In addition, if a Third Party has reimbursed Subcontractor, or if a Member, after receiving payment from a Third Party Liability, has reimbursed Subcontractor, the Subcontractor shall reimburse Medicare up to the full amount the Subcontractor received, if Medicare is unable to recover its payment from the remainder of the Third Party Liability payment.

29.3. *Confidentiality.* When engaging in Third Party Resource recovery actions, Subcontractor shall comply with federal and State confidentiality requirements, described in Exhibit B, Part 8 and Exhibit E of the OHP Contract.

29.4. *No Compensation.* Except as permitted by the OHP Contract including Third Party Resources recovery, Subcontractor may not be compensated for Services performed under the OHP Contract from any other department of the State, nor from any other source including the federal government.

29.5. *Third Party Liability.* Subcontractor shall maintain records of Subcontractor's actions related to Third Party Liability recovery, and make those records available for Contractor and OHA review.

29.6. *Right of Recovery.* Subcontractor shall comply with 42 USC 1395y(b), 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 Subcontractor.

29.7. *Disenrolled Members.* If OHA retroactively disenrolls a Member at the time the Member acquired Third Party Liability insurance, pursuant to OAR 410-141-3080(2)(b)(D) or 410-141-3080(3)(a)(A), Subcontractor may not seek to collect from a Member (or any financially responsible Member Representative) or any Third Party Liability, any amounts paid for any Covered Services provided on or after the date of Disenrollment.

29.8 Subcontractor shall cooperate with Contractor in the implementation of policies and procedures to identify and obtain payment from third parties.

30. **Preventive Care.** Where Subcontractor provides Preventive Care Services, all Preventive Care Services provided by Subcontractor to Members shall be reported to Contractor and shall be subject to Contractor's Medical Case Management, Dental Case Management and Record Keeping responsibilities.

31. **Accessibility.**

31.1. *Timely Access, Hours.* Subcontractor shall meet OHP standards for timely access to care and services, taking into account the urgency of the need for services as specified in OAR 410-141-3220. This requirement includes that Subcontractor offer hours of operation that are not less than the hours of operation offered to Contractor's commercial members (as applicable) and non-Members as provided in OAR 410-141-3220.

31.2. *Special Needs.* Subcontractor and Subcontractor's facilities shall meet the special needs of Members who require accommodations because of a disability or limited English proficiency.

32. **Member Rights.**

32.1. *Treating Members with Respect and Equality.* If Subcontractor is a Participating Provider, Subcontractor shall treat each Member with respect and with due consideration for his or her

dignity and privacy. In addition, Subcontractor shall treat each Member the same as other patients who receive services equivalent to Covered Services.

32.2. *Information on Treatment Options.* If Subcontractor is a Participating Provider, Subcontractor shall ensure that each Member receives information on available treatment options and alternatives in a manner appropriate to the Member's condition, preferred language and ability to understand.

32.3. *Participation Decisions.* If Subcontractor is a Participating Provider, Subcontractor shall allow each Member to participate in decisions regarding his or her healthcare, including the right to accept or refuse medical, surgical, Substance Use Disorders or mental health treatment and the right to execute directives and powers of attorney for health care established under ORS 127.505 to 127.660 and the OBRA 1990 -- Patient Self-Determination Act.

32.4. *Copy of Medical Records.* Subcontractor shall ensure that each Member is allowed to request and receive a copy of his or her medical records and request that they be amended or corrected as specified in 45 CFR 164.524 and 164.526.

32.5. *Exercise of Rights.* Subcontractor shall ensure that each Member is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the Subcontractor, its staff, its subcontractors, its Participating Providers, or OHA treat the Member.

33. **Grievance System.** Subcontractor shall cooperate with DHS's Governor's Advocacy Office, the OHA Ombudsman and hearing representatives in all of the OHA's activities related to Members' grievances, appeals and hearings including providing all requested written materials.

34. **Authorization of Service.** Subcontractor shall follow Contractor's procedures for the initial and continuing authorizations for services as defined in OAR 410-141-0000, which requires that any decision to deny a service authorization request or to authorize a service in an amount, duration or scope that is less than requested, be made by a Health Care Professional who has appropriate clinical expertise in treating the Member's health or mental health condition or disease in accordance with 42 CFR 438.210. In addition, Subcontractor must obtain authorization for Covered Services from Contractor, except to the extent prior authorization is not required or is prohibited in OAR 410 Chapter 141 or elsewhere in the OHP Contract Statement of Work.

34.1 Subcontractor shall comply with Contractor's policies and procedures to coordinate and preauthorize Dental Services that must be performed in an outpatient Hospital or ASC due to the age, disability, or medical condition of the Member.

35. **Non-Discrimination.** Subcontractor shall not discriminate between Members and non-OHP persons as it relates to benefits and services to which they are both entitled.

36. **Record Keeping System.** If Subcontractor is a Participating Provider, Subcontractor shall, based on written policies and procedures, develop and maintain a record keeping system that: (a) includes sufficient detail and clarity to permit internal and external review to validate encounter submissions and to assure Dentally Appropriate services are provided consistent with the documented needs of the

Member; (b) conforms to accepted professional practice; and (c) allows the Subcontractor to ensure that data submitted to Contractor is accurate and complete by: (i) verifying the accuracy and timeliness of reported data; (ii) screening the data for completeness, logic, and consistency; and (iii) collecting service information in standardized formats to the extent feasible and appropriate.

36.1 Subcontractor shall provide data used for analysis of delivery system capacity, consumer satisfaction, financial solvency, encounters, utilization, quality improvement, and other reporting requirements under the Agreement to Contractor sufficiently in advance to allow Contractor to reasonably meet its reporting obligations under the OHP Contract.

37. **Enrollment; Unique Provider Identification Number.** Subcontractor shall require each of its Physicians and other qualified providers, if any, to enroll with OHA and have a unique provider identification number that complies with 42 USC 1320d-2(b).

38. **Accreditation.** If Subcontractor is a Participating Provider and provides programs or facilities that are not required to be licensed or certified by a State of Oregon board or licensing agency, then such programs or facilities operated by Subcontractor shall be accredited by nationally recognized organizations recognized by OHA for the services provided or The Joint Commission where such accreditation is required by OHA rule to provide the specific service or program.

39. **Advocacy.** Except as provided in the OHP Contract, Contractor shall not prohibit or otherwise limit or restrict Subcontractor's Health Care Professionals acting within the lawful scope of practice, from advising or advocating on behalf of a Member, who is a patient of the professional, for the following: (a) for the Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered, that is Dentally Appropriate even if such care or treatment is not covered under the OHP Contract or is subject to Co-Payment; (b) any information the Member needs in order to decide among relevant treatment options; (c) the risks, benefits, and consequences of treatment or non-treatment; and (d) the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

40. **Health Information Technology.** Subcontractor shall comply with Contractor's policies and procedures relating to electronic health information exchange to support the exchange of patient health information among Participating Providers.

41. **No Actions.** To the extent Subcontractor is a Participating Provider, Subcontractor represents and warrants that neither the state nor federal government has brought any past or pending investigations, legal actions, administrative actions, or matters subject to arbitration involving the Subcontractor, including key management or executive staff, over the past three years on matters relating to payments from governmental entities, both federal and state, for healthcare or prescription drug services.

42. **Notice of Termination.** Subcontractor acknowledges and agrees that Contractor will provide written notice of the termination of Subcontractor's agreement with Contractor to provide Covered

Services to Members, within 15 calendar days of such termination, to each Member who received his or her primary care from, or was seen on a regular basis by, the Subcontractor.

43. **Subrogation.** Subcontractor agrees to subrogate to OHA any and all claims the Contractor or Subcontractor has or may have against manufacturers, wholesale or retail suppliers, sales representatives, testing laboratories, or other providers or subcontractors in the design, manufacture, marketing, pricing or quality of drugs, pharmaceuticals, medical supplies, medical devices, durable medical equipment or other products.

44. **Stop-Loss Documentation and Protection.** As required by Exhibit H of the OHP Contract, if Subcontractor participates in a Practitioner Incentive Plan under the Agreement that places Subcontractor at Substantial Financial Risk, Subcontractor shall maintain PIP Stop-Loss Protection. Subcontractor shall submit stop-loss documentation to Contractor in accordance with Contractor's policies and procedures.

CASCADE HEALTH ALLIANCE SDOH GRANT PARTNER AGREEMENT

CHILOQUIN GREEN SCHOOLYARD PROJECT

BETWEEN: Cascade Health Alliance
a duly licensed Oregon corporation **(“CHA”)**

AND: The Trust for Public Land **(“Grantee or Partner”)**

EFFECTIVE

DATE: As signed and dated below

GRANTEE/PARTNER: The Trust for Public Land

NAME OF GRANT PROJECT: Chiloquin Green Schoolyard Project

GRANT PERIOD: The initial term of this grant period is for one year from the effective date.

The grant (the "Grant") described in this Agreement between Cascade Health Alliance, LLC ("CHA") and Grantee is awarded by CHA to Grantee/SDOH-E Partner subject to the following terms and conditions described herein, including any attachments, exhibits, budgets or scope of work incorporated by reference.

A. REQUIREMENTS

- a. This grant is made subject to the condition that the entire amount be expended for the purposes stated herein and substantially in the manner described in the materials you have provided to CHA, which are attached as Exhibit A and the terms of which are incorporated into this agreement. Grant funds shall not be used for or charged to grant development or management costs or other "overhead or administrative" charges unless explicitly approved by CHA.
- b. CHA approval must be obtained for any modification of the objectives, use of expenditures or the agreed time period of the project for which grant funds have been awarded.
- c. Budget(s) are attached hereto as Exhibit A
- d. CHA must be promptly notified about any of the following during the grant period:

- i. change in primary contact and key personnel of the project or organization.
 - ii. change in address or phone number.
 - iii. change in name of organization.
 - iv. change in sources of funding or the receipt of alternative funding from any other source; or
 - v. any development that significantly affects the operation of the project or the organization.
- e. The Grantee will provide CHA with the project report(s) and evaluation(s) described in this Agreement.
- f. Primary contact will be responsible for completing and submitting all reporting requirements as agreed upon by the parties.
- g. David Gorton is the primary contact for this grant.
- h. The Grantee will abide by all provisions of this Agreement and will keep adequate supporting records to document the expenditure of funds and the activities supported by these funds.
- i. Where the Grantee fails or becomes unable for any reason in the opinion of CHA to perform the specific project within the specified Grant Period, unless extended by the CHA; or if conditions arise that make the project untenable; or if Grantee materially breaches this Agreement, all grant funds that may be deemed unearned, unjustified or inappropriately expended must be returned to or withheld by CHA. CHA maintains the right to nullify the grant in such circumstances.
- j. In the event that this project is discontinued prior to the completion date, the Grantee must notify CHA immediately, relinquish the Grant, and return all unused funds.

B. SERVICE DOMAINS and POPULATIONS SERVED

- a. Service Domain
 - i. Pursuant to OAR 410-141-3735(3)(b) and OHA mandated, the Parties agree that spending priorities, be consistent with **CHA's** most recent Community Health Improvement Plan and dedicated to at least one of the following domains where **Grantee/Partner** provides services:
 - 1. Neighborhood and Built Environment.
 - 2. Economic Stability.
 - 3. Education; and
 - 4. Social and Community Health.
- b. Grantee's primary SDOH service domain category is Neighborhood and Built Environment
- c. Populations served. Chiloquin Green Schoolyard Project is a community driven effort that aims to make Chiloquin a healthier, more livable community by transforming the schoolyard into a vibrant gathering space for students during the school day and a public park for the broader community outside of school hours.

C. PAYMENT and FUNDING

- a. The undersigned parties agree and understand that any and all funding is contingent upon full OHA approval of this project, upon said approval, funds shall be distributed as follows:
 - i. CHA will release \$25,000 upon receipt of the signed SDOH Grant Partner Agreement and upon approval of OHA for this grant.

- ii. The second installment of \$25,000 will be released upon our receipt and approval of your first quarterly grant report.
- b. Grant payments are contingent upon:
 - i. The Grantee conducting the program or project to CHA's reasonable satisfaction within the time specified.
 - ii. For the specific purposes as outlined in this Agreement; and
 - iii. Upon the receipt and approval of all reports required under this Agreement.

D. UNEXPENDED FUNDS

- a. If the funds have not been completely expended at the end of the grant period, Grantee agrees to immediately notify CHA and provide a statement of the balance. CHA may request a plan for using the remaining funds. The Grantee should not return funds to CHA unless CHA requests that the Grantee do so. CHA will approve or disapprove Grantee's plan in writing. Unexpended funds must be returned to CHA pursuant to CHA's written instructions.

E. MEASURABLE OUTCOMES

- a. CHA and Grantee need certain data to properly evaluate the progress, success and the impact made by this grant. During the grant period Grantee will be required to submit to CHA specific reports which may include, but are not limited to, interim progress, financial, annual and/or a final report. Grantee shall submit the following reports to CHA:
 - i. Specific, Measurable, Achievable, Relevant and Time-based (SMART) objectives of this agreement include:
 - a) The site preparation of the new schoolyard and construction of the outdoor classroom, play area, and covered basketball court by April 1, 2022.
 - b) The cultivation of the native plants and landscaping associated with the outdoor classroom and play area by September 30, 2022.
 - ii. The first technical and financial Report is due on April 15, 2022. This report should reflect progress toward the development and completion of the budget items of the first disbursement namely the site preparation of the new schoolyard and construction of the outdoor classroom, play area, and covered basketball court. It should align with the goals and objectives of this project as described and set forth in in this Agreement and show progress along the proposed projects outcomes. This report should also be accompanied with all relevant supporting documents such as receipts, pictures, videos, and site visit reports etc.
 - iii. This second and final technical and financial report for this agreement is due October 1, 2022. This report should indicate the development and completion of the items, namely the cultivation of the native plants and landscaping associated with the outdoor classroom and play area. Similar to the first report, this report should reflect progress goals, objectives and outcomes of this project and as described and set forth in in this Agreement. This report should also be accompanied with all relevant supporting documents such as receipts, pictures, videos, and site visit reports etc.
Being the Final Report, it shall contain a summary of the entire project report pertaining to CHA funding and detail all the expenditures of this grant funds.
 - iv. Requested information. Grantee will promptly provide such additional information, reports, and documents as CHA may reasonably request. Grantee shall allow CHA and its representatives to have reasonable access during regular business hours to

files, records, accounts, or personnel that are associated with the Grant, for the purposes of making financial reviews and verifications or to evaluate the program as may be deemed necessary or desirable by CHA.

D. TAX-EXEMPT STATUS

- a. Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as [a public charity under section 501(c)(3) of the Internal Revenue Code/ an organization or that it is a governmental unit described in Section 170(c)(1) of the Internal Revenue code/ as tax-exempt], and Grantee will inform CHA immediately of any change in, or the IRS's proposed or actual revocation (whether or not appealed) of, its tax status. The Grantee also warrants that this grant will not cause the organization to be classified as a private foundation under IRS section 509. In the event of loss of tax-exempt status under Federal laws, any unspent funds must be returned to CHA.

E. PUBLICITY

- a. Publicizing an Award.
 - i. Cascade Health Alliance encourages non-profit organizations to raise public awareness about their work. We encourage you to publicize your grant from CHA as long as you characterize the grant as it appears in your grant agreement. The name, logo and tag line of CHA are available by requesting same from the CHA program officer.
- b. Press Releases: Use of logo; Approval.
 - i. Please send a draft of your press release or other materials prior to release to your CHA program officer who will review it and forward it to CHA's Community and Public Relations Specialist for approval.
- c. How to Obtain CHA Logo.
 - i. To obtain the logo in an electronic version, please send a request and a description of how you intend to use the logo to your CHA program officer. He or she will review the request and forward the request to CHA's Community and Public Relations Specialist for approval. The logo is available in the following formats: (.eps, .jpg (color and B&W)). Each separate use of the logo must be separately approved.

F. LEGAL ETHICAL AND RESPONSIBLE CONDUCT.

- a. CHA expects all Grantees to always maintain the highest standards of behavior with priority on individual and community safety, obeying the law, managing finances with integrity, treating others with respect, accurately representing information, maintaining honesty and respecting intellectual property rights and protecting youth and the vulnerable. Therefore, CHA requires, and this grant is conditional upon Grantee's compliance with all applicable laws, rules, regulations, and policies at all times.

G. LOBBYING AND POLITICAL ACTIVITY

- a. The Grant may be used only for Grantee's charitable and educational activities as described in this Agreement. While CHA understands that the Grantee may participate in the public policy process, consistent with its tax-exempt status, Grantee may not use any funds received from CHA under this Grant to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive.

H. CONFIDENTIALITY

- a. This agreement is personal and confidential between the parties, except as to a party's own legal counsel or financial advisor. Except as required by law or at the written request of the

OHA, the parties hereto shall not release information concerning this agreement to any person without the written consent of the other party.

I. COMPLIANCE WITH LAW AND ETHICAL STANDARDS

- a. In particular, and not to the exclusion of any other applicable law or regulation, **Grantee/Partner** and **CHA**, acknowledge that in the course of performing under this Agreement, they may use or disclose to each other or to outside parties certain confidential health information that may be subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations promulgated thereunder with respect to privacy and security of health information, and agree that each will comply with all applicable state and federal privacy laws. If an amendment to this Agreement is necessary for either party to both fulfill its duties hereunder and comply with HIPAA, the parties will amend this Agreement accordingly.

J. MUTUAL INDEMNIFICATION

- a. Each party shall defend indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of (a) a Party’s gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

K. GENERAL PROVISIONS

- a. Monitoring and Auditing: CHA shall have the right to periodically monitor activities and ensure that monitoring obligations, and related reporting responsibilities comply with CHA’s obligations to OHA. Including without limitation the auditing and monitoring obligations set forth in this Agreement.
- b. Where OHA or CHA determines that the **Grantee/Partner** have not performed satisfactorily, CHA reserves the right to revoke this contract or written agreement, including without limitation, any delegation of activities or obligations as specified therein.
- c. Force Majeure: Neither party shall be liable nor deemed to be in default for any delay, interruption or failure in performance under this Agreement that results, directly or indirectly, from Acts of God, civil or military authority, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, riots, civil disturbances, strike or other work interruptions by either party’s employees, or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement upon the occurrence of any such event.
- d. Authority: The parties represent and warrant that they are free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.
- e. Entire Agreement: The making, execution and delivery of this Agreement by the parties has not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement and all exhibits attached hereto embodies the entire understanding of the parties with respect to the Agreement’s subject matter, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. This Agreement supersedes and terminates any previous oral or written agreements between the parties relating to this Agreement, and any such prior agreement is null and void. This Agreement

may be amended or modified only by an instrument in writing signed by both parties to this Agreement.

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

L. **NOTICES:** All notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (a) by personal delivery (in which case such notice shall be deemed given on the date of delivery); (b) by next business day courier service (e.g., Federal Express, UPS or other similar service) (in which case such notice shall be deemed given on the first business day following the date of deposit with the courier service); or (c) by United States mail, first class postage prepaid (in which case such notice shall be deemed given on the third (3rd) day following the date of deposit with the United States Postal Service), and properly addressed as follows:

If to **Grantee/Partner:** [Redacted]
[Redacted]
[Redacted]
[Redacted]

If to **CHA:** Cascade Health Alliance
Attn: Tayo Akins, CEO & President
Klamath Falls, OR 97601

The parties agree that if any term or provision of this Agreement is declared by court of competent jurisdiction to be invalid, void or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below.

The Trust for Public Land

Cascade Health Alliance, LLC

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: 9/20/2021

DocuSigned by:
By:  _____
68120D441789405...

Name: Tayo Akins

Title: CEO

Date: 9/29/2021

**Attachment A
Project Budgets**

Cascade Health Alliance Community benefit initiatives Grant Budget

**Proposed Budget for: Chiloquin
Green Schoolyard**

**Organizations Name: The Trust for
Public Land**

**Proposed budget submission date:
06/29/2021**

Contact Person (Name/Title/Office Phone/Cell Phone): [REDACTED]

Business Address: 15 SW Colorado Ave #100, Bend, OR 97702

Project Revenue	Requested Amount \$	Committed Amount \$	In-Kind Contribution	Sub-Total \$	Explanation
CHA	\$50,000.00	\$	\$	\$	SHARE Initiative Sponsorship Application
Total Expected Income for Project				\$ 50,000	

Project Expenses	Amount \$	Explanation
Site preparation of the new schoolyard and constructions	25,000.00	The site preparation of the new schoolyard and construction of the outdoor classroom, play area, and covered basketball court.
The native plants and landscaping	25,000.00	The cultivation of the native plants and landscaping associated with the outdoor classroom and play area.
Total Expected Costs	\$50,000.00	

EXHIBIT Error! Reference source not found.

Required OHP Contract Provisions

Cascade Comprehensive Care, Inc. (“Contractor”) has entered into a Health Plan Services Contract, Coordinated Care Organization Contract with the State of Oregon, acting by and through its Oregon Health Authority (“OHA”), Division of Medical Assistance Programs (“DMAP”) and Addictions and Mental Health Division (“AMH”) to provide and pay for Coordinated Care Services (the “OHP Contract”). The OHP Contract requires that the provisions in this Exhibit be included in any subcontracts and contracts with Participating Providers. Contractor has entered into Services Agreement with Provider (the “Agreement”) to arrange for Provider to be a Participating Provider for Cascade Health Alliance, LLC (CHA). This Exhibit is incorporated by reference into and made part of the Agreement with respect to goods and services rendered under the Agreement by Provider (the “Subcontractor”) to enrollees of Contractor who are enrolled in the Oregon Health Plan Medicaid managed care program (“Members”). In the event of a conflict or inconsistency between any term or condition in the Agreement relating to goods and services rendered to Members who are enrolled in the Oregon Health Plan Medicaid managed care program and this Exhibit, this Exhibit shall control.

Subcontractor shall comply and cause all Provider Professionals to comply with the provisions in this Exhibit to the extent that they are applicable to the goods and services provided by Subcontractor under the Agreement (“Services”); provided, however, that the Agreement shall not terminate or limit Contractor’s legal responsibilities to OHA for the timely and effective performance of Contractor’s duties and responsibilities under the OHP Contract. Capitalized terms used in this Exhibit, but not otherwise defined in this Exhibit or the Agreement shall have the same meaning as those terms in the OHP Contract, including definitions incorporated therein by reference.

1. **OHA.** To the extent any provision in the OHP Contract applies to Contractor with respect to the Services Contractor is providing to OHA through the Agreement, that provision shall be incorporated by reference into the Agreement and shall apply equally to Subcontractor. OHA will receive the benefit of Subcontractor’s performance as if the Subcontractor were the Contractor with respect to the OHP Contract, Exhibit D, Sections 1, 2, 3, 4, 13, 14, 17, 18 and 22.
2. **Termination for Cause.** In addition to pursuing any other remedies allowed at law or in equity or by the Agreement, the Agreement may be terminated by Contractor, or Contractor may impose other sanctions against Subcontractor, if the Subcontractor’s performance is inadequate to meet the requirements of the OHP Contract.
3. **Monitoring.**
 - 3.1. *By Contractor.* Contractor will monitor the Subcontractor’s performance on an ongoing basis and perform at least once a year a formal review of compliance with delegated responsibilities and Subcontractor’s performance, deficiencies or areas for improvement, in accordance with 42 CFR 438.230. Upon identification of deficiencies or areas for improvement, Subcontractor shall take the Corrective Action identified by Contractor. Contractor shall oversee and be held accountable for any functions or responsibilities it delegates to Subcontractor.

3.2. *By OHA.* Subcontractor agrees that OHA is authorized to monitor compliance with the requirements in the Statement of Work under the OHP Contract and that methods of monitoring compliance may include review of documents submitted by Subcontractor, OHP Contract performance review, Grievances, on-site review of documentation or any other source of relevant information.

4. **Federal Medicaid Managed Care.** Subcontractor shall comply with the requirements of 42 CFR §438.6 that are applicable to the Services required under the Agreement.

5. **Hold Harmless.** Subcontractor shall not hold OHA nor a Member receiving services liable for any costs or charges related to Contractor-authorized Covered Services rendered to a Member whether in an emergency or otherwise. Furthermore, Subcontractor shall not hold a Member liable for any payments for any of the following: (a) Contractor's or Subcontractor's debt due to Contractor's or Subcontractor's insolvency; (b) Covered Services authorized or required to be provided under the OHP Contract and the Agreement to a Member, for which (i) OHA does not pay Contractor; or (ii) Contractor does not pay Subcontractor under a contractual, referral, or other arrangement; and (c) Covered Services furnished pursuant to the Agreement, or a contractual, referral or other arrangement, to the extent that those payments are in excess of the amount that the Member would owe if Contractor provided the services directly. In no event shall Subcontractor bill Members for Covered Services in any amount greater than would be owed if Contractor provided the services directly, consistent with 42 CFR 438.106 and 42 CFR 438.230. Subcontractor may not initiate or maintain a civil action against a Member to collect any amounts owed by the Contractor for which the Member is not liable to the Subcontractor under the Agreement. Nothing in this paragraph 5 shall impair the right of the Subcontractor to charge, collect from, attempt to collect from or maintain a civil action against a Member for any of the following: (a) deductible, copayment, or coinsurance amounts, (b) health services not covered by the Contractor or the OHP Contract, and (c) health services rendered after the termination of the Agreement, unless the health services were rendered during the confinement in an inpatient facility and the confinement began prior to the date of termination of the Agreement or unless the Subcontractor has assumed post-termination treatment obligations under the Agreement.

6. **Continuation.** Subcontractor shall continue to provide Covered Services during periods of Contractor insolvency or cessation of operations through the period for which CCO Payments were made to Contractor.

7. **Billing and Payment.** Subcontractor shall not bill Members for services that are not covered under the OHP Contract unless there is a full written disclosure or waiver (also referred to as agreement to pay) on file signed by the Member, in advance of the service being provided, in accordance with OAR 410-120-1280.

8. **Reports.** Subcontractor shall provide timely access to records and facilities and cooperate with OHA in collection of information through consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with the OHP Contract, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes.

9. **Quality Improvement.** In conformance with 42 CFR 438 Subpart E, Subcontractor shall cooperate with OHA by providing access to records and facilities for the purpose of an annual, external, independent professional review of the quality outcomes and timeliness of, and access to, Services provided under the OHP Contract.

10. **Access to Records.** Subcontractor shall maintain all financial records relating to the OHP Contract in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Subcontractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subcontractor, whether in paper, electronic or other form, that are pertinent to the OHP Contract (the "Records") in such a manner as to clearly document Subcontractor's performance. Subcontractor shall provide timely and reasonable access to Records to: (a) OHA; (b) the Secretary of State's Office; (c) DHHS; (d) the Comptroller General of the United States; (e) the Oregon Department of Justice Medicaid Fraud Control Unit; and (g) all their duly authorized representatives, to perform examinations and audits, make excerpts and transcripts, and evaluate the quality, appropriateness and timeliness of services performed. Subcontractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilities for such a review or audit. Subcontractor shall retain and keep accessible all Records for the longer of: (a) for non-clinical records, six years following final payment and termination of the OHP Contract; (b) for Clinical Records, seven years following the Date of Service; (c) the period as may be required by applicable law, including the records retention schedules set forth in OAR Chapters 410 and 166; (d) the retention period specific by the OHP Contract for certain kinds of records; or (e) until the conclusion of any audit, controversy or litigation arising out of or related to the OHP Contract. The rights of access in this paragraph 10 are not limited to the required retention period, but shall last as long as the Records are retained.

11. **Clinical Records and Confidentiality of Member Records.** Subcontractor shall comply with Contractor's policies and procedures that ensure maintenance of a record keeping system that includes maintaining the security of records as required by the Health Insurance Portability and Accountability Act, 42 USC 1320d et. seq., and the federal regulations implementing the Act ("HIPAA"), and complete Clinical Records that document the Coordinated Care Services received by the Members. Contractor shall regularly monitor Subcontractor's compliance with these policies and procedures and Subcontractor shall be subject to and comply with any Corrective Action taken by Contractor that is necessary to ensure Subcontractor compliance.

12. **Reporting of Abuse.** Subcontractor shall comply with all patient abuse reporting requirements and fully cooperate with the State for purposes of ORS 124.060 et.seq. ORS 419B.010 et.seq., ORS 430.735 et.seq., ORS 433.705 et.seq., ORS 441.630 et.seq., and all applicable Administrative Rules. In addition, Subcontractor shall comply with all protective services, investigation and reporting requirements described in OAR 943-045-0250 through 943-045-0370, ORS 430.735 through 430.765, ORS 124.005 to 124.040 and ORS 441.650 to 441.680. The requirements in this Section 12 include all patients observed in an office setting.

13. **Fraud and Abuse.** Subcontractor shall comply with Contractor's Fraud and Abuse policies to prevent and detect Fraud and Abuse activities as such activities relate to the Oregon Health Plan ("OHP"), and shall promptly refer all suspected cases of Fraud and Abuse to the Contractor and the

Medicaid Fraud Control Unit (“MFCU”) and OHA/DHS Provider Audit Unit (“PAU”). Subcontractor shall permit the MFCU or OHA/DHS PAU or both to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of Subcontractor, as required to investigate an incident of Fraud and Abuse. Subcontractor shall cooperate with the MFCU and OHA/DHS PAU investigator during any investigation of Fraud and Abuse. Subcontractor shall provide copies of reports or other documentation regarding any suspected Fraud at no cost to MFCU or OHA/DHS PAU during an investigation.

14. **Certification.** Subcontractor certifies that all claims data submissions by the Subcontractor, either directly or through a third party submitter, is and will be accurate, truthful and complete in accordance with OAR 410-141-3320 and OAR 410-120-1280. Subcontractor shall submit Valid Claims for services including all the fields and information needed to allow the claim to be processed without further information from Subcontractor, and, unless an alternative payment schedule has been mutually agreed upon, within time frames that assure all corrections have been made within four months of the Date of Service.

15. **Mental Health Services and Substance Use Disorder Services.**

15.1. *Client Process Monitoring System Data.* If Subcontractor provides Mental Health Services and/or substance use disorder services, Subcontractor shall provide to OHA within 30 days of Member admission or discharge all the information required by OHA’s Measures and Outcomes Tracking System (MOTS) or OHA’s most current data system.

15.2. *Community Services.* If Subcontractor provides substance use disorder services, Subcontractor shall provide to Members, to the extent of available community resources and as clinically indicated, 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.

15.3. *Training.* Where Subcontractor provides substance use disorder services and evaluates Members for access to and length of stay in substance use disorder services, Subcontractor represents and warrants that it has the training and background in substance use disorder services and working knowledge of American Society of Addiction Medicine Patient Placement Criteria for the Treatment of Substance-Related Disorders, Second Edition-Revised (PPC-2R).

15.4 *Wraparound Services.* To the extent Subcontractor is a Day Treatment, PRTS, SAIP or SCIP provider, Subcontractor shall comply with relevant requirements for wraparound services, including without limitation, having an understanding of Wraparound values and principles and the provider’s role within the child and family team, and collaborating and participating in the Wraparound process.

16. **State Provisions.** Subcontractor shall comply with all State and local laws, rules, regulations, executive orders, ordinances, reporting tools/templates and all amendments thereto, that are in effect on the effective date of this Agreement or come into effect during the term of the Agreement, applicable to the OHP Contract or to the performance of Services under the Agreement, including but

not limited to the following: (a) ORS Chapter 659A.142; (b) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations; (c) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (d) all other OHA Rules in OAR Chapter 410; (e) rules in OAR Chapter 309, Divisions 012, 014, 015, 018, 019, 022, 032 and 040, pertaining to the provision of mental health services; (f) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (g) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737. These laws, rules, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the Services and required by law to be so incorporated. Subcontractor shall comply with the applicable provisions of ORS 279B.220, ORS 279B.225, 279B.230, 279B.235 and 279B.270. Subcontractor shall, to the maximum extent economically feasible in the performance of the Agreement pertinent to the OHP Contact, 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 products" is defined in ORS 279A.010(1)(ii)).

17. **Americans with Disabilities Act.** In compliance with the Americans with Disabilities Act, any written material that is generated and provided by Subcontractor under the Agreement to Members, including Medicaid-Eligible Individuals, shall, at the request of such individuals, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. Subcontractor shall not be reimbursed for costs incurred in complying with this provision. Subcontractor shall cause all subcontractors under this Agreement to comply with the requirements of this provision.

18. **Information/Privacy/Security/Access.** If the items or services provided under the Agreement permits Subcontractor 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 Contractor access to such OHA Information Assets or Network and Information Systems, Subcontractor shall comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "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.

19. **Governing Law, Consent to Jurisdiction.** The Agreement shall 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, the "claim") between the OHA (or any other agency or department of the State of Oregon) and Subcontractor that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court of the District of Oregon. In no event shall this paragraph 19 be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. **SUBCONTRACTOR, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

20. **Independent Contractor.**

20.1. *Not an Employee of the State.* Subcontractor represents and warrants that it is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

20.2. *Current Work for State or Federal Government.* If Subcontractor is currently performing work for the State of Oregon or the federal government, Subcontractor by signature to the Agreement represents and warrants that Subcontractor's Services to be performed under the Agreement creates 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 Subcontractor currently performs work would prohibit Subcontractor's Services under the Agreement or the OHP Contract. If compensation under the Agreement is to be charged against federal funds, Subcontractor certifies that it is not currently employed by the federal government.

20.3. *Taxes.* Subcontractor is responsible for all federal and State of Oregon taxes applicable to compensation paid to Subcontractor under the Agreement, and unless Subcontractor is subject to backup withholding, OHA and Contractor will not withhold from such compensation any amount to cover Subcontractor's federal or State tax obligations. Subcontractor shall not be eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Subcontractor under the Agreement, except as a self-employed individual.

20.4. *Control.* Subcontractor shall perform all Services as an independent contractor. Subcontractor understands that Contractor reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of Services; however, Contractor may not and will not control the means or manner of Subcontractor's performance. Subcontractor is responsible for determining the appropriate means and manner of performing the Services.

21. **Representations and Warranties.** Subcontractor represents and warrants to Contractor that: (a) Subcontractor has the power and authority to enter into and perform the Agreement; (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Subcontractor enforceable in accordance with its terms, (c) Subcontractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subcontractor will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in Subcontractor's industry, trade or profession; and (d) Subcontractor shall, at all times during the term of the Agreement, be qualified, professionally competent, and duly licensed to perform the Services. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

22. **Assignment, Successor in Interest.** Subcontractor shall not assign or transfer its interest in the Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other matter, without prior written consent of Contractor. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Contractor and OHA may deem necessary, including but not limited to Exhibit B, Part 8 and Exhibit D of the OHP Contract. No approval by Contractor of any assignment or transfer of interest shall be deemed to create any obligation of Contractor in addition to those set forth in the Agreement. The provisions of the Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

23. **Subcontracts.** Where Subcontractor is permitted to subcontract certain functions of the Agreement, Subcontractor shall notify Contractor, in writing, of any subcontract(s) for any of the Services other than information submitted pursuant to Exhibit G of the OHP Contract. In addition, Subcontractor shall ensure that any subcontracts are in writing and include all the requirements set forth in this Exhibit that are applicable to the service or activity delegated under the subcontract. The Agreement does not delegate or subcontract, and shall not be construed as delegating or subcontracting, the oversight and monitoring of Quality Improvement activities or Adjudication of final Appeals in a Member Grievance and Appeal process.

24. **Severability.** If any term or provision of the OHP Contract, the Agreement or this Exhibit 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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the OHP Contract, the Agreement or this Exhibit did not contain the particular term or provision held to be unlawful.

25. **Limitations of Liabilities.** Subcontractor agrees that OHA and Contractor shall not be held liable for any of Subcontractor's debts or liabilities in the event of insolvency.

26. **Compliance with Federal Laws.** Subcontractor shall comply with federal laws as set forth or incorporated, or both, in the OHP Contract and all other federal laws applicable to Subcontractor's performance relating to the OHP Contract or the Agreement. For purposes of the OHP Contract and the Agreement, all references to federal laws are references to federal laws as they may be adopted, amended or repealed from time to time. In addition, unless exempt under 45 CFR Part 87 for Faith-Based Organizations, or other federal provisions, Subcontractor shall comply with the following federal requirements to the extent that they are applicable to the OHP Contract and the Agreement:

26.1. *Federal Provisions.* Subcontractor shall comply with all federal laws, regulations, and executive orders applicable to the OHP Contract or to the delivery of Services under the Agreement. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the OHP Contract and the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, and Title IX of the Education Amendments of 1972 (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) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) the Mental Health Parity and Addiction Equity Act of 2008, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws, and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (k) all federal laws governing operation of community mental health programs, including without limitation, 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 the OHP Contract and the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.

26.2. *Equal Employment Opportunity.* If the OHP Contract, including amendments, is for more than \$10,000, then Subcontractor shall 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).

26.3. *Clean Air, Clean Water, EPA Regulations.* If the amount of compensation under the Agreement, including amendments, exceeds or is likely to exceed \$100,000 then Subcontractor shall 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 to OHA, the U.S. Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Subcontractor shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this subparagraph.

26.4. *Energy Efficiency.* Subcontractor shall 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).

26.5. *Truth in Lobbying.* Subcontractor certifies, to the best of the Subcontractor’s knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, 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, the Subcontractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

c. Subcontractor shall require that the language of this certification 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 requirements of this Subsection 26.5 are material. The certification described above is a prerequisite for making or entering into the Agreement imposed by Section 1352, Title 31, USC. Subcontractor recognizes that any person who violates those provisions shall be subject to the imposition of 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 Subcontractor under the Agreement shall be used other than for normal and recognized executive legislative relationships; for publicity or propaganda purposes; or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio or television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature, 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.

f. No part of any federal funds paid to Subcontractor under the Agreement 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 Subsections (e) and (f) 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 Subcontractor under the Agreement 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.

26.6. *HIPAA Compliance.* Subcontractor acknowledges and agrees that Contractor is a “covered entity” for purpose of the privacy and security provisions of HIPAA. Accordingly, Subcontractor shall comply with HIPAA and the following:

a. Individually Identifiable Health Information (“IIHI”) about specific individuals is protected from unauthorized use or disclosure consistent with the requirement of HIPAA. IIHI relating to specific individuals may be exchanged between Subcontractor and Contractor and between Subcontractor and OHA for purposes directly related to the provision of services to Members which are funded in whole or in part under the OHP Contract. However, Subcontractor shall not use or disclose

any IIHI about specific individuals in a manner that would violate (i) the HIPAA Privacy Rules in 45 CFR Parts 160 and 164; (ii) the OHA Privacy Rules, OAR 407-014-0000 et.seq., or (iii) the 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://apps.state.or.us/cf/FORMS/>, Form number ME2090 Notice of Privacy Practices, or may be obtained from OHA.

b. Subcontractor shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rule in 45 CFR Part 164 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 State and federal laws and the terms and conditions of the OHP Contract and the Agreement. Security incidents involving Member Information must be immediately reported to the Contractor's privacy officer and to the Oregon Department of Human Services' ("DHS") Privacy Officer.

c. Subcontractor shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS Electronic Data Transmission ("EDT") Rules, Chapter 401 OAR Division 120. If Contractor intends to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or enrollment information, authorizations or other electronic transactions, Subcontractor shall execute an EDT Trading Partner Agreement with OHA and comply with OHA EDT Rules.

d. If Subcontractor reasonably believes that the Subcontractor's, 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, Subcontractor shall promptly consult Contractor or the OHA HIPAA officer. Subcontractor or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

26.7. *Resource Conservation and Recovery.* Subcontractor shall comply and cause all its 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.

26.8. *Audits.* Subcontractor shall comply with applicable audit requirements and responsibilities set forth in the OHP Contract, this Agreement and applicable state or federal law.

26.9. *Debarment and Suspension.* In accordance with 42 CFR 438.808(b), Subcontractor represents and warrants that it is not excluded by the U.S. Department of Health and Human Services Office of the Inspector General or 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." Subcontractor further represents and warrants the following:

26.9.1 Subcontractor is not controlled by a sanctioned individual;

26.9.2 Subcontractor does not have a contractual relationship 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;

26.9.3 Subcontractor does not employ or contract, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with any of the following:

26.9.3.1 Any individual or entity excluded from participation in federal health care programs, or

26.9.3.2 Any entity that would provide those services through an excluded individual or entity.

26.9.4. Subcontractor shall immediately notify Contractor of any change in circumstance related to the representations and warranties contained in this Section.

26.10. *Drug-Free Workplace.* Subcontractor shall comply and cause all its subcontractors to comply with the following provisions to maintain a drug-free workplace:

a. Subcontractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Subcontractor's workplace or while providing services to Members. Subcontractor's notice shall specify the actions that will be taken by Subcontractor against its employees for violation of such prohibitions;

b. Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, Subcontractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;

c. Provide each employee to be engaged in the performance of services under the Agreement a copy of the statement mentioned in subparagraph 26.10.a above;

d. Notify each employee in the statement required by subparagraph 26.10.a that, as a condition of employment to provide services under the OHP Contract the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

e. Notify OHA and Contractor within ten days after receiving notice under subparagraph 26.10.d from an employee or otherwise receiving actual notice of such conviction;

f. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;

g. Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs 26.10.a through 26.10.f;

h. Require any subcontractor to comply with subparagraphs 26.10.a through 26.10.g;

i. Neither Subcontractor, nor any of Subcontractor's employees, officers, agents or subcontractors may provide any service required under the Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Subcontractor or Subcontractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Subcontractor or Subcontractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to Members or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities;

j. Violation of any provision of this subparagraph 26.10 may result in termination of the Agreement and the OHP Contract.

26.11. *Pro-Children Act.* Subcontractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

26.12. *Clinical Laboratory Improvements.* Subcontractor and any laboratories used by Subcontractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438, which require that all laboratory testing sites providing services under the OHP Contract shall have either a Clinical Laboratory Improvement Amendments ("CLIA") certificate of waiver or a certificate of registration along with a CLIA identification number. Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of the waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

26.13. *OASIS.* To the extent applicable, Subcontractor shall comply with the Outcome and Assessment Information Set ("OASIS") reporting requirements and patient notice requirements for skilled services provided by Home Health Agencies, pursuant to the CMS requirements published in 42 CFR 484.20, and such subsequent regulations as CMS may issue in relation to the OASIS program.

26.14. *Patient Rights Condition of Participation.* To the extent applicable, Subcontractor shall comply, and shall require any 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 Exhibit, hospitals include short-term, psychiatric, rehabilitation, long-term, and children's hospitals.

26.15. *Federal Grant Requirements.* Subcontractor shall not expend any of the funds paid under the Agreement for roads, bridges, stadiums, or any other item or service not covered under the Oregon Health Plan. To the extent applicable to Subcontractor or to the extent required by OHA, Subcontractor must 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).

26.16. *Title II of the Americans with Disabilities Act.* Subcontractor shall comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

26.17 *Additional Medicaid and CHIP.* Subcontractor shall comply with all applicable federal and State laws and regulations 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

26.18 *Home Health Care Services.* Contractor and Subcontractor are prohibited from paying for an item or service (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital) for home health care services provided by an agency or organization, unless the agency provides the state with a surety bond as specified in Section 1861(o)(7) of the Social Security Act.

27. **Marketing to Potential Members.** To the extent applicable, Subcontractor shall comply, and ensure its subcontractors and agents comply, with the marketing requirements in Exhibit B-Part 3 to the OHP Contract. Without limiting the foregoing, Subcontractor shall: (a) ensure that, before enrolling, the

Potential Member receives the accurate oral and written information the Potential Member needs to make an informed decision on whether to enroll with Contractor; (b) not distribute any Marketing Materials without first obtaining OHA approval; (c) distribute the Marketing Materials to its entire Service Area as indicated in the Contract; (d) not seek to compel or entice Enrollment in conjunction with the sale of or offering of any private insurance; (e) not seek to initiate contact nor Market independently to potential Clients, directly or through any agent or independent contractor, in an attempt to influence an OHP Client's Enrollment with Contractor, without the express written consent of OHA; (f) not conduct, directly, door-to-door, telephonic, mail, electronic, or other Cold Call Marketing practices to entice a Client to enroll with Contractor, or to not enroll with another OHP contractor. Furthermore, Subcontractor understands that OHA must approve, prior to distribution, any written communication by Subcontractor that (a) is intended solely for Members, and (b) pertains to provider requirements for obtaining coordinated care services, care at service site or benefits. Notwithstanding anything to the contrary in this paragraph 27, Subcontractor may post a sign listing all OHP Coordinated Care Organizations to which Subcontractor belongs and display Coordinated Care Organization-sponsored health promotional materials. Subcontractor's communications that express participation in or support for Contractor shall not constitute an attempt to compel or entice a Potential Member's enrollment. Subcontractor shall comply with OHA Materials Submission and Approval Form. Subcontractor understands that OHA will develop guidelines through a transparent public process, and that the guidelines will include, but are not limited to: (1) a list of communication or Outreach Materials subject to review by OHA; (2) a clear explanation of OHA's process for review and approval of Marketing Materials; (3) a process for appeals of OHA's edits or denials; (4) a Marketing Materials submission form to ensure compliance with PHP Marketing rules; and (5) an update of plan availability information submitted to the OHA on a monthly basis for review and posting.

28. **Workers' Compensation Coverage.** If Subcontractor employs subject workers, as defined in ORS 656.027, then Subcontractor shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirements for an exemption under ORS 656.126(2). If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

29. **Third Party Resources.**

29.1. *Provision of Covered Services.* Subcontractor may not refuse to provide Covered Services to a Member because of a Third Party Resource's potential liability for payment for the Covered Services.

29.2. *Reimbursement.* Subcontractor understands that where Medicare and Contractor have paid for services, and the amount available from the Third Party Liability is not sufficient to satisfy the Claims of both programs to reimbursement, the Third Party Liability must reimburse Medicare the full amount of its Claim before any other entity, including Subcontractor, may be paid. In addition, if a Third Party has reimbursed Subcontractor, or if a Member, after receiving payment from a Third Party Liability, has reimbursed Subcontractor, the Subcontractor shall reimburse Medicare up to the full amount the Subcontractor received, if Medicare is unable to recover its payment from the remainder of the Third Party Liability payment.

29.3. *Confidentiality.* When engaging in Third Party Resource recovery actions, Subcontractor shall comply with federal and State confidentiality requirements, described in Exhibit B, Part 8 and Exhibit E of the OHP Contract.

29.4. *No Compensation.* Except as permitted by the OHP Contract including Third Party Resources recovery, Subcontractor may not be compensated for Services performed under the OHP Contract from any other department of the State, nor from any other source including the federal government.

29.5. *Third Party Liability.* Subcontractor shall maintain records of Subcontractor's actions related to Third Party Liability recovery, and make those records available for Contractor and OHA review.

29.6. *Right of Recovery.* Subcontractor shall comply with 42 USC 1395y(b), 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 Subcontractor.

29.7. *Disenrolled Members.* If OHA retroactively disenrolls a Member at the time the Member acquired Third Party Liability insurance, pursuant to OAR 410-141-3080(2)(b)(D) or 410-141-3080(3)(a)(A), Subcontractor may not seek to collect from a Member (or any financially responsible Member Representative) or any Third Party Liability, any amounts paid for any Covered Services provided on or after the date of Disenrollment.

29.8 Subcontractor shall cooperate with Contractor in the implementation of policies and procedures to identify and obtain payment from third parties.

30. **Preventive Care.** Where Subcontractor provides Preventive Care Services, all Preventive Care Services provided by Subcontractor to Members shall be reported to Contractor and shall be subject to Contractor's Medical Case Management, Dental Case Management and Record Keeping responsibilities.

31. **Accessibility.**

31.1. *Timely Access, Hours.* Subcontractor shall meet OHP standards for timely access to care and services, taking into account the urgency of the need for services as specified in OAR 410-141-3220. This requirement includes that Subcontractor offer hours of operation that are not less than the hours of operation offered to Contractor's commercial members (as applicable) and non-Members as provided in OAR 410-141-3220.

31.2. *Special Needs.* Subcontractor and Subcontractor's facilities shall meet the special needs of Members who require accommodations because of a disability or limited English proficiency.

32. **Member Rights.**

32.1. *Treating Members with Respect and Equality.* If Subcontractor is a Participating Provider, Subcontractor shall treat each Member with respect and with due consideration for his or her

dignity and privacy. In addition, Subcontractor shall treat each Member the same as other patients who receive services equivalent to Covered Services.

32.2. *Information on Treatment Options.* If Subcontractor is a Participating Provider, Subcontractor shall ensure that each Member receives information on available treatment options and alternatives in a manner appropriate to the Member's condition, preferred language and ability to understand.

32.3. *Participation Decisions.* If Subcontractor is a Participating Provider, Subcontractor shall allow each Member to participate in decisions regarding his or her healthcare, including the right to accept or refuse medical, surgical, Substance Use Disorders or mental health treatment and the right to execute directives and powers of attorney for health care established under ORS 127.505 to 127.660 and the OBRA 1990 -- Patient Self-Determination Act.

32.4. *Copy of Medical Records.* Subcontractor shall ensure that each Member is allowed to request and receive a copy of his or her medical records and request that they be amended or corrected as specified in 45 CFR 164.524 and 164.526.

32.5. *Exercise of Rights.* Subcontractor shall ensure that each Member is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the Subcontractor, its staff, its subcontractors, its Participating Providers, or OHA treat the Member.

33. **Grievance System.** Subcontractor shall cooperate with DHS's Governor's Advocacy Office, the OHA Ombudsman and hearing representatives in all of the OHA's activities related to Members' grievances, appeals and hearings including providing all requested written materials.

34. **Authorization of Service.** Subcontractor shall follow Contractor's procedures for the initial and continuing authorizations for services as defined in OAR 410-141-0000, which requires that any decision to deny a service authorization request or to authorize a service in an amount, duration or scope that is less than requested, be made by a Health Care Professional who has appropriate clinical expertise in treating the Member's health or mental health condition or disease in accordance with 42 CFR 438.210. In addition, Subcontractor must obtain authorization for Covered Services from Contractor, except to the extent prior authorization is not required or is prohibited in OAR 410 Chapter 141 or elsewhere in the OHP Contract Statement of Work.

34.1 Subcontractor shall comply with Contractor's policies and procedures to coordinate and preauthorize Dental Services that must be performed in an outpatient Hospital or ASC due to the age, disability, or medical condition of the Member.

35. **Non-Discrimination.** Subcontractor shall not discriminate between Members and non-OHP persons as it relates to benefits and services to which they are both entitled.

36. **Record Keeping System.** If Subcontractor is a Participating Provider, Subcontractor shall, based on written policies and procedures, develop and maintain a record keeping system that: (a) includes sufficient detail and clarity to permit internal and external review to validate encounter submissions and to assure Dentally Appropriate services are provided consistent with the documented needs of the

Member; (b) conforms to accepted professional practice; and (c) allows the Subcontractor to ensure that data submitted to Contractor is accurate and complete by: (i) verifying the accuracy and timeliness of reported data; (ii) screening the data for completeness, logic, and consistency; and (iii) collecting service information in standardized formats to the extent feasible and appropriate.

36.1 Subcontractor shall provide data used for analysis of delivery system capacity, consumer satisfaction, financial solvency, encounters, utilization, quality improvement, and other reporting requirements under the Agreement to Contractor sufficiently in advance to allow Contractor to reasonably meet its reporting obligations under the OHP Contract.

37. **Enrollment; Unique Provider Identification Number.** Subcontractor shall require each of its Physicians and other qualified providers, if any, to enroll with OHA and have a unique provider identification number that complies with 42 USC 1320d-2(b).

38. **Accreditation.** If Subcontractor is a Participating Provider and provides programs or facilities that are not required to be licensed or certified by a State of Oregon board or licensing agency, then such programs or facilities operated by Subcontractor shall be accredited by nationally recognized organizations recognized by OHA for the services provided or The Joint Commission where such accreditation is required by OHA rule to provide the specific service or program.

39. **Advocacy.** Except as provided in the OHP Contract, Contractor shall not prohibit or otherwise limit or restrict Subcontractor's Health Care Professionals acting within the lawful scope of practice, from advising or advocating on behalf of a Member, who is a patient of the professional, for the following: (a) for the Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered, that is Dentally Appropriate even if such care or treatment is not covered under the OHP Contract or is subject to Co-Payment; (b) any information the Member needs in order to decide among relevant treatment options; (c) the risks, benefits, and consequences of treatment or non-treatment; and (d) the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

40. **Health Information Technology.** Subcontractor shall comply with Contractor's policies and procedures relating to electronic health information exchange to support the exchange of patient health information among Participating Providers.

41. **No Actions.** To the extent Subcontractor is a Participating Provider, Subcontractor represents and warrants that neither the state nor federal government has brought any past or pending investigations, legal actions, administrative actions, or matters subject to arbitration involving the Subcontractor, including key management or executive staff, over the past three years on matters relating to payments from governmental entities, both federal and state, for healthcare or prescription drug services.

42. **Notice of Termination.** Subcontractor acknowledges and agrees that Contractor will provide written notice of the termination of Subcontractor's agreement with Contractor to provide Covered

Services to Members, within 15 calendar days of such termination, to each Member who received his or her primary care from, or was seen on a regular basis by, the Subcontractor.

43. **Subrogation.** Subcontractor agrees to subrogate to OHA any and all claims the Contractor or Subcontractor has or may have against manufacturers, wholesale or retail suppliers, sales representatives, testing laboratories, or other providers or subcontractors in the design, manufacture, marketing, pricing or quality of drugs, pharmaceuticals, medical supplies, medical devices, durable medical equipment or other products.

44. **Stop-Loss Documentation and Protection.** As required by Exhibit H of the OHP Contract, if Subcontractor participates in a Practitioner Incentive Plan under the Agreement that places Subcontractor at Substantial Financial Risk, Subcontractor shall maintain PIP Stop-Loss Protection. Subcontractor shall submit stop-loss documentation to Contractor in accordance with Contractor's policies and procedures.