2022 Annual SHARE Initiative Spending Plan Template

Due: December 31, 2022

Overview

The SHARE Initiative (Supporting Health for All through Reinvestment) was created through Enrolled Oregon House Bill 4018 (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). For details, see OHA's SHARE Initiative guidance document. SHARE Initiative guidance is posted to 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 three years[1] of OHA's approval of the same year's SHARE Initiative spending plan; a one-year extension may be requested (four years total).

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;
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 December 31[2]of each contract year, the CCO shall submit a SHARE Initiative Spending Plan to OHA for review and approval. The spending plan will identify how the CCO 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 will capture from CCOs how they are meeting these contractual requirements.

SHARE Initiative Reporting

A. By June 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*.
   - **Annual SHARE Initiative Spend-Down** in Exhibit L6.71 to track year-over-year SHARE spending and to tie such spending to the appropriate year's SHARE Initiative Spending Plan.
   - **Annual SHARE Detailed Spending Report** using the detailed spending report template.

B. By December 31, each CCO must complete the **Annual SHARE Initiative Spending Plan** described in this document for the *prior year's financials*.

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

[1] See the 2022 contract waiver memo (12/13/2021), which extends the spend-down period from two years to three years. CCOs still have the option to request a one-year extension.

[2] See the 2022 contract waiver memo (12/13/2021), which extends the spending plan due date to 12/31. (CCOs may submit it any time from 9/30/2022 through 12/31/2022). OHA will notify each CCO about the approval status of its plan within 30 days of receipt. In the event a CCO's plan cannot be approved as submitted, OHA will work with the CCO to resolve the identified deficiencies as quickly as possible.

2022 SHARE Initiative Spending Plan Template

CCO contact: **Chanel Smith**

Instructions:

- Respond to items 1–11 below using this template.
- Be clear and concise. Do not exceed 20 pages (not including the required attachments).
- Your submission must include the formal agreement with each of the SDOH-E partners as 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.
- All file names must clearly reflect the content (for example, CCOxyz_SHARE_Item8).
- Only submit materials pertinent to this spending plan.

Submit your plan to CCO.MCODeliverableReports@dhsoha.state.or.us by December 31.

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)***
   $150,000

Section 2: SHARE Initiative Spending Plan

Spending plan summary

2. **Summarize the work your CCO is funding through this year's SHARE Initiative. At a high level, briefly describe 1) project titles; 2) what activities are being funded; and 3) what populations will be served.**

Tater Tots Pediatric Therapy (Tater Tots): This project is split between Tater Tots two goals of providing clinical services for children with disabilities and providing programs that work to engage and benefit the community. Clinically, Tater tots plans to update the current clinical space to make it more accessible for patients and their families.

Tater Tots plans to implement two monthly parent support groups, and to implement a quarterly new parent education program. The two support groups will be provided for parents of children with disabilities as well as for new parents. The goal of these support groups will be to help improve the mental health of parents by giving them an opportunity to make connections and share successes, learning opportunities, and worries with other parents who are going through the same things. Another goal of the program is to help improve childhood health by giving parents a safe environment to bring up questions and concerns that they may not be able to have addressed in any other setting. The goal of the new parent education program is like that of the support groups, and the hope is that many of the families will transition from the education program to a support group. Topics will include proper car seat fitting, education on Sudden Infant Death Syndrome (SIDS) and ways to help prevent it, education on typical child development and milestones, and information on developmentally appropriate toys and activities for the home. This will also serve as an early identification program for children with disabilities, as it will provide parents with the information and resources to seek assistance if they feel that their child is not developing appropriately.

Tater Tots is requesting funding to implement a gaming club for children and adolescents in the Klamath Basin. The goal of this program is not only to increase community engagement amongst young people, but also to help them improve their mental health through making meaningful connections with others while working on social skills, problem-solving skills, and other life skills. While gaming can be a very social experience, technology has made it so players often interact only through voice chat or not at all. This group will give young people and opportunity to interact with each other face-

to-face while gaming, which is particularly important in a rural community such as the Klamath Basin where those opportunities are rare. This group will give children and adolescents in this community and opportunity to form meaningful relationships with peers, find their own self-identity, and receive professional assistance in gaining important life skills.

Tater Tots plans to continue an annual Bike for Life camp, which was initiated in Klamath County in 2022. Tater Tots worked in conjunction with the Central Oregon Disability Services Network (CODSN) to bring this event to Klamath County, with the goal being that Tater Tots would continue to organize the event on their own moving forward. This program is a week-long day camp for individuals who want to learn to ride a bike. Volunteers and specially designed bikes are the key components of the program. The bikes are specially designed and modified to help support any level of experience, physical disability, and intellectual or developmental disability. This program will provide children and adolescents in the Klamath Basin and opportunity for independence and community engagement, as well as a lifelong skill that can be used to engage in physical activity.

The Harvest Box Project (Klamath Grown): The Harvest Box Project will develop and carry out a 16-weekHarvest Box subscription pilot program, similar to what is commonly known as a Community Supported Agriculture box. Harvest boxes will be delivered weekly to low-income households, specifically Klamath Tribal members and residents of the most remote areas in the County. The boxes will feature a variety of locally sourced vegetables and fruits from local farms as well as educational materials on how to prepare, cook and store the produce. Engaging educational videos featuring a different vegetable each week will be created and distributed to program participants through a variety of channels, including social media, email, text messages and partner websites.
This as a powerful way to get healthy, fresh food to those who most need it and to support our local farmers at the same time. Recipients of the Harvest Box will be empowered to try the produce they receive in their box each week to make simple, culturally appropriate, and nutritious meals for their families. This project will also inform the further development of VeggieRx CSA subscriptions to better meet the needs and provide equitable access to fresh, local food to the underserved population of Klamath County.

Klamath Falls Community Garden Relocation (Klamath Works): This project aims to relocate, expand, and enhance the Downtown Klamath Falls Community Garden. Forced to relocate due to the loss of the current community garden property, Klamath Works and partners have developed a plan that they believe will enhance the garden and offer increased access and utility for all Klamath Falls residents. They anticipate 50-100 families visiting the new community garden weekly, which will be located a block from the farmer's market at the corner of 9th and Walnut Streets featuring:

- Seventy garden beds for residents to use—more than doubling the number of beds in the current garden. The beds will be raised to accommodate all growers—including those with disabilities.
- Staff presence during the growing season to assist gardeners and visitors in planning, selecting best varieties, planting, enhancing growing, best ways to plant successively for continued yields, complementary plantings, harvesting and preparing delicious dishes with the garden produce.
- Weekly information presentations on-site during the growing season, which will address food and growing issues, healthy eating, and other health and wellness issues. These presentations will be developed and conducted by Klamath Works staff and by our partners (Healthy Klamath, Sky Lakes Wellness Center, Klamath County Public Health, and the OSU Extension Office.
- A beautifully landscaped and maintained space with flower beds, fruit, and decorative trees, and a decorative see-through but sturdy fence to protect the property during the evening and off-season hours.

Physical Activity Prompting and Decision Making Signage Project (Healthy Klamath): Aims to increase physical movement opportunities in our downtown corridor. Physical activity was identified in our Community Health Assessment and established as an area for improvement in our Community Health Improvement Plan. By increasing signage and exercise prompts and identifying key walking loops that are available for the community to get more physical activity through natural movement, which is identified as a Blue Zones best practice. Klamath Falls is lucky enough to have geothermal sidewalks that are safe to walk on year-round and connect community members to three

different parks. They hope that by installing signage with maps, distance and exercise prompts that people will utilize the sidewalks more year-round, especially in the winter months. The goal is to increase the amount of people being physically active throughout the year. They plan to install exercise prompts and signage on other asphalt/ADA accessible trails in addition to the geothermal ones. These signs/prompts will display different exercises that can be done on the trail using body weight or amenities nearby. These prompts will also encourage trail users to keep going to reach a certain distance. The CDC recognizes that having prompts to encourage physical activity can have an impact on overall health. Such signs would include encouragement for specific distances, nearby staircases, and helpful tips on navigating unfamiliar areas. Wayfinding and point of decision signage can increase the amount of community members utilizing resources and facilities. With signage and physical activity prompts, they hope to provide an equitable approach to physical activity, encouraging everyone to move more no matter what their capabilities are. Included in this effort they will develop a winter activity map that identifies all accessible trails, parks, and activities throughout the community. This map will not only highlight the location of spaces, but it will identify the ADA accessibility, list amenities and whether the trail is maintained through the winter months.

To track the impact of utilization on the sidewalks and paths we will measure using the city of Klamath Falls' Eco Counters, which will set a baseline. After the signage and maps are installed/developed we will measure how many people are utilizing it to see the impact of the decision-making signage.

CHP/statewide priorities

3. **Describe how your SHARE Initiative spending aligns with your CCO's shared community health improvement plan.**

The priorities areas of our shared CHIP are food insecurity: hunger, health promotion: access to services, mental health, physical activity, and substance use. Our SHARE Initiative Spending Plan aligns well with 4 of these CHIP priorities as shown by their objectives and strategies below:

Food Insecurity – Hunger: Improve overall access and utilization of food resources to decrease food insecurity.

Objective 1: Identify strategies in the remote communities to improve food security with quarterly engagement with partners, residents, and producers

Strategy 1: Partner with community stakeholders that have programs in remote areas to increase reach and connectivity to food

Strategy 2: Increase access to local foods and producers

Objective 2: Increase education and utilization of existing resources and programs in Klamath County with campaigns at least twice annually

Strategy 1: Leverage partnerships to build awareness of local programs

Strategy 2: Promotional campaign on food system

Health Promotion – Access to Services: Increase awareness and understanding of health services

Objective 1: Increase awareness of existing services, benefits, and eligibility by 5% as measured by community survey.

Strategy 1: Connect people with existing resources, create new content as needed and share with the public.

Strategy 2: Focus on accessibility.

Objective 2: Cross promote 3 events or programs per year.

Strategy 1: Better promote existing events and programs.

Strategy 2: Coordinate between organizations and run shared campaigns.

Objective 3: Increase awareness of health equity and literacy issues amongst the Healthy Klamath Network, providers and public by 10% as measured by community surveys.

Strategy 1: Promote health equity through our work.

Strategy 2: Ensure our work supports health literacy.

Mental Health: Decrease mental health stigma and promote awareness of mental health resources to increase community connection

Objective 1: Addressing isolation in Klamath Falls

Strategy 1: Events to decrease loneliness and increase connection of community members

Strategy 2: Community groups

Objective 2: Community mental health education campaigns

Strategy 1: Campaign to empower the community to place importance on personal mental health

Objective 3: Promotion of mental health focused community events, resources, and trainings

Strategy 1: Promote community mental health resources

Strategy 2: Promote trainings and events that focus on mental health

Physical Activity: Increase physical activity among all ages in all Klamath County

Objective 1: Increase awareness and access to physical activity opportunities in Klamath County

Strategy 1: Increase physical activity opportunities in parks, schools, and worksites

Strategy 2: Increase physical activity with built environment prompts

Strategy 3: Increase community awareness and education around physical activity

Strategy 4: Increase physical activity programming and events

4. **Describe how your SHARE Initiative spending addresses the statewide priority of housing-related services and supports, including supported housing.**

   2022 marked a new shared Community Health Improvement Plan for CHA and community partners and unfortunately was not finalized until late October. The new CHIP does not include housing as one of its main priorities but does however continue to keep it on its watchlist of areas needing continued focus. Due to this change, and the late notice in soliciting proposals for the SHARE grant, no proposals were received relating to housing-related services and supports. CHA directly reached out to several community partners and workgroups focused on housing and were informed that there were several projects in which proposals would be submitted for next year's spending plan in early 2023. CHA will continue to work with all community partners to find opportunities to include funding for housing-related services and supports and will work to ensure that this is prioritized for SHARE spending in 2023.

SDOH-E partners and domains

5. Using the box below, respond to items A–C for each SDOH-E partner. Duplicate the box for each partner included in your spending plan.

   A) Identify each SDOH-E partner that will receive a portion of SHARE Initiative funding.

   B) Identify the SDOH-E domains applicable to your SHARE spending for each partner.

   C) Indicate whether the partner agreement is a subcontract and if yes, attach an updated Subcontractor and Delegated Work Report.

A. Partner name: Tater Tots Pediatric Therapy

B. SDOH-E domain(s) for the SHARE activities being funded for this partner (check all that apply):

☒ Neighborhood and built environment

☒ Economic stability

☒ Education

☒ Social and community health

C. Is your CCO's agreement with this SDOH-E partner a subcontract as defined in CCO contract?

☐ Yes ☒ No

If yes, your submission must include the Subcontractor and Delegated Work Report updated for the subcontract/s, as required by the CCO contract.

A. Partner name: Klamath Grown

B. SDOH-E domain(s) for the SHARE activities being funded for this partner (check all that apply):

☒ Neighborhood and built environment

☒ Economic stability

☒ Education

☐ Social and community health

C. Is your CCO's agreement with this SDOH-E partner a subcontract as defined in CCO contract?

☐ Yes ☒ No

If yes, your submission must include the Subcontractor and Delegated Work Report updated for the subcontract/s, as required by the CCO contract.

A. Partner name: Healthy Klamath

B. SDOH-E domain(s) for the SHARE activities being funded for this partner (check all that apply):

☒ Neighborhood and built environment

☐ Economic stability

☒ Education

☒ Social and community health

C. Is your CCO's agreement with this SDOH-E partner a subcontract as defined in CCO contract?

☐ Yes ☒ No

If yes, your submission must include the Subcontractor and Delegated Work Report updated for the subcontract/s, as required by the CCO contract.

A. Partner name: Klamath Works

B. SDOH-E domain(s) for the SHARE activities being funded for this partner (check all that apply):

☒ Neighborhood and built environment

☒ Economic stability

☒ Education

☒ Social and community health

C. Is your CCO's agreement with this SDOH-E partner a subcontract as defined in CCO contract?

☐ Yes ☒ No

If yes, your submission must include the Subcontractor and Delegated Work Report updated for the subcontract/s, as required by the CCO contract.

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 community initiatives and the applications were reviewed with the lens of the SHARE Initiative criteria by the Health Equity Manager, Director of Quality & Health Equity, and the Executive Leadership Team at CHA. A shortlist of the projects (with their background, targets, and SHARE Initiative criteria) were presented at the December 2022 CAC Meeting for final feedback and approval. This was followed by drafting formal agreements with the project managers for each of the SDOH-E partners, which at the time of this submittal are being reviewed, signed, and returned to us for follow up submission.

7. **Attach your formal agreement with each of the SDOH-E partners described in item 5.** (See guidance for required contract components.) Have you attached an agreement for each of your SHARE partners? ☐ Yes ☒ No

   If no, please explain why not. Due to the delayed time in identifying SDOH-E partners to work with for this year's SHARE Initiative spending, executed agreements have not been signed and will be submitted once complete. Draft agreements are attached.

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

Community advisory council (CAC) role

9. **Describe your CAC's designated role in SHARE Initiative spending decisions.** (As appropriate, describe the ongoing engagement and feedback loop with the CAC as it relates to SDOH-E spending.)
   CHA's CAC reviewed an initial list of submitted proposals for the SHARE Initiative from CHA's SDOH-E partners. A summary of each proposal was presented at the December CAC meeting, and feedback was solicited on any concerns they saw, as well as areas they may want closely monitored via project outcomes and routine updates.

   Moving forward, the CAC will be updated on the progress of the projects quarterly throughout 2023, and their input and feedback will be shared back with SDOH-E partners throughout the life of the proposed projects.

Section 3: Additional details

10. **(*Optional*) 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.**
    Click here to enter text.

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

CASCADE HEALTH ALLIANCE SDOH GRANT PARTNER AGREEMENT

TATER TOTS PEDIATRIC THERAPY SHARE PROJECT

BETWEEN:	Cascade Health Alliance a duly licensed Oregon corporation	**("CHA")**
AND:	Tater Tots Pediatric Therapy	**("Grantee or Partner")**
EFFECTIVE DATE:	As signed and dated below	

GRANTEE/PARTNER: Tater Tots Pediatric Therapy

NAME OF GRANT PROJECT: Tater Tots Pediatric SHARE 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. <u>REQUIREMENTS</u>

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. Kylan Taylor 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 SDOH 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 Education.
c. Populations served. Children with disabilities ages 0-18 and their families.

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 $25,951 upon receipt of the signed SDOH Grant Partner Agreement and upon approval of OHA for this grant.
    ii. The second installment of $25,951 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) Increase access to high quality health care services to people with disabilities in the Klamath Basin by increasing the services that are available to families locally.
        b) Increase community engagement opportunities for people with disabilities and young families in the Klamath Basin by providing more programs that are accessible to all children and families in the community.
        c) Decrease infant mortality and low birthweight while increasing early identification of children with disabilities through the increase in parent education and support, as well as through an increase in developmental healthcare services available to families in the Klamath Basin
        d) Improve the physical and mental well-being of children and adolescents throughout the Klamath Basin through increasing their access to program that help establish meaningful relationships, help to build life skills, and encourage independence and self-discovery
    ii. The first technical and financial Report is due on April 15, 2023. This report should reflect progress toward the development and completion of the budget items of the first disbursement namely the Bike for Life Camp, Gaming Club, and Parent Support Groups & Classes. 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, 2023. This report should indicate the development and completion of the items, namely clinical expenses including ADA compliant ramp and program equipment purchased. 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 50 I (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. Required OHP Contract Language: The contract provisions set forth in attached Attachment B are specifically incorporated by this reference.

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.

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:** Tater Tots Pediatric Therapy
Kylan Taylor, Executive Director
Klamath Falls, OR 97603

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.

Tater Tots Pediatric Therapy

By: DocuSigned by: Kylan Taylor
74793D6E26D44A8...

Name: Kylan Taylor

Title: Executive Director

Date: 2/16/2023

Cascade Health Alliance, LLC

By: DocuSigned by: Biagio Sguera
0BECE95B6BED44F...

Name: Biagio Sguera

Title: Network Provider Manager

Date: 2/16/2023

Attachment A
Project Budget

Cascade Health Alliance SHARE Initiative Grant Budget

Proposed Budget for: Tater Tots Pediatric Therapy

Organizations Name: Tater Tots Pediatric Therapy

Proposed budget submission date: 12/21/2022

Contact Person (Name/Title/Office Phone/Cell Phone): Kylan Taylor, Executive Director, (541) 232-4370

Business Address: 2450 Summers Ln, Klamath Falls, OR 97603

Project Revenue	Requested Amount $	Committed Amount $	In-Kind Contribution	Sub-Total $	Explanation
CHA	$ 51,902	$	$	$	SHARE Initiative Sponsorship Application
		Total Expected Income for Project		**$ 51,902**	

Project Expenses	Amount $	Explanation
CLINIC IMPROVEMENTS	$4,000	ADA Ramp and Parking lot updates
NEW PARENT EDUCATION PROGRAM	$5,500	
PARENT SUPPORT GROUPS	$6,200	
GAMING CLUB	$10,702	
BIKE FOR LIFE CAMP	$25,500	
Total Expected Costs	**$51,902**	

ATTACHMENT B
Required CCO Contract Provisions
Effective January 1, 2023

Cascade Health Alliance, LLC ("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 and Addictions and Mental Health Division (the "CCO Contract"). The CCO Contract addresses the provision of Medicaid managed care services to certain enrollees of the Oregon Health Plan ("Medicaid Members"). In addition, Contractor and OHA have entered into a Non-Medicaid Health Plan Services Contract (the "Non-Medicaid Contract"), which provides benefits that mirror Medicaid benefits to certain children and adults ("Non-Medicaid Members"). Together, the CCO Contract and Non-Medicaid Contract are the "OHA Contracts," and for the purposes of this Attachment, the Medicaid Members and Non-Medicaid Members are "Members." The OHA Contracts require Contractor to include certain provisions in all subcontracts under the OHA Contracts.

In accordance with such requirement, this Attachment is incorporated by reference into and made part of this Agreement between Contractor and **Tater Tots Pediatric Therapy** ("Provider") with respect to goods and services provided under the Agreement by Provider to Members. Provider shall comply and cause its subcontractors, employees, contracted practitioners and agents to comply with the provisions of this Attachment to the extent they are applicable to the goods and services provided by Provider under the Agreement. Capitalized terms used in this Attachment but not otherwise defined in this Attachment or the Agreement shall have the same meaning as those terms in the OHA Contracts, including definitions incorporated therein by reference.

1. **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 OHA or any other agency or department of the State of Oregon, or both, and Provider that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County or of Multnomah County for the State of Oregon; provided, however, (a) if federal jurisdiction exists then OHA may remove the claim to federal court, and (b) if a claim must be brought in or is removed to a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section 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. **PROVIDER, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

2. **COMPLIANCE WITH APPLICABLE LAW**.

2.1 Provider shall comply with all State and local laws, regulations, executive orders and ordinances applicable to the CCO Contract or to the performance of Services as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated

care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provision of behavioral health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) State law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Provider shall, to the maximum extent economically feasible in the performance of the Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

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

2.3 Provider shall comply with all federal laws, regulations and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, Provider expressly agrees to comply and cause all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements , Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Section 1557 of the Patient Protection and Affordable Care Act (ACA) (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, as amended, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) the Mental Health Parity and Addiction Equity Act of 2008, as amended, (j) CMS regulations (including 42 CFR Part 438, subpart K) and guidance regarding mental health parity, including 42 CFR 438.900 et seq., (k) all regulations and administrative rules established pursuant to the foregoing laws, (l) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (m) all federal laws requiring reporting of Member abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.

2.4 Without limiting the generality of the foregoing, Provider shall comply with all Medicaid laws, rules, regulations, applicable sub-regulatory guidance and contract provisions.

2.5 If the Agreement, including amendments, is for more than $10,000, then Provider shall comply and cause all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

2.6 Provider 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 ("OHP").

3. **INDEPENDENT CONTRACTOR**.

3.1 Provider is not an officer, employee, or Agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

3.2 If Provider is currently performing work for the State of Oregon or the federal government, Provider, by signature to the Agreement, represents and warrants the Provider's Services to be performed under the Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Provider currently performs work would prohibit Provider's Services under the Agreement. If compensation under the Agreement is to be charged against federal funds, Provider certifies that it is not currently employed by the federal government.

3.3 Provider is responsible for all federal and State taxes applicable to compensation paid to Provider under the Agreement. Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Provider under the Agreement, except as a self-employed individual.

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

4. **REPRESENTATIONS AND WARRANTIES**.

4.1 *Provider's Representations and Warranties*. Provider represents and warrants to Contractor that:

4.1.1 Provider has the power and authority to enter into and perform the Agreement,

4.1.2 The Agreement, when executed and delivered, shall be a valid and binding obligation of Provider enforceable in accordance with its terms,

4.1.3 Provider has the skill and knowledge possessed by well-informed members of its industry, trade or profession, and Provider 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 Provider's industry, trade or profession.

4.1.4 Provider shall, at all times during the term of the Agreement, be qualified, professionally competent, and duly licensed to perform the Services, and

4.1.5 Provider prepared its application related to the Agreement, if any, independently from all other applicants, and without collusion, Fraud, or other dishonesty.

4.2 *Warranties Cumulative*. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

5. **GENERAL STANDARDS AND REQUIRED PROVISIONS**. The following general standards shall apply to the Agreement. In addition, to the extent Provider is expressly permitted to subcontract any of the Services or obligations Provider is required to perform under the Agreement, Provider shall ensure that all subcontracts under this Agreement include, and shall require all subcontractors to meet, all of the following standards.

5.1 To the extent Contractor delegates or subcontracts any services or obligations under the CCO Contract to Provider, Provider shall perform the services and meet the obligations and terms and conditions of the CCO Contract as if Provider were Contractor. Provider may enter into a subcontract under this Agreement only in accordance with Contractor's express written authorization.

5.2 All subcontracts under the CCO Contract, including this Agreement and any subcontracts hereunder, shall (i) be in writing, (ii) specify the subcontracted Work and reporting responsibilities, (iii) be in compliance with all requirements of the CCO Contract and of this Agreement (in the case of a subcontract hereunder) that are applicable to the services or obligations delegated under the subcontract, and (iv) incorporate the applicable provisions of the CCO Contract and this Agreement (in the case of a subcontract hereunder), based on the scope of Work subcontracted, such that the subcontract provisions are the same as or substantively similar to the applicable provisions of the CCO Contract and this Agreement (including without limitation this Attachment).

5.3 Provider shall enter into a business associate agreement with Contractor and with any subcontractor when required under and in accordance with HIPAA, and as directed by Contractor.

5.4 Provider shall cooperate with Contractor's evaluation and documentation of Provider's readiness and ability to perform the activities delegated to Provider under this Agreement. To the extent Provider furnishes services on behalf of Contractor for a Medicare Advantage plan, at the request of Contractor, Provider shall share with Contractor the results of Provider's readiness review evaluation required by Medicare. Provider acknowledges that OHA has the right to receive copies of all such evaluations and documentation.

5.5 Provider shall cooperate with Contractor and OHA with respect to screening for exclusion from participation in federal programs. Provider acknowledges that Contractor and Provider are prohibited from subcontracting to any excluded subcontractor any Work or obligations required to be performed under the CCO Contract.

5.6 Provider shall cooperate with Contractor with respect to criminal background checks prior to starting any work identified in the Agreement or the CCO Contract.

5.7 Provider acknowledges that Contractor does not have the right to subcontract certain obligations and Work required to be performed under the CCO Contract. No subcontract of Provider may terminate or limit Provider's legal or contractual responsibility to OHA and Contractor for the timely and effective performance of Provider's duties and responsibilities under

the Agreement. A breach of any such subcontract by a subcontractor is deemed a breach of this Agreement by Provider and Provider shall be liable to Contractor and OHA for such breach. Provider acknowledges Contractor's right to impose any and all Corrective Action, Sanctions Recoupment, Withholding and other recovered amounts and enforcement actions in connection with a breach of the Agreement or any subcontract.

5.8 Provider shall provide to Contractor a Subcontractor and Delegated Work Report in which Provider shall summarize in list form all activities required to be performed under the Agreement, including those that have been subcontracted to a subcontractor. The Subcontractor and Delegated Work Report must be provided to Contractor by no later than January 15 of each Contract Year and at least thirty (30) days prior to signing of any agreement between Provider and a subcontractor. The Subcontractor and Delegated Work Report shall also include all of the following:

5.8.1 The legal name of Provider and any subcontractor;

5.8.2 The scope of Work being subcontracted;

5.8.3 The current risk level of Provider and any subcontractor (High, Medium, Low) as determined by Contractor based on the level of Member impact of Provider's or such subcontractor's Work; the results of any previous Subcontractor Performance Report(s); and any other factors deemed applicable by Contractor or OHA or any combination thereof. A Subcontractor (including Provider and its subcontractors) will be considered High risk if such Subcontractor (a) provides direct service to Members or performs work directly impacting Member care or treatment, and/or (b) has had one or more formal review findings within the previous three (3) years for which OHA and/or Contractor has required such Subcontractor to undertake any corrective action;

5.8.4 Copies of ownership disclosure form for Provider and any subcontractor, if requested by Contractor or OHA;

5.8.5 Any ownership stake between the parties; and

5.8.6 Except to the extent Contractor notifies Provider in writing that it will perform any of the following, an attestation that Provider (i) conducted a readiness review of the subcontractor, unless Contractor previously conducted a readiness review of the subcontractor's Work performed under its subcontract within the last three (3) years; (ii) confirmed that the subcontractor was and is not an excluded from participation in federal program; (iii) confirmed all subcontractor employees are subject to, and have undergone, criminal background checks; and (iv) confirmed that the written subcontract entered into with the subcontractor meets all of the requirements set forth in Ex. B, Part 4 of the CCO Contract and other applicable provisions of the CCO Contract and this Agreement.

5.9 In addition to the obligations identified as being precluded from subcontracting under Sec. 11, Ex. B, Part 4 of the CCO Contract and as may be set forth in any other provision of the CCO Contract, nothing in this Agreement is intended to delegate the following obligations of Contractor under the CCO Contract:

5.9.1 Oversight and Monitoring of Quality Improvement activities; and

5.9.2 Adjudication of Appeals in a Member Grievance and Appeal process.

5.10 If deficiencies are identified in Provider's or a subcontractor's performance for any functions outlined in the Agreement or CCO Contract, whether those deficiencies are identified by Contractor, by OHA, or their designees, Contractor, and Provider, if applicable, shall require Provider or its subcontractor to respond and remedy those deficiencies within the timeframe determined by Contractor or OHA, as specified in the Agreement or each Subcontract.

5.11 Provider shall not bill Members for services that are not covered under the CCO Contract unless there is a full written disclosure or waiver (also referred to as an agreement to pay) on file, signed by the Member, in advance of the services being provided, in accordance with OAR 410-141-3540.

5.12 In accordance with Exhibit I of the CCO Contract, Contractor shall provide Provider, and Provider shall provide each of its subcontractors, at the time it enters into the Agreement or subcontract, the OHA-approved written procedures for the Contractor Grievance and Appeal System.

5.13 Contractor shall be entitled to Monitor the performance of all subcontractors, including Provider and any Provider subcontractor, on an ongoing basis and perform timely formal reviews of their compliance with all subcontracted obligations and other responsibilities, performance, deficiencies, and areas for improvement. Provider acknowledges that Contractor will document such review in a Subcontractor Performance Report. Provider and any Provider subcontractor shall provide access to Records and any other assistance requested by Contractor or OHA to allow Contractor to perform this obligation. Provider acknowledges that High risk Subcontractors must be reviewed at least annually and Low or Medium risk Subcontractors must be reviewed at least every three (3) years.

5.14 Provider acknowledges that the Subcontractor Performance Report may include elements such as, but not limited to, the following:

5.14.1 An assessment of the quality of subcontractor's performance of contracted Work;

5.14.2 Any complaints or Grievances filed in relation to subcontractor's Work;

5.14.3 Any late submission of reporting deliverables or incomplete data;

5.14.4 Whether employees of the subcontractor are screened and Monitored for federal exclusion from participation in Medicaid;

5.14.5 The adequacy of subcontractor's compliance functions; and

5.14.6 Any deficiencies that have been identified by OHA or Contractor related to work performed by subcontractor.

5.15 If a subcontractor (including Provider and its subcontractors) renders services under a Medicare Advantage plan operated by Contractor or its parent company or subsidiary, at the request of Contractor, Provider or such subcontractor (as applicable) shall furnish the results of its Medicare required compliance review to Contractor and Provider acknowledges that Contractor may furnish such results to OHA.

5.16 Provider shall cooperate with Contractor's oversight of its performance of all functions and responsibilities delegated to Provider under the Agreement.

5.17 In the event Contractor identifies, whether through ongoing monitoring or formal annual compliance review, deficiencies or areas for improvement in Provider's (including its subcontractors') performance, Provider shall cooperate with Contractor and shall comply with any Corrective Action Plan implemented by Contractor to remedy such deficiencies. Provider acknowledges that Contractor may communicate with OHA regarding monitoring, auditing and reviews of Provider, including without limitation any such Corrective Action.

6. **SUBCONTRACTS; REQUIRED PROVISIONS**. The following provisions shall apply to Provider as subcontractor to Contractor. In addition, where Provider is expressly permitted to subcontract certain functions of the Agreement, Provider shall ensure that any subcontracts include all of the following provisions. As applied to Provider's subcontractors, references in the following subsections to "Contractor" shall be deemed to be references to "Contractor and Provider," as appropriate.

6.1 Contractor shall have the right to terminate the Agreement or any subcontract, take remedial action, and impose other Sanctions, such that Contractor's rights substantively align with OHA's rights under the CCO Contract, if Provider's or its subcontractor's performance is inadequate to meet the requirements of the CCO Contract;

6.2 Contractor may revoke the delegation of activities or obligations, or implement other remedies in instances where OHA or Contractor determine Provider or its subcontractor has breached the terms of the Agreement or subcontract;

6.3 Provider and its subcontractors shall comply with the payment, withholding, incentive and other requirements set forth in 42 CFR § 438.6 that are applicable to the Work required under the Agreement or the Subcontract;

6.4 Provider and its subcontractors shall submit Valid Claims for services including all the fields and information needed to allow the claim to be processed without further information within timeframes for valid, accurate, Encounter Data submission as required under Ex. B, Part 8 and other provisions of the CCO Contract;

6.5 Provider shall, and shall require its subcontractors to, comply with all Applicable Laws, including without limitation, all Medicaid laws, rules, regulations, as well as all applicable sub-regulatory guidance and contract provisions;

6.6 Provider agrees, and shall require subcontractors to agree, that Contractor, OHA, the Oregon Secretary of State, CMS, HHS, the Office of the Inspector General, the Comptroller General of the United States, or their duly authorized representatives and designees, or all of them

or any combination of them, have the right to audit, evaluate, and inspect any books, Records, contracts, computers or other electronic systems of Provider or its subcontractors, or of Provider's or subcontractor's contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under the CCO Contract;

6.7 Provider shall, and shall require that its subcontractors, make available, for purposes of audit, evaluation, or inspection its premises, physical facilities, equipment, books, Records, contracts, computer, or other electronic systems relating to its Medicaid Members;

6.8 Provider shall, and shall require that its subcontractors, respond and comply in a timely manner to any and all requests from Contractor or OHA or their designees for information or documentation pertaining to Work outlined in the CCO Contract;

6.9 Provider agrees, and shall require its subcontractors to agree, that the right to audit by Contractor, OHA, CMS, the DHHS Inspector General, the Comptroller General or their designees, will exist for a period of ten (10) years from the CCO Contract's Expiration Date or from the date of completion of any audit, whichever is later; and

6.10 If Contractor, OHA, CMS, or the DHHS Inspector General determines that there is a reasonable possibility of Fraud or similar risk, OHA, CMS, or the DHHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.

6.11 Pursuant to 42 CFR § 438.608, to the extent that Provider, or any of Provider's subcontractors, provide services to Members or process and pay for claims, Provider shall, and shall require that subcontractors, adopt and comply with all of Contractor's Fraud, Waste, and Abuse policies, procedures, reporting obligations, and annual Fraud, Waste, and Abuse Prevention Plan and otherwise require subcontractor to comply with and perform all of the same obligations, terms and conditions of Contractor as set forth in Ex. B, Part 9 of the CCO Contract.

6.11.1 Unless expressly provided otherwise in the applicable provision, Provider shall, and shall require that subcontractors, report any provider and Member Fraud, Waste, or Abuse to Contractor which Contractor will in turn report to OHA or the applicable agency, division, or entity within thirty (30) days of identification of the Fraud, Waste or Abuse unless a shorter time is provided in Contractor's Policies and Procedures.

6.12 Provider shall, and shall require that subcontractors, allow Contractor to perform Monitoring, audit, and other review processes for the purpose of determining and reporting on compliance with the terms and conditions of the subcontract, including, without limitation, compliance with Medical and other records security and retention policies and procedures.

6.13 Provider acknowledges that Contractor will document and maintain documentation of all Monitoring activities. Provider shall, and shall require subcontractors to, provide access to Contractor to allow Contractor to Monitor activities under the Agreement and shall retain sufficient records to permit Contractor's monitoring.

6.14 Provider shall, and shall require subcontractors to, meet the standards for timely access to care and services as set forth in the CCO Contract, OAR 410-141-3515 and OAR 410-141-3860, which includes, without limitation, providing services within a time frame that takes

into account the urgency of the need for services. This requirement includes the Participating Providers offering hours of operation that are not less or different than the hours of operation offered to Contractor's commercial Members (as applicable).

6.15 Provider shall, and shall require subcontractors to, report any Other Primary, third-party Insurance to which a Member may be entitled to Contractor within fourteen (14) days of becoming aware that the applicable Member has such coverage to enable Contractor to report such information to OHA as required under Sec. 17, Ex. B, Part 8 of the CCO Contract.

6.16 Provider shall provide, and shall require subcontractors to provide, in a timely manner upon request, as requested by Contractor in accordance with a request made by OHA, or as may be requested directly by OHA, all Third-Party Liability eligibility information and any other information requested by OHA or Contractor, as applicable, in order to assist in the pursuit of financial recovery.

6.17 Provider shall give Contractor immediate written notice of the termination of any subcontract under the Agreement so that Contractor may meet its obligations to give notice of such termination to OHA and Members, as applicable.

7. **ACCESS TO RECORDS AND FACILITIES**. Provider shall maintain all financial records related to the Agreement in accordance with best practices or National Association of Insurance Commissioners accounting standards. In addition, Provider shall maintain any other Records, books, documents, papers, plans, records of shipment and payments, and writings of Provider, whether in paper, electronic or other form, that are pertinent to the Agreement in such a manner as to clearly document Provider's performance. All Clinical Records, financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of Provider, whether in paper, electronic or any other form, that are pertinent to the Agreement are collectively referred to as "Records".

7.1 Provider acknowledges and agrees that Contractor, OHA, CMS, the Oregon Secretary of State, DHHS, the Office of the Inspector General, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit ("MFCU") and their duly authorized representatives shall have the right to access to all Records to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of the Services. Provider further acknowledges and agrees that the foregoing entities may, at any time, inspect, and Provider shall make available for purposes of such audit, its premises, physical facilities, books, computer systems, and any other equipment and facilities where Medicaid-related activities or work is conducted, or equipment is used (or both conducted and used).

7.2 Provider shall retain and keep accessible all Records for the longer of ten years or:

7.2.1 The retention period specified in the CCO Contract for certain kinds of Records;

7.2.2 The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapters 410 and 166; or

7.2.3 Until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement.

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

8. **ASSIGNMENT OF CONTRACT; SUCCESSORS IN INTEREST**.

8.1 Provider shall not assign or transfer its interest in the Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the 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, Section 21 of the CCO 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.

8.2 The provisions of the Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

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

10. **GENERAL REQUIREMENTS**. Without limiting the scope of any other provision of this Attachment, the Agreement into which it is incorporated, or any other agreement, Provider shall at a minimum perform all its obligations in accordance with all applicable provisions of:

10.1 The relevant "Benefit Package" or set of Covered Services in effect at the time services are performed;

10.2 All applicable Oregon Statutes and Oregon Administrative Rules;

10.3 All applicable federal statutes and regulations, including but not limited to 42 USC 1320-d et seq. (HIPAA), and 42 CFR Part 2;

10.4 Any applicable manuals or services guide(s);

10.5 All policies and procedures as adopted by Contractor from time to time; and

10.6 Any provision of the CCO Contract that applies to the Services to be performed by Provider, including but not limited to:

10.6.1 Exhibit B, Part 2 (Covered and Non-Covered Services);

10.6.2 Exhibit B, Part 3 (Patient Rights and Responsibilities, Engagement and Choice);

10.6.3 Exhibit B, Part 4 (Providers and Delivery System);

10.6.4 Exhibit B, Part 8 (Accountability and Transparency of Operations)

10.6.5 Exhibit B, Part 9 (Program Integrity);

10.6.6 Exhibit D, Sections 1 (Governing Law, Consent to Jurisdiction), 2 (Compliance with Applicable Law), 3 (Independent Contractor), 4 (Representation and Warranties), 15 (Access to Records and Facilities; Records Retention; Information Sharing), 16 (Force Majeure), 18 (Assignment of Contract, Successors in Interest), 19 (Subcontracts), 24 (Survival), 30 (Equal Access), 31 (Media Disclosure), and 32 (Mandatory Reporting of Abuse).

10.6.7 Exhibit E (Required Federal Terms and Conditions);

10.6.8 Exhibit F (Insurance Requirements);

10.6.9 Exhibit I (Grievance and Appeal System); and

10.6.10 Exhibit M (Behavioral Health).

11. **PROVIDER DIRECTORY**. Provider shall adhere to Contractor's established policies for Provider Directories and the applicable timeframes for updating the information therein.

12. **MEMBER RIGHTS**. Provider shall comply with and facilitate the Member Rights under Medicaid listed in Exhibit B, Part 3, Section 2 of the CCO Contract and OAR 410-141-3590. Without limiting the generality of the foregoing, Provider shall meet the following standards:

12.1 *Treating Members with Respect and Equality*. Provider shall treat each Member with respect and with due consideration for his or her dignity and privacy. In addition, Provider shall treat each Member the same as other patients who receive services equivalent to Covered Services.

12.2 *Information on Treatment Options*. Provider shall ensure that each Member receives information on available treatment options and alternatives in a manner appropriate to the Member's condition and ability to understand, including provision of auxiliary aids and services to ensure disability access to health information as required by Section 1557 of the PPACA.

12.3 *Participation Decisions*. Provider shall allow each Member to participate in decisions regarding such Member's own healthcare, including (a) being actively involved in the development of Treatment Plans; (b) participating in decisions regarding the Member's own health care, including the right to refuse treatment; (c) having the opportunity to execute a statement of wishes for treatment, including the right to accept or refuse medical, surgical, or Behavioral Health treatment; (d) execute directives and powers of attorney for health care established under ORS 127.505 to 127.660 and the Omnibus Budget Reconciliation Act of 1990 – Patient Self-Determination Act; and (e) have family involved in Treatment Planning.

12.4 *Copy of Medical Records*. Provider shall ensure that each Member is allowed to request and receive a copy of Member's own medical records (unless access is restricted in

accordance with ORS 179.505 or other applicable law) and request that they be amended or corrected as specified in 45 CFR Part 164. Members must have access to their own personal health information in the manner provided in 45 CFR 164.524 and ORS 179.505(9) so the Member can share the information with others involved in the Member's care and make better health care and lifestyle choices. Provider may charge Members for reasonable duplication costs when they request copies of their records.

12.5 *Exercise of Rights*. Provider shall ensure that any Member exercising such Member's rights is not treated adversely as a result of the exercise of these rights. Provider shall not discriminate in any way against Members when those Members exercise their rights under the OHP.

12.6 *Nondiscrimination*. Provider shall provide all Medically Appropriate Covered Services for Covered Members in an amount, duration, and scope that is no less than that furnished to clients receiving fee-for-service services.

13. **EQUAL ACCESS**. Provider shall provide equal access to covered services for both male and female members under 18 years of age, including access to appropriate facilities, services, and treatment, to achieve the policy in ORS 417.270.

14. **PREVENTIVE SERVICES MEDICAL CASE MANAGEMENT**. All preventive services provided to Members shall be reported to Contractor and are subject to Contractor's Medical Case Management and Record Keeping responsibilities.

15. **CERTIFICATION OF CLAIMS AND INFORMATION**. Provider certifies that all claims, submissions, and/or information it or its subcontractors provide are true, accurate, and complete. Provider expressly acknowledges that Contractor will pay any claims from federal and State funds, and that any falsification or concealment of any material fact by Provider or its subcontractors when submitting claims may be prosecuted under federal and State laws.

16. **VALID CLAIMS; ENCOUNTER DATA.** Pursuant to OAR 410-141-3565, Provider shall submit all billings for Members to Contractor within one hundred and twenty (120) days of the Date of Service. However, Provider may, if necessary submit its billing to Contractor within three hundred and sixty-five (365) days of the Date of Services under the following circumstances: (i) Billing is delayed due to retroactive deletions or enrollments; (ii) pregnancy of the Member; (iii) Medicare is the primary payer, unless Contractor is responsible for Medicare reimbursement; (iv) cases involving Third-Party Resources; or (v) other cases that delay the initial billing to Contractor, unless the delay was due to Provider's failure to verify a Member's eligibility. Provider must document, maintain, and provide to Contractor all Encounter Data records that document Provider's reimbursement to Federally Qualified Health Centers, Rural Health Centers and Indian Health Care Providers. All such documents and records must be provided to Contractor upon request.

17. **THIRD PARTY RESOURCES**.

17.1 *Provision of Covered Services*. Provider 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.

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

17.3 *Confidentiality*. When engaging in Personal Injury recovery actions, Provider shall comply with federal confidentiality requirements described in Exhibit E, Section 6 of the CCO Contract and any other additional confidentiality obligations required under the CCO Contract and State law.

17.4 *Third-Party Liability*. Contractor is the payor of last resort when other insurance or Medicare is in effect. Provider shall cooperate with Contractor in the implementation of policies and procedures to identify and obtain payment from third parties. Provider shall maintain records of Provider's actions related to Third-Party Liability recovery. Provider shall request and obtain Third-Party Liability information from members and promptly provide such information to Contractor. Such information shall include:

17.4.1 The name of the Third-Party Payer, or in cases where the Third Party Payer has insurance to cover the liability, the name of the policy holder;

17.4.2 The Member's relationship to the Third-Party Payer or policy holder;

17.4.3 The social security number of the Third-Party Payer or policy holder;

17.4.4 The name and address of the Third-Party Payer or applicable insurance company;

17.4.5 The policy holder's policy number for the insurance company; and

17.4.6 The name and address of any Third-Party who paid the claim.

17.5 *Right of Recovery*. Provider shall comply with 42 USC 1395y(b) and 42 CFR Part 411, Subparts C-E, which gives Medicare the right to recover its benefits from employers and workers' compensation carriers, liability insurers, automobile or no-fault insurers, and employer group health plans before any other entity including Contractor or Provider.

17.6 *Disenrolled Members*. If OHA retroactively disenrolls a Member at the time the Member acquired Other Primary Insurance, pursuant to OAR 410-141-3080(3)(e)(A) or 410-141-3810, Provider does not have the right to collect, and shall not attempt 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.

18. **HEALTH EQUITY; CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES**. Provider shall cooperate with Contractor in developing methods that increase access

to Culturally and Linguistically Appropriate Services, advance health equity and reduce health disparities, in accordance with all applicable terms and conditions of the CCO Contract. Without limiting the foregoing, Provider shall cooperate and work together with Contractor to identify and support a system of care that integrates best practices for care and delivery of services to reduce waste and improve the health and wellbeing of all Members. This may include training and education and/or the development of Culturally and Linguistically Appropriate tools for Provider to assist in the education of Members about roles and responsibilities in communication and care coordination.

19. **BEHAVIORAL HEALTH SERVICES**. If Provider provides no behavioral health services in connection with the CCO Contract, this section shall not apply. If Provider provides behavioral health services in connection with the CCO Contract, Provider shall comply with all relevant provisions of Exhibit M of the CCO Contract, including but not limited to the following:

19.1 *Behavioral Health Requirements.* Provider shall:

19.1.1 Be responsible for providing Behavioral Health services, including Mental Health wellness appointments as specified in the applicable OARs implementing Enrolled Oregon House Bill 2469 (2021), for all Members and Care Coordination for Members accessing non-covered Behavioral Health services in accordance with the applicable terms and conditions of the CCO Contract;

19.1.2 Ensure that Services and supports meet the needs of the Member and address the recommendations stated in the Member's Behavioral Health Assessment;

19.1.3 Ensure Members have timely access to care in accordance with OAR 410-141-3515 and the applicable terms and conditions of the CCO Contract, including without limitation Ex. B, Part 4.

19.2 *Integration, Transition and Collaboration with Partners.* Provider shall:

19.2.1 Provide Behavioral Health services in an integrated manner;

19.2.2 Work collaboratively to improve Behavioral Health services for all Members, including adult Members with Severe and Persistent Mental Illness;

19.2.3 Ensure that Members who are ready to transition to a Community placement are living in the most integrated setting appropriate for the Member;

19.2.4 Ensure that Members transitioning to another health care setting are receiving services consistent with the Member's treatment goals, clinical needs, and informed choice;

19.2.5 Provide oversight, Care Coordination, transition planning and management of the Behavioral Health needs of Members to ensure Culturally and Linguistically Appropriate Behavioral Health services are provided in a way that Members are served in the most natural and integrated environment possible and that minimizes the use of institutional care;

19.2.6 Engage with local law enforcement, jail staff and courts to improve outcomes and mitigate additional health and safety impacts for Members who have criminal justice involvement related to their Behavioral Health conditions; and

19.2.7 Ensure access to and document all efforts to provide Supported Employment Services for all adult Members eligible for these services, in accordance with OAR 309-019-0275 through 309-019-0295.

19.3 *Referrals, Prior Authorizations, and Approvals*. Provider shall:

19.3.1 Ensure Members have access to Behavioral Health screenings and Referrals for services at multiple health system or health care entry points;

19.3.2 Refrain from requiring Prior Authorization for certain Behavioral Health services within Contractor's Provider Network in accordance with OAR 410-141-3835. Provider shall require Prior Authorization for the Behavioral Health services identified in specified sections of the CCO Contract, as identified by Contractor to Provider;

19.3.3 Refrain from requiring Prior Authorization for the first thirty (30) days of Medication-Assisted Treatment within Contractor's Provider Network, in accordance with OAR 410-141-3835;

19.3.4 Ensure Prior Authorization for Behavioral Health services comply with mental health parity regulations in 42 CFR Part 438, subpart K;

19.3.5 Make a Prior Authorization determination within three (3) days of a request for non-emergent Behavioral Health hospitalization or residential care;

19.3.6 Not require Members to obtain approval of a Primary Care Physician in order to access to Behavioral Health Assessment and evaluation services. Members shall have the right to refer themselves to Behavioral Health services available from the Provider Network;

19.3.7 Ensure that Provider's staff (including the staff of any subcontractors) making Prior Authorization determinations for Substance Use Disorder treatment services and supports have adequate training and experience to evaluate medical necessity for Substance Use Disorders using the ASAM Criteria and DSM Criteria.

19.4 *Screening*. Provider shall:

19.4.1 Use a comprehensive Behavioral Health Assessment tool, in accordance with OAR 309-019-0135, to assist in adapting the intensity and frequency of Behavioral Health services to the Behavioral Health needs of the Member;

19.4.2 Screen Members for adequacy of supports for the Family in the home (e.g., housing adequacy, nutrition/food, diaper needs, Transportation needs, safety needs and home visiting).

19.4.3 Screen Members for, and provide, Medically Appropriate and Evidence-Based treatments for Members who have both mental illness and Substance Use Disorders.

19.4.4 Assess for opioid use disorders for populations at high risk for severe health outcomes, including overdose and death, including pregnant Members and Members being discharged from residential, Acute care, and other institutional settings.

19.4.5 Screen Members and provide prevention, early detection, brief intervention and Referral to Behavioral Health services in any of the following circumstances: (a) at an initial contact or during a routine physical exam; (b) at an initial prenatal exam; (c) when the Member shows evidence of Substance Use Disorders or abuse; (d) when the Member over-utilizes Covered Services; and (e) when a Member exhibits a reassessment trigger for Intensive Care Coordination needs.

19.5 *Substance Use Disorders*. Provider shall:

19.5.1 Provide SUD services to Members, which include Outpatient, intensive Outpatient, Medication Assisted Treatment including opiate substitution services, and residential, and withdrawal management services, consistent with OAR Chapter 309, Divisions 18, 19 and 22 and Chapter 415, Divisions 20 and 50. SUD services also include Community Integration Services as described in the OHP SUD 1115 Demonstration wavier approved by CMS and as specified in applicable Oregon regulations;

19.5.2 Inform all Members, using Culturally and Linguistically Appropriate means, that SUD services are Covered Services consistent with OAR 410-141-3585;

19.5.3 Provide Culturally and Linguistically Appropriate alcohol, tobacco, and other drug abuse prevention/education and information that reduce Members' risk to SUD. Provider's prevention program shall meet or model national quality assurance standards;

19.5.4 Provide Culturally and Linguistically Appropriate SUD services for any Member who meets the ASAM Criteria for:

(a) Outpatient, intensive Outpatient, SUD Day Treatment, residential, Withdrawal Management, and Medication Assisted Treatment including opiate substitution treatment, regardless of prior alcohol or other drug treatment or education; and

(b) Specialized programs in each Service Area in the following categories: court referrals, Child Welfare referrals, employment, education, housing support services or Referrals; and services or Referrals to specialty treatment for persons with Co-Occurring Disorders.

19.5.5 Ensure that specialized, Trauma Informed, SUD services are provided in environments that are Culturally and Linguistically Appropriate, designed specifically for the following groups:

(a) Children and adolescents, taking into consideration child and adolescent development,

(b) Co-occuring conditions,

(c) Women, and women's specific issues,

(d) Ethnically and racially diverse groups,

(e) Intravenous drug users,

(f) Individuals involved with the criminal justice system,

(g) Individuals with co-occurring disorders,

(h) Parents accessing residential treatment with any accompanying dependent children,

(i) Veterans and military service members, and

(j) Individuals accessing residential treatment with Medication Assisted Treatment.

19.5.6 Where Medically Appropriate, provide detoxification in a non-Hospital facility. All such facilities or programs providing detoxification services must have a certificate of approval or license from OHA in accordance with OAR Chapter 415, Division 12.

19.5.7 Provide to Members receiving SUD services, to the extent of available Community resources and as Medically Appropriate, information and Referral to Community services which may include but are not limited to: child care, elder care, housing, Transportation, employment, vocational training, educational services, mental health services, financial services, and legal services.

19.5.8 In addition to any other confidentiality requirements, comply with federal confidentiality laws and regulations (42 CFR Part 2) governing the identity and medical/Client records of Members who receive SUD services.

19.5.9 Comply with the requirements relating to Behavioral Health Resource Networks as specified in the applicable OARs.

19.6 *Co-Occurring Disorders*. Provider shall ensure access to treatment for Co-Occurring Disorders ("COD") for Members assessed at Levels 1 or 2 of the ASAM Criteria with Providers certified by OHA for COD services, contingent upon the availability of one or more appropriately certified COD Providers in Contractor's Service Area. Provider shall ensure access to treatment for COD for Members assessed at Levels 3 or 4 of the ASAM Criteria with Providers certified or licensed by OHA for COD services, contingent upon the availability of one or more appropriately certified or licensed Providers and regardless of whether the Provider is located in Contractor's Service Area.

19.7 *Gambling Disorders*. Provider shall ensure Member access to Outpatient Problem Gambling Treatment Services that are Medically Necessary Covered Services, contingent upon the availability of Providers certified by OHA for such services in Contractor's Service Area. Provider shall assist Members in gaining access to problem gambling treatment services not covered by the OHA Contract, including but not limited to residential treatment and Outpatient treatment that do not meet DSM diagnostic criteria for a gambling disorder. Such services are Carve-Out Services and paid by OHA under its direct contracts with Providers.

19.8 *Assertive Community Treatment ("ACT")*.

19.8.1 Provider or Care Coordinator shall meet with the Member face-to-face to discuss ACT services and provide information to support the Member in making an informed decision regarding participation. This must include a description of ACT services and how to access them, an explanation of the role of the ACT team, how supports can be individualized based on the Member's self-identified needs, and ways that ACT can enhance a Member's care and support independent Community living.

19.8.2 For Members with Severe and Persistent Mental Illness (SPMI), Provider shall ensure that:

(a) Members are assessed to determine eligibility for ACT; and

(b) Where applicable, ACT services are provided in accordance with OAR 309-019-0105 and 309-019-0225 through 309-019-0255.

19.9 *Peer Delivered Services and Outpatient Behavioral Health Services*

19.9.1 Provider shall inform Members of and encourage utilization of Peer Delivered Services, including Peer Support Specialist, Peer Wellness Specialist, Family Support Specialist, Youth Support Specialist, or other Peer Specialist, in accordance with OAR 309-019-0105.

19.9.2 Provider shall encourage utilization of PDS by providing Members with information, which must include a description of PDS and how to access it, a description of the types of PDS Providers, an explanation of the role of the PDS Provider, and ways that PDS can enhance Members' care.

19.9.3 Provider may utilize PDS in providing other Behavioral Health services such as ACT, crisis services, Warm Handoffs from Hospitals, and services at Oregon State Hospital.

19.9.4 Provider shall provide Outpatient Behavioral Health Services that include but are not limited to (a) specialty programs that promote resiliency and rehabilitative functioning for individual and Family outcomes; and (b) ACT, Wraparound, behavior supports, crisis care, Respite Care, Intensive Outpatient Services and Supports, and Intensive In-Home Behavioral Health Treatment (IIBHT). In providing IIBHT services, Provider shall comply with all relevant provisions of Exhibit M of the CCO Contract (including providing such information and reports

to Contractor that Contractor shall need to timely fulfill notification and reporting obligations in Exhibit M, Section 22), OAR 309-019-0167, OAR 410-172-0650, and OAR 410-172-0695.

19.9.5 Outpatient Behavioral Health Services provided by Provider must, regardless of location, frequency, intensity or duration of services, as Medically Appropriate: (a) include assessment, evaluation, treatment planning, supports and delivery; (b) be Trauma-Informed; and (c) include strategies to address environmental and physical factors, Social Determinants of Health and Equity, and neuro-developmental needs that affect behavior.

19.10 *Behavioral Health Crisis Management System*.

19.10.1 Provider shall establish a crisis management system, including Post Stabilization Services and Urgent Care Services available for all Members on a twenty-four (24)-hour, seven (7)-day-a-week basis consistent with OAR 410-141-3840, 42 CFR 438.114, and the applicable section of Ex. B, Part 2 of the OHA Contract.

19.10.2 The crisis management system must provide an immediate, initial and limited duration response for potential Behavioral Health emergency situations or emergency situations that may include Behavioral Health conditions, including:

(a) Screening to determine the nature of the situation and the Member's immediate need for Covered Services;

(b) Capacity to conduct the elements of a Behavioral Health Assessment that are needed to determine the interventions necessary to begin stabilizing a crisis situation;

(c) Development of a written initial services plan at the conclusion of the Behavioral Health Assessment;

(d) Provision of Covered Services and Outreach needed to address the urgent or crisis situation; and

(e) Linkage with public sector crisis services, such as Mobile Crisis Services and diversion services.

19.10.3 The crisis management system must include the necessary array of services to respond to Behavioral Health crises, that may include crisis hotline, Mobile Crisis team, walk-in/drop-off crisis center, crisis apartment/respite and short-term stabilization unit capabilities.

19.10.4 Provider shall ensure access to Mobile Crisis Services and crisis hotline for all Members in accordance with OAR 309-019-0105, and 309-019-0300 to 309-019-0320 to promote stabilization in a Community setting rather than arrest, presentation to an Emergency Department, or admission to an Acute care facility.

19.11 *Care Coordination / Intensive Care Coordination*.

19.11.1 Contractor and Provider shall provide Care Coordination and Intensive Care Coordination (ICC) for Members with Behavioral Health disorders in accordance with OAR 410-141-3860, and 410-141-3870 and the applicable sections in Ex. B, Parts 2 and 4 of the OHA Contract.

19.11.2 Contractor and Provider shall ensure all Care Coordinators work with Provider team members to coordinate integrated care. This includes but is not limited to coordination of physical health, Behavioral Health, intellectual and developmental disability, DHS, Oregon Youth Authority, Social Determinants of Health, Oregon Department of Veterans Affairs, United States Department of Veterans Affairs, and Ancillary Services.

19.11.3 Contractor and Provider shall ensure coordination and appropriate Referral to ICC to ensure that Member's rights are met and there is post-discharge support.

19.11.4 Contractor shall authorize and reimburse for ICC Services, in accordance with OAR 410-141-3860 and 410-141-3870.

19.11.5 Contractor shall track and coordinate for ICC reassessment triggers and ensure there are multiple rescreening points for Members based on reassessment triggers for ICC.

19.12 *Children and Youth Behavioral Health Services*.

19.12.1 Provider shall provide services to children, young adults and families that are sufficient in frequency, duration, location, and type that are convenient to the youth and Family. Services should alleviate crisis while allowing for the development of natural supports, skill development, normative activities and therapeutic resolution to Behavioral Health disorders and environmental conditions that may impact the remediation of a Behavioral Health disorder.

19.12.2 Provider shall ensure women with children, unpaid caregivers, families and children ages birth through five (5) years, receive immediate intake and assessment in accordance with timely access standards in OAR 410-141-3515.

19.12.3 Provider shall maintain an intensive and flexible service continuum for children and youth who are at risk of placement disruption, school failure, criminal involvement, becoming Homeless or other undesirable outcomes due a Behavioral Health disorder.

19.12.4 Provider shall utilize Evidence-Based Behavioral Health interventions for the Behavioral Health needs of Members who are children and youth.

19.12.5 Provider shall ensure Members have access to Evidence-Based Dyadic Treatment and treatment that allows children to remain living with their primary parent or guardian. Dyadic treatment is specifically designed for children eight (8) years and younger.

19.12.6 Provider shall ensure that children in the highest levels of care (subacute, residential or day treatment) received Family treatment with their caregivers provided that no Social Determinants of Health or other conditions will preclude such caregivers from actively and meaningfully participating in Family treatment. Provider shall also ensure that children in the highest levels of care (subacute, residential or day treatment) have, if clinically indicated, a

psychological evaluation current within the past twelve (12) months and will receive a child psychiatric evaluation and ongoing psychiatric care in accordance with OAR 309-022-0155. Should a child under age six (6) be in day treatment, subacute, or residential care settings, a developmental evaluation shall be done in addition to a psychological evaluation, if clinically indicated.

19.12.7 Contractor and Provider shall coordinate admissions to and discharges from Acute Inpatient Hospital Psychiatric Care and Sub-Acute Care for Members seventeen (17) and under, including Members in the care and custody of DHS Child Welfare or Oregon Youth Authority (OYA). For a Member seventeen (17) and under, placed by DHS Child Welfare through a voluntary placement agreement, Contractor and Provider shall also coordinate with such Member's parent or legal guardian.

19.12.8 Provider shall ensure that level of care criteria for Behavioral Health Outpatient services, Intensive Outpatient Services and Supports, and IIBHT include children birth through five (5) years in accordance with OAR Chapter 309, Division 22.

(a) Provider shall provide a minimum level of intensive Outpatient level of care for children birth through five (5) years with indications of Adverse Childhood Events and high complexity due to one or more of the following: multi system involvement, two or more caregiver placements within the past six (6) months, moderate to severe behavior challenges, at risk of losing current caregiver placement, or school or daycare placement.

19.12.9 Provider shall ensure that periodic social-emotional screening for all children birth through five (5) years is conducted in the primary care setting and ensure any concerns revealed by the screening are addressed in a timely manner.

19.13 *Providers.*

19.13.1 Provider shall ensure its employees and any subcontractors are trained in integration, and Foundations of Trauma Informed Care (https://traumainformedoregon.org/tic-intro-training-modules/). Contractor will conduct regular, periodic oversight and technical assistance on these topics to subcontractors and Providers.

19.13.2 Provider shall ensure its employees, subcontractors, and Providers of Behavioral Health services are trained in recovery principles, motivational interviewing.

19.13.3 Provider will develop Individual Service and Support Plans for Members, to assess for Adverse Childhood Experiences (ACEs), trauma and resiliency in a Culturally and Linguistically Appropriate manner, using a Trauma Informed framework.

19.13.4 If Provider has a waiver under the Drug Addiction Treatment Act of 2000 and 42 CFR Part 8, Provider is permitted to treat and prescribe buprenorphine for opioid addiction in any appropriate practice setting in which Provider is otherwise credentialed to practice and in which such treatment would be Medically Appropriate.

19.13.5 If Provider assesses Members for admission to, and length of stay in, Substance Use Disorders and Co-Occurring Disorders programs and services, Provider shall use the ASAM Criteria for level of care placement decisions, and that they have the training and background necessary to evaluate medical necessity for Substance Use Disorders Services using the ASAM Criteria and DSM criteria.

19.13.6 If Provider provides Behavioral Health residential treatment, including but not limited to sub-acute psychiatric services, Provider shall (a) enroll in OHA's Centralized Behavioral Health Provider Directory; (b) be part of the necessary trainings and ongoing technical assistance provided to OHA or designee; and (c) enter data required for the Directory in a timely and accurate manner in order to provide up-to-date capacity information to users of the Directory.

19.14 *Tracking System Reporting*. Provider shall enroll its Members in the Measures and Outcomes Tracking System (MOTS), formerly known as CPMS, as specified at http://www.oregon.gov/oha/amh/mots/Pages/index.aspx.

19.15 *Reporting Requirements*. Provider shall supply all required information necessary for Contractor to meet its reporting obligations under Exhibit M of the CCO Contract. This includes, but is not limited to, information and documents created as a result of the provision of wraparound services, including, without limitation, the documentation generated as a result of assessments conducted under OAR 309-019-0326(9)-(11) and any other information and documentation related to a compliance review.

20. **MAXIMUM CHARGES; COLLECTIONS**. Neither Provider nor its subcontractors shall bill Contractor for services provided to a Member for any amount greater than would be owed by the Member if Provider provided the services to the Member directly. Additionally, Provider shall comply with (and require its subcontractors to comply with, as applicable) OAR 410-120-1280 relating to when a provider may bill a Medicaid recipient and when a provider may send a Medicaid recipient to collections for unpaid medical bills.

21. **PHYSICIAN INCENTIVE PLAN ("PIP")**. If Provider has agreed to provide medical service to a Member for a capitation payment, fixed fee, or other arrangement that imposes Substantial Financial Risk on Provider, Provider must protect itself against loss by maintaining a stop loss protection as required by 42 CFR 422.208 and 422.210 ("Physician Incentive Plan Regulations") and the CCO Contract. If Provider is a Physician Group or Individual Practice Association as those terms are defined in the Physician Incentive Plan Regulations, Provider shall ensure that it does not make distributions to any Physician in violation of the Physician Incentive Plan Regulations.

22. **FEE-FOR-SERVICE MEDICARE PROVIDERS**. To the extent that Provider is a fee-for-service Medicare provider who provides services to Full-Benefit Dual Eligible Members, Provider shall comply with OAR 410-120-1280(8)(i).

23. **MEMBER ELIGIBILITY**. Provider shall verify current Member eligibility using the Automated Voice Response system, 270/271 Health Care Eligibility Benefit Inquiry and Response transactions, or the MMIS Web Portal.

24. **ELIGIBILITY FOR PAYMENT**. Provider understands and agrees that if Contractor is not paid or not eligible for payment by OHA for services provided, neither will Provider be paid or be eligible for payment.

25. **NOTICE OF TERMINATION**. Provider acknowledges and agrees that Contractor will provide written notice of the termination of the Agreement within 15 days of such termination to each Member who received his or her primary care from or was seen on a regular basis by Provider.

26. **DELIVERY SYSTEM CAPACITY**. Provider shall, if applicable, contract with facilities that meet cultural responsiveness and linguistic appropriateness, the diverse needs of Members, including, without limitation, adolescents, parents with dependent children, pregnant individuals, IV drug users and those with Medication Assisted Treatment needs.

27. **DATA DELIVERY**. Provider 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 CCO Contract. Without limiting the generality of the foregoing, Provider will cooperate with Contractor in order to meet its obligations to provide information under Exhibit B, Part 4 of the CCO Contract or as otherwise requested from time to time by OHA.

28. **PERFORMANCE MONITORING AND PARTICIPATION IN QUALITY IMPROVEMENT ACTIVITIES**. Contractor shall monitor Provider's performance on an ongoing basis and perform timely formal reviews of compliance with this Agreement. Upon request by either Contractor or the State, Provider shall participate in any internal or external quality improvement activities, including without limitation provider performance reviews. Performance reviews are timely when conducted (a) at least annually, for High risk Subcontractors, and (b) last least every three (3) years, for Low or Medium risk Subcontractors.

29. **ENROLLMENT AND PROVIDER IDENTIFICATION NUMBERS**. As applicable, Provider shall require each of its Physicians or other providers to be enrolled with OHA and have a unique provider identification number that complies with 42 USC 1320d-2(b).

30. **DEBARMENT AND SUSPENSION.** Provider 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." Provider further represents and warrants the following:

30.1 Provider is not controlled by a sanctioned individual;

30.2 Provider 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;

30.3 Provider 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:

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

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

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

31. **SURVIVAL**. All rights and obligations under this Attachment cease upon termination or expiration of the CCO Contract, except for the rights and obligations, and declarations which expressly or by their nature survive termination of the CCO Contract, including without limitation the sections or provisions set forth in Exhibit D, Section 24 of the CCO Contract.

32. **GRIEVANCE PROCESS**. Provider shall participate fully with Contractor in the handling of complaints and grievances of Members. Provider shall comply with and acknowledges receipt of or access to Contractor's Grievance and Appeal System including procedures and timeframes. Provider shall provide copies of Contractor's written procedures regarding the Grievance and Appeal System to its subcontractors and ensure that Provider's subcontractors comply with such procedures.

32.1 *Non-Emergent Medical Transportation Providers.* If Provider provides non-emergent medical transportation services, then Provider shall not preclude Members from making Grievances that have been made previously or from filing or submitting the same Grievance to Contractor, if the Grievance was not resolved by the Provider.

33. **SERVICE AUTHORIZATION**. Provider shall adhere to the policies and procedures set forth in the Contractor Service Authorization Handbook.

34. **MARKETING TO POTENTIAL MEMBERS**. To the extent applicable to the Services provided under the Agreement, Provider shall comply with the marketing requirements contained in the CCO Contract. Without limiting the generality of the foregoing, Provider shall not (a) distribute any Marketing Materials without Contractor first obtaining OHA approval, (b) seek to compel or entice Enrollment in conjunction with the sale of or offering of any private insurance, (c) directly or indirectly engage in door-to-door, emailing, texting, telephone or Cold Call Marketing activities; or (d) intentionally mislead Potential Members about their options.

35. **RECORDS AND FACILITIES.** Provider shall comply with Contractor policies and procedures related to privacy, security and retention of records. Provider shall maintain a record keeping system that: (1) includes sufficient detail and clarity to permit internal and external review to validate claim and Encounter Data submissions and to assure Members have been, and are being, provided with Medically Appropriate services consistent with the documented needs of the Member; (2) conforms to accepted professional practice and any and all Applicable Laws; (3) is supported by written policies and procedures; and (4) allows the Provider to ensure that data

provided to Contractor is accurate, timely, logical, consistent and complete. Information shall be provided in standardized formats to the extent feasible and appropriate. Contractor shall regularly monitor Provider's record keeping system and Provider shall be subject to Corrective Action for any failures.

36. **HIPAA SECURITY, DATA TRANSACTIONS SYSTEMS, AND PRIVACY COMPLIANCE**. Provider shall develop and implement such policies and procedures for maintaining the privacy and security of Records, and authorizing the use and disclosure of Records, as are required to comply with the CCO Contract and all applicable laws, including HIPAA.

36.1 *Privacy*. Provider shall ensure that all Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. Individually Identifiable Health Information relating to specific individuals may be exchanged between Provider and Contractor or OHA for purposes directly related to the provision of services to Members which are funded in whole or in part under the Agreement. However, Provider shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate HIPAA Privacy Rules in 45 CFR Parts 160 and 164, OHA Privacy Rules, OAR Chapter 407 Division 014, and OAR Chapter 943, Division 014, or OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at https://sharedsystems.dhsoha.state.or.us/forms/, Form number ME2090 Notice of Privacy Practices, or may be obtained from OHA.

36.2 *Information Security*. Provider shall adopt and employ reasonable administrative, technical and physical safeguards required by HIPAA Privacy Rules and Security Rules in 45 CFR Parts 160 and 164, OAR 407, Division 014, and OAR Chapter 943, Division 014, and OHA Notice of Privacy Practices to ensure that Member Information shall be used or disclosed only to the extent necessary for the permitted use or disclosure and consistent with Applicable Laws and the terms and conditions of the Agreement. Incidents involving the privacy and security of Member Information must be reported promptly, but in no event more than two (2) Business Days after Provider's Discovery of such incidents, to Contractor's Privacy Officer to allow for Contractor to fulfill its obligation to report such Security incidents in a timely fashion to the Privacy Compliance Officer in OHA's Information Security and Privacy Office.

36.3 *Data Transaction Systems*. Provider shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the OHA Electronic Data Transmission (EDT) Rules, OAR 943-120-0100 through 943-120-0200 . In order for Provider to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or Enrollment information, authorizations or other electronic transactions, Provider shall execute an EDT Trading Partner Agreement with OHA and shall comply with the OHA EDT Rules.

36.4 *Consultation and Testing*. If Provider reasonably believes that the Provider'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, Provider shall promptly consult the OHA HIPAA officer. Provider or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

36.5 *Information Privacy/Security/Access*. If Provider has (or its subcontractors or Agents have) Access (as defined in Exhibit N to the CCO Contract), then Provider shall (and cause such subcontractors or Agents to) comply with the requirements of Exhibit N to the CCO Contract, including but not limited to:

36.5.1 immediately notifying Contractor of an Incident or Breach and cooperating with Contractor to ensure Contractor is able to fulfill its obligations to report an Incident or Breach in compliance with Exhibit N to the CCO Contract;

36.5.2 not manipulating any URL or modifying, publishing, transmitting, reversing engineering, participating in any unauthorized transfer or sale of, creating derivative works of, or in any way exploiting the content or software comprising Access, or Information Assets made available through Access;

36.5.3 training employees on (and causing its subcontractors or Agents to be trained on, as applicable), the privacy and security obligations relating to the Data, including Client Records. Contractor shall provide periodic privacy and security training to Provider (and Provider's subcontractors and Agents), and Provider shall ensure that Provider's employees, subcontractors and Agents complete such trainings;

36.5.4 complying with (and causing subcontractors and Agents to comply with) all third-party licenses to which Access is subject, and all Applicable Laws and State policies, including those enumerated in Exhibit N to the CCO Contract, governing use and disclosure of Data (including Client Records) and Access to Information Assets, including as those laws, regulations and policies may be updated from time to time;

36.5.5 maintaining records that clearly document compliance with and performance under Exhibit N to the CCO Contract, and providing Contractor, OHA , the Oregon Secretary of State, the federal government, and their duly authorized representatives access to officers, employees, subcontractors, Agents, facilities and records to (i) determine Provider's (or its subcontractor or Agent's) compliance with Exhibit N to the CCO Contract; (ii) validate the written security risk management plan of Provider (or its subcontractor or Agent); or (iii) gather or verify any additional information OHA may require to meet any State or federal laws, rules, or orders regarding Information Assets;

36.5.6 complying with any and all requirements under the CCO Contract, including Exhibit N thereto, for identifying and addressing an Incident or Breach;

36.5.7 maintain all protections required by law or under the CCO Contract for any retained Member medical records or State of Oregon Information Asset(s), or both, for so long as the Provider (or its subcontractor or Agent) retains the Member medical records or State of Oregon Information Asset(s).

36.6 *Confidentiality*. Provider shall maintain the confidentiality of Member records and information and provide access to those records as described in Exhibit B, Part 8, Section 1 (Record Keeping Requirements) and 2 (Privacy, Security, and Retention of Records; Breach Notification); and Exhibit D, Section 15 (Access to Records and Facilities; Records Retention; Information Sharing) in the CCO Contract.

37. **RESOURCE CONSERVATION AND RECOVERY**. Provider shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et seq.). Section 6002 of that Act (codified at 42 USC 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.

38. **AUDITS**. If applicable, Provider shall comply with the audit requirements and responsibilities set forth in the CCO Contract and Applicable Law , including performance of a single organization-wide audit conducted in accordance with 2 CFR Subtitle B with guidance if required by the CCO Contract.

39. **SPECIAL NEEDS; WORKFORCE DEVELOPMENT**. Provider shall provide Trauma Informed and Culturally and Linguistically Appropriate Services to Members, as applicable. Provider shall be prepared to meet the special needs of Members who require accommodations because of disability or limited English proficiency.

40. **CULTURAL RESPONSIVENESS AND IMPLICIT BIAS TRAINING**. Provider shall provide and incorporate Cultural Responsiveness and implicit bias continuing education and trainings into its existing organization-wide training plans and programs as follows:

40.1 The trainings must align with the components of a Cultural Competence curriculum set forth by OHA's Cultural Competency Continuing Education criteria listed on OHA's website located at: https://www.oregon.gov/oha/OEI/Documents/OHA%20CCCE%20Criteria_May2019.pdf Contractor may utilize OHA pre-approved trainings to meet its obligations under this Section 39 which Provider may access at OHA's website located at: https://www.oregon.gov/oha/OEI/Documents/CCCE%20Registry_041919.pdf. Provider may develop its own curricula and trainings subject to: (i) alignment with the cultural competencies identified in the "Criteria for Approval Cultural Competence Continuing Education Training" document located in the URL above, and (ii) prior written approval by Contractor.

40.2 Provider shall ensure that all of its employee training offerings Cultural Competence and implicit bias include, at a minimum, the following fundamental areas or a combination of all: (a) Implicit bias/addressing structural barriers and systemic structures of oppression, (b) Language access (including the use of plain language) and use of Health Care Interpreters, including without limitation, the use of Certified or Qualified Health Care and American Sign Language Interpreters. (c) The use of CLAS Standards in the provision of services. About which additional information may be found at the following URL: https://www.thinkculturalhealth.hhs.gov/assets/pdfs/EnhancedNationalCLASStan dards.pdf (d) Adverse childhood experiences/trauma informed care practices that are culturally responsive and address historical trauma, (e) Uses of REAL+DREALD data to advance Health Equity, (f) Universal access and accessibility in addition to compliance with the ADA, and (g) Health literacy.

40.3 Provider shall also staff and providers (including subcontractors) to attend Cultural Responsiveness and implicit bias training. Such trainings must comply with the requirements set

forth in Para. d, Ex. K of the CCO Contract. Provider shall also comply with all of the reporting requirements set forth in Para. d, Ex. K of the CCO Contract; however, such reporting shall be made to Contractor and Contractor will, in turn, incorporate its Provider Network reporting, as required under Sub. Paras. (7)-(9) of Para. d, Sec. 10, Ex. K, into Contractor's reports.

40.4 Provider will cooperate with Contractor to meet its training goals and objectives that comply with the criteria set forth in Para. d above of Sec. 10, Ex. K of the CCO Contract. Provider will assist Contractor in its implementation of a review process of all training using criteria such that the review process will enable Contractor and OHA to Monitor and measure both the qualitative and quantitative progress, impact, and effectiveness of all training and education provided by Provider.

40.5 Upon request by Contractor, Provider will timely submit information and documentation necessary to permit Contractor to file its Annual Training and Education Report that documents all of the previous Contract Year's training activities that were provided by Provider to its employees and subcontractors. Such information and documentation will include, without limitation, reporting of training subjects, content outlines and materials, assessment of goals and objectives, target audiences, delivery system, evaluations, training dates and hours, training attendance, and trainer qualifications.

41. **PROGRAM INTEGRITY**. To the extent that Provider is delegated responsibility by Contractor for providing services to Members or processing and paying for payment of claims, Provider shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse in accordance with 42 CFR 438.608, and with the terms and conditions set forth in the CCO Contract, Exhibit B, Part 9, Sections 11-18. Provider shall cooperate with Contractor's pre-contracting readiness review or a formal annual compliance review to assess Provider's compliance with CCO Contract, Exhibit B, Part 9, Sections 11-18.

42. **FRAUD AND ABUSE PREVENTION. PROVIDER SHALL**:

42.1 Report to Contractor's Compliance Officer, OHA's Office of Program Integrity ("OPI") and DOJ's MFCU all suspected cases of Fraud, Waste, and Abuse including suspected Fraud committed by its providers, employees, subcontractors and Members, or any third parties. Provider shall also report, regardless of its own suspicions or lack thereof, any incident with any of the characteristics listed in Exhibit B, Part 9, Section 16 of the CCO Contract. All reporting shall be made promptly but in no event more than seven (7) days after Provider is initially made aware of the suspicious case. All reporting must be made as set forth in Exhibit B, Part 9, Section 17 of the CCO Contract; and

42.2 Fully cooperate in good faith with Contractor, MFCU and OPI and comply with all fraud, waste, and abuse investigations, reporting requirements, and related activities by Contractor, OPI, and MFCU or representatives of the United States of America, including but not limited to requirements under Exhibit B, Part 9, Section 17(f), OAR 410-120-1510, OAR 410-141-3520, OAR 410-141-3625, 42 CFR 433.116, 42 CFR 438.214, 438.600 to 438.610, 438.808, 42 CFR 455.20, 455.104 to 455.106 and 42 CFR 1002.3.

43. **MEDIA DISCLOSURE**. Provider shall not provide information to the media regarding a recipient of services under the CCO Contract without first consulting with and receiving approval from OHA and Contractor. Provider shall make immediate contact with OHA office and Contractor when media contact occurs. The OHA office will assist the Provider with an appropriate follow-up response for the media.

44. **MANDATORY REPORTING OF ABUSE**. Provider shall comply with all protective services, investigation and reporting requirements described in any of the following laws: (1) OAR Chapter 407, Divisions 45 to 47 (abuse investigations by the Office of Training, Investigations and Safety ("OTIS"); (2) ORS 430.735 through 430.765 (abuse reporting for adults with mental illness or developmental disabilities, including adults receiving services for a substance use disorder or a mental illness in a residential facility or a state hospital); (3) ORS 124.005 to 124.040 (elderly persons and persons with disabilities abuse); (4) ORS 441.650 to 441.680 (residents of long term care facilities); and (5) ORS 418.257 to 418.259 (child in care of a Child-Caring Agency, residential facilities for children with intellectual/developmental disabilities and child foster homes).

45. **TRUTH IN LOBBYING ACT CERTIFICATION**.

45.1 Provider certifies, to the best of its knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of Provider 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 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, or the extension continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

45.2 If any funds other than federally 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, Provider shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

45.3 Provider shall include the certification and requirements set out in this Section and shall require all subcontractors of any tier to include the certification and requirements set out in this Section, in all subcontracts and similar agreements pursuant to which any person or entity may receive federal funds.

45.4 Provider is solely responsible for all liability arising from a failure to comply with the terms of that certification. Provider shall fully indemnify the State of Oregon and Contractor for any damages suffered as a result of Provider's failure to comply with the terms of that certification.

45.5 The requirements of this Section are material. The certification described above is a prerequisite for making or entering into the Agreement imposed by Section 1352, Title 31, USC.

Provider 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.

45.6 No part of any federal funds paid to Provider 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.

45.7 No part of any federal funds paid to Provider 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.

45.8 The prohibitions in Subsections 39.6 and 39.7 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.

45.9 No part of any federal funds paid to Provider 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.

46. **WORKERS' COMPENSATION COVERAGE**. If Provider employs subject workers who work in the State of Oregon providing services under the UHN Agreement, then Provider shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employees are exempt under ORS 656.126. Proof of such insurance shall be submitted to Contractor if requested.

47. **CLEAN AIR, CLEAN WATER, AND EPA REGULATIONS** If the amount of compensation payable to Provider under the Agreement exceeds or is likely to exceed One Hundred Thousand Dollars ($100,000), Provider and its subcontractors 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 all applicable regulations adopted by the United States

Environmental Protection Agency (2 CFR Part 1532) that prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported in writing to: (a) OHA via Administrative Notice, (b) DHHS, and (c) the appropriate Regional Office of the United States Environmental Protection Agency.

48. **ENERGY POLICY AND CONSERVATION ACT**. Provider shall comply with any applicable mandatory standards and policies relating to energy efficiency, including those contained in the state Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

49. **NON-DISCRIMINATION**. Provider shall comply with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act ("ADA") of 1990, and all amendments to those acts and all regulations promulgated thereunder. Provider shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules. Without limiting the generality of the foregoing, Provider shall perform services under the Agreement to Members in a culturally competent manner, including those with limited English proficiency and diverse cultural and ethnic backgrounds; disabilities; and regardless of gender, sexual orientation, or gender identity.

50. **CONDITION OF PARTICIPATION**. Provider shall comply, and shall require any subcontractors to comply, with the Patient Rights Condition of Participation to the extent applicable and required by 42 CFR Part 482.

51. **CLINICAL LABORATORY IMPROVEMENT ACT AMENDMENTS**. Provider and any laboratories used by Provider pursuant to the Agreement shall comply with the Clinical Laboratory Improvement Amendments of 1988 ("CLIA"), 42 CFR Part 493 (Laboratory Requirements) and Chapter 438 ORS (Clinical Laboratories), which require that all laboratory testing sites providing Services shall have either a CLIA certificate of waiver or a certificate of registration along with a CLIA identification number.

52. **PRO-CHILDREN ACT OF 1994**. Provider shall comply with the Pro-Children Act of 1994 (codified at 20 USC 6081 et seq.).

53. **TRADITIONAL HEALTH WORKERS**. Any Traditional Health Workers ("THW") employed by Provider must undergo and meet the requirements for and pass the background check required of Traditional Health Workers as described in OAR 410-180-0326. Encounter Data shall be submitted for any and all THW Encounters that are eligible to be submitted and processed for claims payment.

54. **HOME HEALTH**.

54.1 *Surety Bond*. Home health care items or services (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital) shall not be reimbursed unless Provider has provided the state with a surety bond as specified in Section 1861(o)(7) of the Social Security Act.

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

55. **WRAPAROUND SERVICES**. Provider 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.

56. **PATIENT CENTERED PRIMARY CARE HOMES**. Provider shall, to the extent applicable, communicate and coordinate care with a Member's Patient Centered Primary Care Home (PCPCH) in a timely manner using electronic health information technology to the maximum extent feasible.

57. **CREDENTIALING**. If Provider is delegated credentialing, Provider shall comply with all requirements in Exhibit B, Part 4, Section 5 of the CCO Contract. Without limiting the generality of the foregoing, if Provider is credentialing provider types designated by OHA (https://www.oregon.gov/oha/HSD/OHP/Pages/Plan-Tools.aspx) as "moderate" or "high risk," Provider shall not execute any contract with such providers unless the provider has been approved for enrollment by OHA. Provider shall cooperate with the OHA with respect to site visits for such "moderate" or "high" risk providers and for ensuring that such "high" risk provider has undergone fingerprint-based background checks. For a provider who is actively enrolled in Medicare and has undergone a fingerprint-based background check as part of Medicare enrollment, OHA will deem such providers to have satisfied the same background check requirement for OHA Provider Enrollment.

58. **RETENTION OF RESPONSIBILITY BY CONTRACTOR.** The Agreement does not delegate or subcontract, and shall not be construed as delegating or subcontracting, the oversight and monitoring of Quality Improvement activities; adjudication of an Appeal in accordance with OAR 410-141-3875; non-emergency medical transportation quality assurance quarterly reporting; or oversight of all functions or responsibilities delegated to subcontractors including performance of annual formal compliance review.

59. **TELEHEALTH SERVICES**. To the extent Provider renders Services via Telehealth, Provider shall comply, and require its subcontractors to comply, with CCO Contract Exhibit B, Part 2, Sec. 8 and OAR 410-141-3566, including requirements relating to Telehealth service delivery, patient choice and consent, access to care, and compliance with federal and state privacy and confidentiality laws.

60. **PRIMARY CARE.** To the extent that Provider is a Primary Care Provider that renders Early and Periodic Screening, Diagnostic, and Treatment services for Members through age 20 ("EPSDT Services"), Provider shall ensure timely coordination and initiation of treatment for Members with health care needs identified through EPDST screenings including by: (a) assisting with scheduling appointments and arranging for Covered and Non-Covered Services needed as result of conditions disclosed during screening and diagnosis; (b) provide referrals to Members or their Representatives for, including but not limited to, social services, education programs, and

nutrition assistance programs; (c) providing assistance with scheduling of NEMT services consistent with 42 CFR § 441.62.

61. **NON-MEDICAID CONTRACT**. Except as otherwise provided below, any state or federal regulation or law applicable to Medicaid-funded services that are referred to in this Attachment shall be applicable to Non-Medicaid Members as though Non-Medicaid Members were Medicaid Members. Any reference to a federal or state regulation or to the State Plan in this Attachment that by its express language or context refers to a Medicaid-eligible individual, shall still apply to Covered Services provided to Non-Medicaid Members notwithstanding the Non-Medicaid Member's ineligibility for Medicaid. Provider shall comply, and cause all employed or contracted practitioners and all subcontractors to comply, with the requirements of this Attachment with respect to Non-Medicaid Members except as follows:

61.1 The reporting requirements identified in Section 42.1 of this Attachment shall apply only with respect to the OHA Provider Audit Unit, and shall not apply with respect to MFCU or DHS;

61.2 The following provisions of this Attachments shall not apply:

61.2.1 Any references to (i) Medicare; (ii) the Patient Protection and Affordable Care Act; and (iii) federal funds as a source of claims payment;

61.2.2 Sections 2.6 (prohibiting expenditures for roads, bridges, stadiums or other items or services not covered by OHP)

61.2.3 Section 50 (patient rights condition of participation for hospitals)

61.2.4 Section 17.2 (reimbursement to Medicare)

61.2.5 Section 17.5 (Medicare right of recovery)

61.2.6 Section 21 (mandating stop loss protection in certain circumstances)

61.2.7 Section 34 (marketing to potential members)

61.2.8 Section 53 (background checks for certified traditional healthcare workers)

61.2.9 Section 54.2 (OASIS reporting and patient notice requirements for Home Health Agencies)

62. **CONFLICT**. In the event of conflict between a provision of this Attachment and a provision of the Agreement into which it is incorporated, the provision contained in this Attachment shall control.

CASCADE HEALTH ALLIANCE SDOH GRANT PARTNER AGREEMENT

PROMPTING AND DECISION MAKING SIGNAGE PROJECT

BETWEEN:	Cascade Health Alliance an Oregon Limited Liability Company	**("CHA")**
AND:	Sky Lakes Medical Center, Inc., a not-for-profit Oregon Corporation	**("Grantee or Partner")**
EFFECTIVE DATE:	As signed and dated below	

GRANTEE/PARTNER: Sky Lakes Medical Center, Inc.

NAME OF GRANT PROJECT: Prompting and Decision Making Signage 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. <u>REQUIREMENTS</u>

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. Kelsey Mueller Wendt 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 mandate, 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 SDOH 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. All community members within Klamath County

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 $9,750 upon receipt of the signed SDOH Grant Partner Agreement and upon approval of OHA for this grant.
    ii. The second installment of $9750 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) Track the impact of utilization on the sidewalks and paths by using the city of Klamath Falls' Eco Counters, which will set the baseline for path use.
        b) After the signage and maps are installed/developed, measure how many people are utilizing them with the city of Klamath Falls' Eco Counters to see the impact of the decision-making signage.
    ii. The first technical and financial Report is due on April 15, 2023. This report should reflect progress toward the development and completion of the budget items of the first disbursement namely the design costs for building and manufacturing maps and signs. 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, 2023. This report should indicate the development and completion of the items, namely the installation and printing of maps. 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 50 I (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, in good faith, that the **Grantee/Partner** have not performed satisfactorily, CHA reserves the right to revoke this 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. OHP Required Contract Language: The contract provisions set forth in the attached Attachment B are specifically incorporated by this reference.

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.

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:** Sky Lakes Medical Center, Inc.
2865 Daggett Avenue
Klamath Falls, OR 97601
Attn: Administration

Healthy Klamath

Attn: Kelsey Mueller Wendt

Klamath Falls, OR 07601

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.

Sky Lakes Medical Center, Inc.

By: DocuSigned by: John Timmerman F317908D9E19499...

Name: John Timmerman

Title: COO

Date: 2/23/2023

Cascade Health Alliance, LLC

By: DocuSigned by: Biagio Sguera 0BECE95B0BED44F...

Name: Biagio Sguera

Title: Network Provider Manager

Date: 2/23/2023

Attachment A
Project Budget

Cascade Health Alliance SHARE Initiative Grant Budget

Proposed Budget for: Physical Activity Prompting and Decision Making Signage Project

Organizations Name: Health Klamath

Proposed budget submission date: 12/22/2022

Contact Person (Name/Title/Office Phone/Cell Phone): Kelsey Mueller Wendt, Policy Manager, (541) 539-0102

Business Address: 2701 Foothills Blvd, Klamath Falls, OR

Project Revenue	Requested Amount $	Committed Amount $	In-Kind Contribution	Sub-Total $	Explanation
Healthy Klamath			$ 2,000	$ 2,000	We will pay for the cost of coordination on this project.
CHA	$19,500			$19,500	SHARE Initiative Sponsorship Application
		Total Expected Income for Project		**$ 21,500**	

Project Expenses	Amount $	Explanation
Sign manufacturing	$10,000	
Design cost for building map and signs	$3,500	
Sign Installation	$3,000	
Printing of maps	$3,000	
Project Coordinator	$2,000	

Total Expected Costs	**$21,500**	

ATTACHMENT B
Required CCO Contract Provisions
Effective January 1, 2023

Cascade Health Alliance, LLC ("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 and Addictions and Mental Health Division (the "CCO Contract"). The CCO Contract addresses the provision of Medicaid managed care services to certain enrollees of the Oregon Health Plan ("Medicaid Members"). In addition, Contractor and OHA have entered into a Non-Medicaid Health Plan Services Contract (the "Non-Medicaid Contract"), which provides benefits that mirror Medicaid benefits to certain children and adults ("Non-Medicaid Members"). Together, the CCO Contract and Non-Medicaid Contract are the "OHA Contracts," and for the purposes of this Attachment, the Medicaid Members and Non-Medicaid Members are "Members." The OHA Contracts require Contractor to include certain provisions in all subcontracts under the OHA Contracts.

In accordance with such requirement, this Attachment is incorporated by reference into and made part of this Agreement between Contractor and **Sky Lakes Medical Center, Inc.** ("Provider") with respect to goods and services provided under the Agreement by Provider to Members. Provider shall comply and cause its subcontractors, employees, contracted practitioners and agents to comply with the provisions of this Attachment to the extent they are applicable to the goods and services provided by Provider under the Agreement. Capitalized terms used in this Attachment but not otherwise defined in this Attachment or the Agreement shall have the same meaning as those terms in the OHA Contracts, including definitions incorporated therein by reference.

1. **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 OHA or any other agency or department of the State of Oregon, or both, and Provider that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County or of Multnomah County for the State of Oregon; provided, however, (a) if federal jurisdiction exists then OHA may remove the claim to federal court, and (b) if a claim must be brought in or is removed to a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section 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. **PROVIDER, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

2. **COMPLIANCE WITH APPLICABLE LAW**.

2.1 Provider shall comply with all State and local laws, regulations, executive orders and ordinances applicable to the CCO Contract or to the performance of Services as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated

care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provision of behavioral health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) State law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Provider shall, to the maximum extent economically feasible in the performance of the Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

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

2.3 Provider shall comply with all federal laws, regulations and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, Provider expressly agrees to comply and cause all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements , Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Section 1557 of the Patient Protection and Affordable Care Act (ACA) (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, as amended, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) the Mental Health Parity and Addiction Equity Act of 2008, as amended, (j) CMS regulations (including 42 CFR Part 438, subpart K) and guidance regarding mental health parity, including 42 CFR 438.900 et seq., (k) all regulations and administrative rules established pursuant to the foregoing laws, (l) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (m) all federal laws requiring reporting of Member abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.

2.4 Without limiting the generality of the foregoing, Provider shall comply with all Medicaid laws, rules, regulations, applicable sub-regulatory guidance and contract provisions.

2.5 If the Agreement, including amendments, is for more than $10,000, then Provider shall comply and cause all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

2.6 Provider 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 ("OHP").

3. **INDEPENDENT CONTRACTOR**.

3.1 Provider is not an officer, employee, or Agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

3.2 If Provider is currently performing work for the State of Oregon or the federal government, Provider, by signature to the Agreement, represents and warrants the Provider's Services to be performed under the Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Provider currently performs work would prohibit Provider's Services under the Agreement. If compensation under the Agreement is to be charged against federal funds, Provider certifies that it is not currently employed by the federal government.

3.3 Provider is responsible for all federal and State taxes applicable to compensation paid to Provider under the Agreement. Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Provider under the Agreement, except as a self-employed individual.

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

4. **REPRESENTATIONS AND WARRANTIES**.

4.1 *Provider's Representations and Warranties*. Provider represents and warrants to Contractor that:

4.1.1 Provider has the power and authority to enter into and perform the Agreement,

4.1.2 The Agreement, when executed and delivered, shall be a valid and binding obligation of Provider enforceable in accordance with its terms,

4.1.3 Provider has the skill and knowledge possessed by well-informed members of its industry, trade or profession, and Provider 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 Provider's industry, trade or profession.

4.1.4 Provider shall, at all times during the term of the Agreement, be qualified, professionally competent, and duly licensed to perform the Services, and

4.1.5 Provider prepared its application related to the Agreement, if any, independently from all other applicants, and without collusion, Fraud, or other dishonesty.

4.2 *Warranties Cumulative*. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

5. **GENERAL STANDARDS AND REQUIRED PROVISIONS**. The following general standards shall apply to the Agreement. In addition, to the extent Provider is expressly permitted to subcontract any of the Services or obligations Provider is required to perform under the Agreement, Provider shall ensure that all subcontracts under this Agreement include, and shall require all subcontractors to meet, all of the following standards.

5.1 To the extent Contractor delegates or subcontracts any services or obligations under the CCO Contract to Provider, Provider shall perform the services and meet the obligations and terms and conditions of the CCO Contract as if Provider were Contractor. Provider may enter into a subcontract under this Agreement only in accordance with Contractor's express written authorization.

5.2 All subcontracts under the CCO Contract, including this Agreement and any subcontracts hereunder, shall (i) be in writing, (ii) specify the subcontracted Work and reporting responsibilities, (iii) be in compliance with all requirements of the CCO Contract and of this Agreement (in the case of a subcontract hereunder) that are applicable to the services or obligations delegated under the subcontract, and (iv) incorporate the applicable provisions of the CCO Contract and this Agreement (in the case of a subcontract hereunder), based on the scope of Work subcontracted, such that the subcontract provisions are the same as or substantively similar to the applicable provisions of the CCO Contract and this Agreement (including without limitation this Attachment).

5.3 Provider shall enter into a business associate agreement with Contractor and with any subcontractor when required under and in accordance with HIPAA, and as directed by Contractor.

5.4 Provider shall cooperate with Contractor's evaluation and documentation of Provider's readiness and ability to perform the activities delegated to Provider under this Agreement. To the extent Provider furnishes services on behalf of Contractor for a Medicare Advantage plan, at the request of Contractor, Provider shall share with Contractor the results of Provider's readiness review evaluation required by Medicare. Provider acknowledges that OHA has the right to receive copies of all such evaluations and documentation.

5.5 Provider shall cooperate with Contractor and OHA with respect to screening for exclusion from participation in federal programs. Provider acknowledges that Contractor and Provider are prohibited from subcontracting to any excluded subcontractor any Work or obligations required to be performed under the CCO Contract.

5.6 Provider shall cooperate with Contractor with respect to criminal background checks prior to starting any work identified in the Agreement or the CCO Contract.

5.7 Provider acknowledges that Contractor does not have the right to subcontract certain obligations and Work required to be performed under the CCO Contract. No subcontract of Provider may terminate or limit Provider's legal or contractual responsibility to OHA and Contractor for the timely and effective performance of Provider's duties and responsibilities under

the Agreement. A breach of any such subcontract by a subcontractor is deemed a breach of this Agreement by Provider and Provider shall be liable to Contractor and OHA for such breach. Provider acknowledges Contractor's right to impose any and all Corrective Action, Sanctions Recoupment, Withholding and other recovered amounts and enforcement actions in connection with a breach of the Agreement or any subcontract.

5.8 Provider shall provide to Contractor a Subcontractor and Delegated Work Report in which Provider shall summarize in list form all activities required to be performed under the Agreement, including those that have been subcontracted to a subcontractor. The Subcontractor and Delegated Work Report must be provided to Contractor by no later than January 15 of each Contract Year and at least thirty (30) days prior to signing of any agreement between Provider and a subcontractor. The Subcontractor and Delegated Work Report shall also include all of the following:

5.8.1 The legal name of Provider and any subcontractor;

5.8.2 The scope of Work being subcontracted;

5.8.3 The current risk level of Provider and any subcontractor (High, Medium, Low) as determined by Contractor based on the level of Member impact of Provider's or such subcontractor's Work; the results of any previous Subcontractor Performance Report(s); and any other factors deemed applicable by Contractor or OHA or any combination thereof. A Subcontractor (including Provider and its subcontractors) will be considered High risk if such Subcontractor (a) provides direct service to Members or performs work directly impacting Member care or treatment, and/or (b) has had one or more formal review findings within the previous three (3) years for which OHA and/or Contractor has required such Subcontractor to undertake any corrective action;

5.8.4 Copies of ownership disclosure form for Provider and any subcontractor, if requested by Contractor or OHA;

5.8.5 Any ownership stake between the parties; and

5.8.6 Except to the extent Contractor notifies Provider in writing that it will perform any of the following, an attestation that Provider (i) conducted a readiness review of the subcontractor, unless Contractor previously conducted a readiness review of the subcontractor's Work performed under its subcontract within the last three (3) years; (ii) confirmed that the subcontractor was and is not an excluded from participation in federal program; (iii) confirmed all subcontractor employees are subject to, and have undergone, criminal background checks; and (iv) confirmed that the written subcontract entered into with the subcontractor meets all of the requirements set forth in Ex. B, Part 4 of the CCO Contract and other applicable provisions of the CCO Contract and this Agreement.

5.9 In addition to the obligations identified as being precluded from subcontracting under Sec. 11, Ex. B, Part 4 of the CCO Contract and as may be set forth in any other provision of the CCO Contract, nothing in this Agreement is intended to delegate the following obligations of Contractor under the CCO Contract:

5.9.1 Oversight and Monitoring of Quality Improvement activities; and

5.9.2 Adjudication of Appeals in a Member Grievance and Appeal process.

5.10 If deficiencies are identified in Provider's or a subcontractor's performance for any functions outlined in the Agreement or CCO Contract, whether those deficiencies are identified by Contractor, by OHA, or their designees, Contractor, and Provider, if applicable, shall require Provider or its subcontractor to respond and remedy those deficiencies within the timeframe determined by Contractor or OHA, as specified in the Agreement or each Subcontract.

5.11 Provider shall not bill Members for services that are not covered under the CCO Contract unless there is a full written disclosure or waiver (also referred to as an agreement to pay) on file, signed by the Member, in advance of the services being provided, in accordance with OAR 410-141-3540.

5.12 In accordance with Exhibit I of the CCO Contract, Contractor shall provide Provider, and Provider shall provide each of its subcontractors, at the time it enters into the Agreement or subcontract, the OHA-approved written procedures for the Contractor Grievance and Appeal System.

5.13 Contractor shall be entitled to Monitor the performance of all subcontractors, including Provider and any Provider subcontractor, on an ongoing basis and perform timely formal reviews of their compliance with all subcontracted obligations and other responsibilities, performance, deficiencies, and areas for improvement. Provider acknowledges that Contractor will document such review in a Subcontractor Performance Report. Provider and any Provider subcontractor shall provide access to Records and any other assistance requested by Contractor or OHA to allow Contractor to perform this obligation. Provider acknowledges that High risk Subcontractors must be reviewed at least annually and Low or Medium risk Subcontractors must be reviewed at least every three (3) years.

5.14 Provider acknowledges that the Subcontractor Performance Report may include elements such as, but not limited to, the following:

5.14.1 An assessment of the quality of subcontractor's performance of contracted Work;

5.14.2 Any complaints or Grievances filed in relation to subcontractor's Work;

5.14.3 Any late submission of reporting deliverables or incomplete data;

5.14.4 Whether employees of the subcontractor are screened and Monitored for federal exclusion from participation in Medicaid;

5.14.5 The adequacy of subcontractor's compliance functions; and

5.14.6 Any deficiencies that have been identified by OHA or Contractor related to work performed by subcontractor.

5.15 If a subcontractor (including Provider and its subcontractors) renders services under a Medicare Advantage plan operated by Contractor or its parent company or subsidiary, at the request of Contractor, Provider or such subcontractor (as applicable) shall furnish the results of its Medicare required compliance review to Contractor and Provider acknowledges that Contractor may furnish such results to OHA.

5.16 Provider shall cooperate with Contractor's oversight of its performance of all functions and responsibilities delegated to Provider under the Agreement.

5.17 In the event Contractor identifies, whether through ongoing monitoring or formal annual compliance review, deficiencies or areas for improvement in Provider's (including its subcontractors') performance, Provider shall cooperate with Contractor and shall comply with any Corrective Action Plan implemented by Contractor to remedy such deficiencies. Provider acknowledges that Contractor may communicate with OHA regarding monitoring, auditing and reviews of Provider, including without limitation any such Corrective Action.

6. **SUBCONTRACTS; REQUIRED PROVISIONS**. The following provisions shall apply to Provider as subcontractor to Contractor. In addition, where Provider is expressly permitted to subcontract certain functions of the Agreement, Provider shall ensure that any subcontracts include all of the following provisions. As applied to Provider's subcontractors, references in the following subsections to "Contractor" shall be deemed to be references to "Contractor and Provider," as appropriate.

6.1 Contractor shall have the right to terminate the Agreement or any subcontract, take remedial action, and impose other Sanctions, such that Contractor's rights substantively align with OHA's rights under the CCO Contract, if Provider's or its subcontractor's performance is inadequate to meet the requirements of the CCO Contract;

6.2 Contractor may revoke the delegation of activities or obligations, or implement other remedies in instances where OHA or Contractor determine Provider or its subcontractor has breached the terms of the Agreement or subcontract;

6.3 Provider and its subcontractors shall comply with the payment, withholding, incentive and other requirements set forth in 42 CFR § 438.6 that are applicable to the Work required under the Agreement or the Subcontract;

6.4 Provider and its subcontractors shall submit Valid Claims for services including all the fields and information needed to allow the claim to be processed without further information within timeframes for valid, accurate, Encounter Data submission as required under Ex. B, Part 8 and other provisions of the CCO Contract;

6.5 Provider shall, and shall require its subcontractors to, comply with all Applicable Laws, including without limitation, all Medicaid laws, rules, regulations, as well as all applicable sub-regulatory guidance and contract provisions;

6.6 Provider agrees, and shall require subcontractors to agree, that Contractor, OHA, the Oregon Secretary of State, CMS, HHS, the Office of the Inspector General, the Comptroller General of the United States, or their duly authorized representatives and designees, or all of them

or any combination of them, have the right to audit, evaluate, and inspect any books, Records, contracts, computers or other electronic systems of Provider or its subcontractors, or of Provider's or subcontractor's contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under the CCO Contract;

6.7 Provider shall, and shall require that its subcontractors, make available, for purposes of audit, evaluation, or inspection its premises, physical facilities, equipment, books, Records, contracts, computer, or other electronic systems relating to its Medicaid Members;

6.8 Provider shall, and shall require that its subcontractors, respond and comply in a timely manner to any and all requests from Contractor or OHA or their designees for information or documentation pertaining to Work outlined in the CCO Contract;

6.9 Provider agrees, and shall require its subcontractors to agree, that the right to audit by Contractor, OHA, CMS, the DHHS Inspector General, the Comptroller General or their designees, will exist for a period of ten (10) years from the CCO Contract's Expiration Date or from the date of completion of any audit, whichever is later; and

6.10 If Contractor, OHA, CMS, or the DHHS Inspector General determines that there is a reasonable possibility of Fraud or similar risk, OHA, CMS, or the DHHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.

6.11 Pursuant to 42 CFR § 438.608, to the extent that Provider, or any of Provider's subcontractors, provide services to Members or process and pay for claims, Provider shall, and shall require that subcontractors, adopt and comply with all of Contractor's Fraud, Waste, and Abuse policies, procedures, reporting obligations, and annual Fraud, Waste, and Abuse Prevention Plan and otherwise require subcontractor to comply with and perform all of the same obligations, terms and conditions of Contractor as set forth in Ex. B, Part 9 of the CCO Contract.

6.11.1 Unless expressly provided otherwise in the applicable provision, Provider shall, and shall require that subcontractors, report any provider and Member Fraud, Waste, or Abuse to Contractor which Contractor will in turn report to OHA or the applicable agency, division, or entity within thirty (30) days of identification of the Fraud, Waste or Abuse unless a shorter time is provided in Contractor's Policies and Procedures.

6.12 Provider shall, and shall require that subcontractors, allow Contractor to perform Monitoring, audit, and other review processes for the purpose of determining and reporting on compliance with the terms and conditions of the subcontract, including, without limitation, compliance with Medical and other records security and retention policies and procedures.

6.13 Provider acknowledges that Contractor will document and maintain documentation of all Monitoring activities. Provider shall, and shall require subcontractors to, provide access to Contractor to allow Contractor to Monitor activities under the Agreement and shall retain sufficient records to permit Contractor's monitoring.

6.14 Provider shall, and shall require subcontractors to, meet the standards for timely access to care and services as set forth in the CCO Contract, OAR 410-141-3515 and OAR 410-141-3860, which includes, without limitation, providing services within a time frame that takes

into account the urgency of the need for services. This requirement includes the Participating Providers offering hours of operation that are not less or different than the hours of operation offered to Contractor's commercial Members (as applicable).

6.15 Provider shall, and shall require subcontractors to, report any Other Primary, third-party Insurance to which a Member may be entitled to Contractor within fourteen (14) days of becoming aware that the applicable Member has such coverage to enable Contractor to report such information to OHA as required under Sec. 17, Ex. B, Part 8 of the CCO Contract.

6.16 Provider shall provide, and shall require subcontractors to provide, in a timely manner upon request, as requested by Contractor in accordance with a request made by OHA, or as may be requested directly by OHA, all Third-Party Liability eligibility information and any other information requested by OHA or Contractor, as applicable, in order to assist in the pursuit of financial recovery.

6.17 Provider shall give Contractor immediate written notice of the termination of any subcontract under the Agreement so that Contractor may meet its obligations to give notice of such termination to OHA and Members, as applicable.

7. **ACCESS TO RECORDS AND FACILITIES**. Provider shall maintain all financial records related to the Agreement in accordance with best practices or National Association of Insurance Commissioners accounting standards. In addition, Provider shall maintain any other Records, books, documents, papers, plans, records of shipment and payments, and writings of Provider, whether in paper, electronic or other form, that are pertinent to the Agreement in such a manner as to clearly document Provider's performance. All Clinical Records, financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of Provider, whether in paper, electronic or any other form, that are pertinent to the Agreement are collectively referred to as "Records".

7.1 Provider acknowledges and agrees that Contractor, OHA, CMS, the Oregon Secretary of State, DHHS, the Office of the Inspector General, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit ("MFCU") and their duly authorized representatives shall have the right to access to all Records to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of the Services. Provider further acknowledges and agrees that the foregoing entities may, at any time, inspect, and Provider shall make available for purposes of such audit, its premises, physical facilities, books, computer systems, and any other equipment and facilities where Medicaid-related activities or work is conducted, or equipment is used (or both conducted and used).

7.2 Provider shall retain and keep accessible all Records for the longer of ten years or:

7.2.1 The retention period specified in the CCO Contract for certain kinds of Records;

7.2.2 The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapters 410 and 166; or

7.2.3 Until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement.

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

8. **ASSIGNMENT OF CONTRACT; SUCCESSORS IN INTEREST**.

8.1 Provider shall not assign or transfer its interest in the Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the 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, Section 21 of the CCO 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.

8.2 The provisions of the Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

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

10. **GENERAL REQUIREMENTS**. Without limiting the scope of any other provision of this Attachment, the Agreement into which it is incorporated, or any other agreement, Provider shall at a minimum perform all its obligations in accordance with all applicable provisions of:

10.1 The relevant "Benefit Package" or set of Covered Services in effect at the time services are performed;

10.2 All applicable Oregon Statutes and Oregon Administrative Rules;

10.3 All applicable federal statutes and regulations, including but not limited to 42 USC 1320-d et seq. (HIPAA), and 42 CFR Part 2;

10.4 Any applicable manuals or services guide(s);

10.5 All policies and procedures as adopted by Contractor from time to time; and

10.6 Any provision of the CCO Contract that applies to the Services to be performed by Provider, including but not limited to:

10.6.1 Exhibit B, Part 2 (Covered and Non-Covered Services);

10.6.2 Exhibit B, Part 3 (Patient Rights and Responsibilities, Engagement and Choice);

10.6.3 Exhibit B, Part 4 (Providers and Delivery System);

10.6.4 Exhibit B, Part 8 (Accountability and Transparency of Operations)

10.6.5 Exhibit B, Part 9 (Program Integrity);

10.6.6 Exhibit D, Sections 1 (Governing Law, Consent to Jurisdiction), 2 (Compliance with Applicable Law), 3 (Independent Contractor), 4 (Representation and Warranties), 15 (Access to Records and Facilities; Records Retention; Information Sharing), 16 (Force Majeure), 18 (Assignment of Contract, Successors in Interest), 19 (Subcontracts), 24 (Survival), 30 (Equal Access), 31 (Media Disclosure), and 32 (Mandatory Reporting of Abuse).

10.6.7 Exhibit E (Required Federal Terms and Conditions);

10.6.8 Exhibit F (Insurance Requirements);

10.6.9 Exhibit I (Grievance and Appeal System); and

10.6.10 Exhibit M (Behavioral Health).

11. **PROVIDER DIRECTORY**. Provider shall adhere to Contractor's established policies for Provider Directories and the applicable timeframes for updating the information therein.

12. **MEMBER RIGHTS**. Provider shall comply with and facilitate the Member Rights under Medicaid listed in Exhibit B, Part 3, Section 2 of the CCO Contract and OAR 410-141-3590. Without limiting the generality of the foregoing, Provider shall meet the following standards:

12.1 *Treating Members with Respect and Equality*. Provider shall treat each Member with respect and with due consideration for his or her dignity and privacy. In addition, Provider shall treat each Member the same as other patients who receive services equivalent to Covered Services.

12.2 *Information on Treatment Options*. Provider shall ensure that each Member receives information on available treatment options and alternatives in a manner appropriate to the Member's condition and ability to understand, including provision of auxiliary aids and services to ensure disability access to health information as required by Section 1557 of the PPACA.

12.3 *Participation Decisions*. Provider shall allow each Member to participate in decisions regarding such Member's own healthcare, including (a) being actively involved in the development of Treatment Plans; (b) participating in decisions regarding the Member's own health care, including the right to refuse treatment; (c) having the opportunity to execute a statement of wishes for treatment, including the right to accept or refuse medical, surgical, or Behavioral Health treatment; (d) execute directives and powers of attorney for health care established under ORS 127.505 to 127.660 and the Omnibus Budget Reconciliation Act of 1990 – Patient Self-Determination Act; and (e) have family involved in Treatment Planning.

12.4 *Copy of Medical Records*. Provider shall ensure that each Member is allowed to request and receive a copy of Member's own medical records (unless access is restricted in

accordance with ORS 179.505 or other applicable law) and request that they be amended or corrected as specified in 45 CFR Part 164. Members must have access to their own personal health information in the manner provided in 45 CFR 164.524 and ORS 179.505(9) so the Member can share the information with others involved in the Member's care and make better health care and lifestyle choices. Provider may charge Members for reasonable duplication costs when they request copies of their records.

12.5 *Exercise of Rights*. Provider shall ensure that any Member exercising such Member's rights is not treated adversely as a result of the exercise of these rights. Provider shall not discriminate in any way against Members when those Members exercise their rights under the OHP.

12.6 *Nondiscrimination*. Provider shall provide all Medically Appropriate Covered Services for Covered Members in an amount, duration, and scope that is no less than that furnished to clients receiving fee-for-service services.

13. **EQUAL ACCESS**. Provider shall provide equal access to covered services for both male and female members under 18 years of age, including access to appropriate facilities, services, and treatment, to achieve the policy in ORS 417.270.

14. **PREVENTIVE SERVICES MEDICAL CASE MANAGEMENT**. All preventive services provided to Members shall be reported to Contractor and are subject to Contractor's Medical Case Management and Record Keeping responsibilities.

15. **CERTIFICATION OF CLAIMS AND INFORMATION**. Provider certifies that all claims, submissions, and/or information it or its subcontractors provide are true, accurate, and complete. Provider expressly acknowledges that Contractor will pay any claims from federal and State funds, and that any falsification or concealment of any material fact by Provider or its subcontractors when submitting claims may be prosecuted under federal and State laws.

16. **VALID CLAIMS; ENCOUNTER DATA.** Pursuant to OAR 410-141-3565, Provider shall submit all billings for Members to Contractor within one hundred and twenty (120) days of the Date of Service. However, Provider may, if necessary submit its billing to Contractor within three hundred and sixty-five (365) days of the Date of Services under the following circumstances: (i) Billing is delayed due to retroactive deletions or enrollments; (ii) pregnancy of the Member; (iii) Medicare is the primary payer, unless Contractor is responsible for Medicare reimbursement; (iv) cases involving Third-Party Resources; or (v) other cases that delay the initial billing to Contractor, unless the delay was due to Provider's failure to verify a Member's eligibility. Provider must document, maintain, and provide to Contractor all Encounter Data records that document Provider's reimbursement to Federally Qualified Health Centers, Rural Health Centers and Indian Health Care Providers. All such documents and records must be provided to Contractor upon request.

17. **THIRD PARTY RESOURCES**.

17.1 *Provision of Covered Services*. Provider 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.

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

17.3 *Confidentiality*. When engaging in Personal Injury recovery actions, Provider shall comply with federal confidentiality requirements described in Exhibit E, Section 6 of the CCO Contract and any other additional confidentiality obligations required under the CCO Contract and State law.

17.4 *Third-Party Liability*. Contractor is the payor of last resort when other insurance or Medicare is in effect. Provider shall cooperate with Contractor in the implementation of policies and procedures to identify and obtain payment from third parties. Provider shall maintain records of Provider's actions related to Third-Party Liability recovery. Provider shall request and obtain Third-Party Liability information from members and promptly provide such information to Contractor. Such information shall include:

17.4.1 The name of the Third-Party Payer, or in cases where the Third Party Payer has insurance to cover the liability, the name of the policy holder;

17.4.2 The Member's relationship to the Third-Party Payer or policy holder;

17.4.3 The social security number of the Third-Party Payer or policy holder;

17.4.4 The name and address of the Third-Party Payer or applicable insurance company;

17.4.5 The policy holder's policy number for the insurance company; and

17.4.6 The name and address of any Third-Party who paid the claim.

17.5 *Right of Recovery*. Provider shall comply with 42 USC 1395y(b) and 42 CFR Part 411, Subparts C-E, which gives Medicare the right to recover its benefits from employers and workers' compensation carriers, liability insurers, automobile or no-fault insurers, and employer group health plans before any other entity including Contractor or Provider.

17.6 *Disenrolled Members*. If OHA retroactively disenrolls a Member at the time the Member acquired Other Primary Insurance, pursuant to OAR 410-141-3080(3)(e)(A) or 410-141-3810, Provider does not have the right to collect, and shall not attempt 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.

18. **HEALTH EQUITY; CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES**. Provider shall cooperate with Contractor in developing methods that increase access

to Culturally and Linguistically Appropriate Services, advance health equity and reduce health disparities, in accordance with all applicable terms and conditions of the CCO Contract. Without limiting the foregoing, Provider shall cooperate and work together with Contractor to identify and support a system of care that integrates best practices for care and delivery of services to reduce waste and improve the health and wellbeing of all Members. This may include training and education and/or the development of Culturally and Linguistically Appropriate tools for Provider to assist in the education of Members about roles and responsibilities in communication and care coordination.

19. **BEHAVIORAL HEALTH SERVICES**. If Provider provides no behavioral health services in connection with the CCO Contract, this section shall not apply. If Provider provides behavioral health services in connection with the CCO Contract, Provider shall comply with all relevant provisions of Exhibit M of the CCO Contract, including but not limited to the following:

19.1 *Behavioral Health Requirements.* Provider shall:

19.1.1 Be responsible for providing Behavioral Health services, including Mental Health wellness appointments as specified in the applicable OARs implementing Enrolled Oregon House Bill 2469 (2021), for all Members and Care Coordination for Members accessing non-covered Behavioral Health services in accordance with the applicable terms and conditions of the CCO Contract;

19.1.2 Ensure that Services and supports meet the needs of the Member and address the recommendations stated in the Member's Behavioral Health Assessment;

19.1.3 Ensure Members have timely access to care in accordance with OAR 410-141-3515 and the applicable terms and conditions of the CCO Contract, including without limitation Ex. B, Part 4.

19.2 *Integration, Transition and Collaboration with Partners.* Provider shall:

19.2.1 Provide Behavioral Health services in an integrated manner;

19.2.2 Work collaboratively to improve Behavioral Health services for all Members, including adult Members with Severe and Persistent Mental Illness;

19.2.3 Ensure that Members who are ready to transition to a Community placement are living in the most integrated setting appropriate for the Member;

19.2.4 Ensure that Members transitioning to another health care setting are receiving services consistent with the Member's treatment goals, clinical needs, and informed choice;

19.2.5 Provide oversight, Care Coordination, transition planning and management of the Behavioral Health needs of Members to ensure Culturally and Linguistically Appropriate Behavioral Health services are provided in a way that Members are served in the most natural and integrated environment possible and that minimizes the use of institutional care;

19.2.6 Engage with local law enforcement, jail staff and courts to improve outcomes and mitigate additional health and safety impacts for Members who have criminal justice involvement related to their Behavioral Health conditions; and

19.2.7 Ensure access to and document all efforts to provide Supported Employment Services for all adult Members eligible for these services, in accordance with OAR 309-019-0275 through 309-019-0295.

19.3 *Referrals, Prior Authorizations, and Approvals*. Provider shall:

19.3.1 Ensure Members have access to Behavioral Health screenings and Referrals for services at multiple health system or health care entry points;

19.3.2 Refrain from requiring Prior Authorization for certain Behavioral Health services within Contractor's Provider Network in accordance with OAR 410-141-3835. Provider shall require Prior Authorization for the Behavioral Health services identified in specified sections of the CCO Contract, as identified by Contractor to Provider;

19.3.3 Refrain from requiring Prior Authorization for the first thirty (30) days of Medication-Assisted Treatment within Contractor's Provider Network, in accordance with OAR 410-141-3835;

19.3.4 Ensure Prior Authorization for Behavioral Health services comply with mental health parity regulations in 42 CFR Part 438, subpart K;

19.3.5 Make a Prior Authorization determination within three (3) days of a request for non-emergent Behavioral Health hospitalization or residential care;

19.3.6 Not require Members to obtain approval of a Primary Care Physician in order to access to Behavioral Health Assessment and evaluation services. Members shall have the right to refer themselves to Behavioral Health services available from the Provider Network;

19.3.7 Ensure that Provider's staff (including the staff of any subcontractors) making Prior Authorization determinations for Substance Use Disorder treatment services and supports have adequate training and experience to evaluate medical necessity for Substance Use Disorders using the ASAM Criteria and DSM Criteria.

19.4 *Screening*. Provider shall:

19.4.1 Use a comprehensive Behavioral Health Assessment tool, in accordance with OAR 309-019-0135, to assist in adapting the intensity and frequency of Behavioral Health services to the Behavioral Health needs of the Member;

19.4.2 Screen Members for adequacy of supports for the Family in the home (e.g., housing adequacy, nutrition/food, diaper needs, Transportation needs, safety needs and home visiting).

19.4.3 Screen Members for, and provide, Medically Appropriate and Evidence-Based treatments for Members who have both mental illness and Substance Use Disorders.

19.4.4 Assess for opioid use disorders for populations at high risk for severe health outcomes, including overdose and death, including pregnant Members and Members being discharged from residential, Acute care, and other institutional settings.

19.4.5 Screen Members and provide prevention, early detection, brief intervention and Referral to Behavioral Health services in any of the following circumstances: (a) at an initial contact or during a routine physical exam; (b) at an initial prenatal exam; (c) when the Member shows evidence of Substance Use Disorders or abuse; (d) when the Member over-utilizes Covered Services; and (e) when a Member exhibits a reassessment trigger for Intensive Care Coordination needs.

19.5 *Substance Use Disorders*. Provider shall:

19.5.1 Provide SUD services to Members, which include Outpatient, intensive Outpatient, Medication Assisted Treatment including opiate substitution services, and residential, and withdrawal management services, consistent with OAR Chapter 309, Divisions 18, 19 and 22 and Chapter 415, Divisions 20 and 50. SUD services also include Community Integration Services as described in the OHP SUD 1115 Demonstration wavier approved by CMS and as specified in applicable Oregon regulations;

19.5.2 Inform all Members, using Culturally and Linguistically Appropriate means, that SUD services are Covered Services consistent with OAR 410-141-3585;

19.5.3 Provide Culturally and Linguistically Appropriate alcohol, tobacco, and other drug abuse prevention/education and information that reduce Members' risk to SUD. Provider's prevention program shall meet or model national quality assurance standards;

19.5.4 Provide Culturally and Linguistically Appropriate SUD services for any Member who meets the ASAM Criteria for:

(a) Outpatient, intensive Outpatient, SUD Day Treatment, residential, Withdrawal Management, and Medication Assisted Treatment including opiate substitution treatment, regardless of prior alcohol or other drug treatment or education; and

(b) Specialized programs in each Service Area in the following categories: court referrals, Child Welfare referrals, employment, education, housing support services or Referrals; and services or Referrals to specialty treatment for persons with Co-Occurring Disorders.

19.5.5 Ensure that specialized, Trauma Informed, SUD services are provided in environments that are Culturally and Linguistically Appropriate, designed specifically for the following groups:

(a) Children and adolescents, taking into consideration child and adolescent development,

(b) Co-occuring conditions,

(c) Women, and women's specific issues,

(d) Ethnically and racially diverse groups,

(e) Intravenous drug users,

(f) Individuals involved with the criminal justice system,

(g) Individuals with co-occurring disorders,

(h) Parents accessing residential treatment with any accompanying dependent children,

(i) Veterans and military service members, and

(j) Individuals accessing residential treatment with Medication Assisted Treatment.

19.5.6 Where Medically Appropriate, provide detoxification in a non-Hospital facility. All such facilities or programs providing detoxification services must have a certificate of approval or license from OHA in accordance with OAR Chapter 415, Division 12.

19.5.7 Provide to Members receiving SUD services, to the extent of available Community resources and as Medically Appropriate, information and Referral to Community services which may include but are not limited to: child care, elder care, housing, Transportation, employment, vocational training, educational services, mental health services, financial services, and legal services.

19.5.8 In addition to any other confidentiality requirements, comply with federal confidentiality laws and regulations (42 CFR Part 2) governing the identity and medical/Client records of Members who receive SUD services.

19.5.9 Comply with the requirements relating to Behavioral Health Resource Networks as specified in the applicable OARs.

19.6 *Co-Occurring Disorders*. Provider shall ensure access to treatment for Co-Occurring Disorders ("COD") for Members assessed at Levels 1 or 2 of the ASAM Criteria with Providers certified by OHA for COD services, contingent upon the availability of one or more appropriately certified COD Providers in Contractor's Service Area. Provider shall ensure access to treatment for COD for Members assessed at Levels 3 or 4 of the ASAM Criteria with Providers certified or licensed by OHA for COD services, contingent upon the availability of one or more appropriately certified or licensed Providers and regardless of whether the Provider is located in Contractor's Service Area.

19.7 *Gambling Disorders*. Provider shall ensure Member access to Outpatient Problem Gambling Treatment Services that are Medically Necessary Covered Services, contingent upon the availability of Providers certified by OHA for such services in Contractor's Service Area. Provider shall assist Members in gaining access to problem gambling treatment services not covered by the OHA Contract, including but not limited to residential treatment and Outpatient treatment that do not meet DSM diagnostic criteria for a gambling disorder. Such services are Carve-Out Services and paid by OHA under its direct contracts with Providers.

19.8 *Assertive Community Treatment ("ACT")*.

19.8.1 Provider or Care Coordinator shall meet with the Member face-to-face to discuss ACT services and provide information to support the Member in making an informed decision regarding participation. This must include a description of ACT services and how to access them, an explanation of the role of the ACT team, how supports can be individualized based on the Member's self-identified needs, and ways that ACT can enhance a Member's care and support independent Community living.

19.8.2 For Members with Severe and Persistent Mental Illness (SPMI), Provider shall ensure that:

(a) Members are assessed to determine eligibility for ACT; and

(b) Where applicable, ACT services are provided in accordance with OAR 309-019-0105 and 309-019-0225 through 309-019-0255.

19.9 *Peer Delivered Services and Outpatient Behavioral Health Services*

19.9.1 Provider shall inform Members of and encourage utilization of Peer Delivered Services, including Peer Support Specialist, Peer Wellness Specialist, Family Support Specialist, Youth Support Specialist, or other Peer Specialist, in accordance with OAR 309-019-0105.

19.9.2 Provider shall encourage utilization of PDS by providing Members with information, which must include a description of PDS and how to access it, a description of the types of PDS Providers, an explanation of the role of the PDS Provider, and ways that PDS can enhance Members' care.

19.9.3 Provider may utilize PDS in providing other Behavioral Health services such as ACT, crisis services, Warm Handoffs from Hospitals, and services at Oregon State Hospital.

19.9.4 Provider shall provide Outpatient Behavioral Health Services that include but are not limited to (a) specialty programs that promote resiliency and rehabilitative functioning for individual and Family outcomes; and (b) ACT, Wraparound, behavior supports, crisis care, Respite Care, Intensive Outpatient Services and Supports, and Intensive In-Home Behavioral Health Treatment (IIBHT). In providing IIBHT services, Provider shall comply with all relevant provisions of Exhibit M of the CCO Contract (including providing such information and reports

to Contractor that Contractor shall need to timely fulfill notification and reporting obligations in Exhibit M, Section 22), OAR 309-019-0167, OAR 410-172-0650, and OAR 410-172-0695.

19.9.5 Outpatient Behavioral Health Services provided by Provider must, regardless of location, frequency, intensity or duration of services, as Medically Appropriate: (a) include assessment, evaluation, treatment planning, supports and delivery; (b) be Trauma-Informed; and (c) include strategies to address environmental and physical factors, Social Determinants of Health and Equity, and neuro-developmental needs that affect behavior.

19.10 *Behavioral Health Crisis Management System.*

19.10.1 Provider shall establish a crisis management system, including Post Stabilization Services and Urgent Care Services available for all Members on a twenty-four (24)-hour, seven (7)-day-a-week basis consistent with OAR 410-141-3840, 42 CFR 438.114, and the applicable section of Ex. B, Part 2 of the OHA Contract.

19.10.2 The crisis management system must provide an immediate, initial and limited duration response for potential Behavioral Health emergency situations or emergency situations that may include Behavioral Health conditions, including:

(a) Screening to determine the nature of the situation and the Member's immediate need for Covered Services;

(b) Capacity to conduct the elements of a Behavioral Health Assessment that are needed to determine the interventions necessary to begin stabilizing a crisis situation;

(c) Development of a written initial services plan at the conclusion of the Behavioral Health Assessment;

(d) Provision of Covered Services and Outreach needed to address the urgent or crisis situation; and

(e) Linkage with public sector crisis services, such as Mobile Crisis Services and diversion services.

19.10.3 The crisis management system must include the necessary array of services to respond to Behavioral Health crises, that may include crisis hotline, Mobile Crisis team, walk-in/drop-off crisis center, crisis apartment/respite and short-term stabilization unit capabilities.

19.10.4 Provider shall ensure access to Mobile Crisis Services and crisis hotline for all Members in accordance with OAR 309-019-0105, and 309-019-0300 to 309-019-0320 to promote stabilization in a Community setting rather than arrest, presentation to an Emergency Department, or admission to an Acute care facility.

19.11 *Care Coordination / Intensive Care Coordination.*

19.11.1 Contractor and Provider shall provide Care Coordination and Intensive Care Coordination (ICC) for Members with Behavioral Health disorders in accordance with OAR 410-141-3860, and 410-141-3870 and the applicable sections in Ex. B, Parts 2 and 4 of the OHA Contract.

19.11.2 Contractor and Provider shall ensure all Care Coordinators work with Provider team members to coordinate integrated care. This includes but is not limited to coordination of physical health, Behavioral Health, intellectual and developmental disability, DHS, Oregon Youth Authority, Social Determinants of Health, Oregon Department of Veterans Affairs, United States Department of Veterans Affairs, and Ancillary Services.

19.11.3 Contractor and Provider shall ensure coordination and appropriate Referral to ICC to ensure that Member's rights are met and there is post-discharge support.

19.11.4 Contractor shall authorize and reimburse for ICC Services, in accordance with OAR 410-141-3860 and 410-141-3870.

19.11.5 Contractor shall track and coordinate for ICC reassessment triggers and ensure there are multiple rescreening points for Members based on reassessment triggers for ICC.

19.12 *Children and Youth Behavioral Health Services.*

19.12.1 Provider shall provide services to children, young adults and families that are sufficient in frequency, duration, location, and type that are convenient to the youth and Family. Services should alleviate crisis while allowing for the development of natural supports, skill development, normative activities and therapeutic resolution to Behavioral Health disorders and environmental conditions that may impact the remediation of a Behavioral Health disorder.

19.12.2 Provider shall ensure women with children, unpaid caregivers, families and children ages birth through five (5) years, receive immediate intake and assessment in accordance with timely access standards in OAR 410-141-3515.

19.12.3 Provider shall maintain an intensive and flexible service continuum for children and youth who are at risk of placement disruption, school failure, criminal involvement, becoming Homeless or other undesirable outcomes due a Behavioral Health disorder.

19.12.4 Provider shall utilize Evidence-Based Behavioral Health interventions for the Behavioral Health needs of Members who are children and youth.

19.12.5 Provider shall ensure Members have access to Evidence-Based Dyadic Treatment and treatment that allows children to remain living with their primary parent or guardian. Dyadic treatment is specifically designed for children eight (8) years and younger.

19.12.6 Provider shall ensure that children in the highest levels of care (subacute, residential or day treatment) received Family treatment with their caregivers provided that no Social Determinants of Health or other conditions will preclude such caregivers from actively and meaningfully participating in Family treatment. Provider shall also ensure that children in the highest levels of care (subacute, residential or day treatment) have, if clinically indicated, a

psychological evaluation current within the past twelve (12) months and will receive a child psychiatric evaluation and ongoing psychiatric care in accordance with OAR 309-022-0155. Should a child under age six (6) be in day treatment, subacute, or residential care settings, a developmental evaluation shall be done in addition to a psychological evaluation, if clinically indicated.

19.12.7 Contractor and Provider shall coordinate admissions to and discharges from Acute Inpatient Hospital Psychiatric Care and Sub-Acute Care for Members seventeen (17) and under, including Members in the care and custody of DHS Child Welfare or Oregon Youth Authority (OYA). For a Member seventeen (17) and under, placed by DHS Child Welfare through a voluntary placement agreement, Contractor and Provider shall also coordinate with such Member's parent or legal guardian.

19.12.8 Provider shall ensure that level of care criteria for Behavioral Health Outpatient services, Intensive Outpatient Services and Supports, and IIBHT include children birth through five (5) years in accordance with OAR Chapter 309, Division 22.

(a) Provider shall provide a minimum level of intensive Outpatient level of care for children birth through five (5) years with indications of Adverse Childhood Events and high complexity due to one or more of the following: multi system involvement, two or more caregiver placements within the past six (6) months, moderate to severe behavior challenges, at risk of losing current caregiver placement, or school or daycare placement.

19.12.9 Provider shall ensure that periodic social-emotional screening for all children birth through five (5) years is conducted in the primary care setting and ensure any concerns revealed by the screening are addressed in a timely manner.

19.13 *Providers.*

19.13.1 Provider shall ensure its employees and any subcontractors are trained in integration, and Foundations of Trauma Informed Care (https://traumainformedoregon.org/tic-intro-training-modules/). Contractor will conduct regular, periodic oversight and technical assistance on these topics to subcontractors and Providers.

19.13.2 Provider shall ensure its employees, subcontractors, and Providers of Behavioral Health services are trained in recovery principles, motivational interviewing.

19.13.3 Provider will develop Individual Service and Support Plans for Members, to assess for Adverse Childhood Experiences (ACEs), trauma and resiliency in a Culturally and Linguistically Appropriate manner, using a Trauma Informed framework.

19.13.4 If Provider has a waiver under the Drug Addiction Treatment Act of 2000 and 42 CFR Part 8, Provider is permitted to treat and prescribe buprenorphine for opioid addiction in any appropriate practice setting in which Provider is otherwise credentialed to practice and in which such treatment would be Medically Appropriate.

19.13.5 If Provider assesses Members for admission to, and length of stay in, Substance Use Disorders and Co-Occurring Disorders programs and services, Provider shall use the ASAM Criteria for level of care placement decisions, and that they have the training and background necessary to evaluate medical necessity for Substance Use Disorders Services using the ASAM Criteria and DSM criteria.

19.13.6 If Provider provides Behavioral Health residential treatment, including but not limited to sub-acute psychiatric services, Provider shall (a) enroll in OHA's Centralized Behavioral Health Provider Directory; (b) be part of the necessary trainings and ongoing technical assistance provided to OHA or designee; and (c) enter data required for the Directory in a timely and accurate manner in order to provide up-to-date capacity information to users of the Directory.

19.14 *Tracking System Reporting*. Provider shall enroll its Members in the Measures and Outcomes Tracking System (MOTS), formerly known as CPMS, as specified at http://www.oregon.gov/oha/amh/mots/Pages/index.aspx.

19.15 *Reporting Requirements*. Provider shall supply all required information necessary for Contractor to meet its reporting obligations under Exhibit M of the CCO Contract. This includes, but is not limited to, information and documents created as a result of the provision of wraparound services, including, without limitation, the documentation generated as a result of assessments conducted under OAR 309-019-0326(9)-(11) and any other information and documentation related to a compliance review.

20. **MAXIMUM CHARGES; COLLECTIONS**. Neither Provider nor its subcontractors shall bill Contractor for services provided to a Member for any amount greater than would be owed by the Member if Provider provided the services to the Member directly. Additionally, Provider shall comply with (and require its subcontractors to comply with, as applicable) OAR 410-120-1280 relating to when a provider may bill a Medicaid recipient and when a provider may send a Medicaid recipient to collections for unpaid medical bills.

21. **PHYSICIAN INCENTIVE PLAN ("PIP")**. If Provider has agreed to provide medical service to a Member for a capitation payment, fixed fee, or other arrangement that imposes Substantial Financial Risk on Provider, Provider must protect itself against loss by maintaining a stop loss protection as required by 42 CFR 422.208 and 422.210 ("Physician Incentive Plan Regulations") and the CCO Contract. If Provider is a Physician Group or Individual Practice Association as those terms are defined in the Physician Incentive Plan Regulations, Provider shall ensure that it does not make distributions to any Physician in violation of the Physician Incentive Plan Regulations.

22. **FEE-FOR-SERVICE MEDICARE PROVIDERS**. To the extent that Provider is a fee-for-service Medicare provider who provides services to Full-Benefit Dual Eligible Members, Provider shall comply with OAR 410-120-1280(8)(i).

23. **MEMBER ELIGIBILITY**. Provider shall verify current Member eligibility using the Automated Voice Response system, 270/271 Health Care Eligibility Benefit Inquiry and Response transactions, or the MMIS Web Portal.

24. **ELIGIBILITY FOR PAYMENT**. Provider understands and agrees that if Contractor is not paid or not eligible for payment by OHA for services provided, neither will Provider be paid or be eligible for payment.

25. **NOTICE OF TERMINATION**. Provider acknowledges and agrees that Contractor will provide written notice of the termination of the Agreement within 15 days of such termination to each Member who received his or her primary care from or was seen on a regular basis by Provider.

26. **DELIVERY SYSTEM CAPACITY**. Provider shall, if applicable, contract with facilities that meet cultural responsiveness and linguistic appropriateness, the diverse needs of Members, including, without limitation, adolescents, parents with dependent children, pregnant individuals, IV drug users and those with Medication Assisted Treatment needs.

27. **DATA DELIVERY**. Provider 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 CCO Contract. Without limiting the generality of the foregoing, Provider will cooperate with Contractor in order to meet its obligations to provide information under Exhibit B, Part 4 of the CCO Contract or as otherwise requested from time to time by OHA.

28. **PERFORMANCE MONITORING AND PARTICIPATION IN QUALITY IMPROVEMENT ACTIVITIES**. Contractor shall monitor Provider's performance on an ongoing basis and perform timely formal reviews of compliance with this Agreement. Upon request by either Contractor or the State, Provider shall participate in any internal or external quality improvement activities, including without limitation provider performance reviews. Performance reviews are timely when conducted (a) at least annually, for High risk Subcontractors, and (b) last least every three (3) years, for Low or Medium risk Subcontractors.

29. **ENROLLMENT AND PROVIDER IDENTIFICATION NUMBERS**. As applicable, Provider shall require each of its Physicians or other providers to be enrolled with OHA and have a unique provider identification number that complies with 42 USC 1320d-2(b).

30. **DEBARMENT AND SUSPENSION.** Provider 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." Provider further represents and warrants the following:

30.1 Provider is not controlled by a sanctioned individual;

30.2 Provider 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;

30.3 Provider 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:

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

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

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

31. **SURVIVAL**. All rights and obligations under this Attachment cease upon termination or expiration of the CCO Contract, except for the rights and obligations, and declarations which expressly or by their nature survive termination of the CCO Contract, including without limitation the sections or provisions set forth in Exhibit D, Section 24 of the CCO Contract.

32. **GRIEVANCE PROCESS**. Provider shall participate fully with Contractor in the handling of complaints and grievances of Members. Provider shall comply with and acknowledges receipt of or access to Contractor's Grievance and Appeal System including procedures and timeframes. Provider shall provide copies of Contractor's written procedures regarding the Grievance and Appeal System to its subcontractors and ensure that Provider's subcontractors comply with such procedures.

32.1 *Non-Emergent Medical Transportation Providers.* If Provider provides non-emergent medical transportation services, then Provider shall not preclude Members from making Grievances that have been made previously or from filing or submitting the same Grievance to Contractor, if the Grievance was not resolved by the Provider.

33. **SERVICE AUTHORIZATION**. Provider shall adhere to the policies and procedures set forth in the Contractor Service Authorization Handbook.

34. **MARKETING TO POTENTIAL MEMBERS**. To the extent applicable to the Services provided under the Agreement, Provider shall comply with the marketing requirements contained in the CCO Contract. Without limiting the generality of the foregoing, Provider shall not (a) distribute any Marketing Materials without Contractor first obtaining OHA approval, (b) seek to compel or entice Enrollment in conjunction with the sale of or offering of any private insurance, (c) directly or indirectly engage in door-to-door, emailing, texting, telephone or Cold Call Marketing activities; or (d) intentionally mislead Potential Members about their options.

35. **RECORDS AND FACILITIES.** Provider shall comply with Contractor policies and procedures related to privacy, security and retention of records. Provider shall maintain a record keeping system that: (1) includes sufficient detail and clarity to permit internal and external review to validate claim and Encounter Data submissions and to assure Members have been, and are being, provided with Medically Appropriate services consistent with the documented needs of the Member; (2) conforms to accepted professional practice and any and all Applicable Laws; (3) is supported by written policies and procedures; and (4) allows the Provider to ensure that data

provided to Contractor is accurate, timely, logical, consistent and complete. Information shall be provided in standardized formats to the extent feasible and appropriate. Contractor shall regularly monitor Provider's record keeping system and Provider shall be subject to Corrective Action for any failures.

36. **HIPAA SECURITY, DATA TRANSACTIONS SYSTEMS, AND PRIVACY COMPLIANCE**. Provider shall develop and implement such policies and procedures for maintaining the privacy and security of Records, and authorizing the use and disclosure of Records, as are required to comply with the CCO Contract and all applicable laws, including HIPAA.

36.1 *Privacy*. Provider shall ensure that all Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. Individually Identifiable Health Information relating to specific individuals may be exchanged between Provider and Contractor or OHA for purposes directly related to the provision of services to Members which are funded in whole or in part under the Agreement. However, Provider shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate HIPAA Privacy Rules in 45 CFR Parts 160 and 164, OHA Privacy Rules, OAR Chapter 407 Division 014, and OAR Chapter 943, Division 014, or OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at https://sharedsystems.dhsoha.state.or.us/forms/, Form number ME2090 Notice of Privacy Practices, or may be obtained from OHA.

36.2 *Information Security*. Provider shall adopt and employ reasonable administrative, technical and physical safeguards required by HIPAA Privacy Rules and Security Rules in 45 CFR Parts 160 and 164, OAR 407, Division 014, and OAR Chapter 943, Division 014, and OHA Notice of Privacy Practices to ensure that Member Information shall be used or disclosed only to the extent necessary for the permitted use or disclosure and consistent with Applicable Laws and the terms and conditions of the Agreement. Incidents involving the privacy and security of Member Information must be reported promptly, but in no event more than two (2) Business Days after Provider's Discovery of such incidents, to Contractor's Privacy Officer to allow for Contractor to fulfill its obligation to report such Security incidents in a timely fashion to the Privacy Compliance Officer in OHA's Information Security and Privacy Office.

36.3 *Data Transaction Systems*. Provider shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the OHA Electronic Data Transmission (EDT) Rules, OAR 943-120-0100 through 943-120-0200 . In order for Provider to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or Enrollment information, authorizations or other electronic transactions, Provider shall execute an EDT Trading Partner Agreement with OHA and shall comply with the OHA EDT Rules.

36.4 *Consultation and Testing*. If Provider reasonably believes that the Provider'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, Provider shall promptly consult the OHA HIPAA officer. Provider or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

36.5 *Information Privacy/Security/Access*. If Provider has (or its subcontractors or Agents have) Access (as defined in Exhibit N to the CCO Contract), then Provider shall (and cause such subcontractors or Agents to) comply with the requirements of Exhibit N to the CCO Contract, including but not limited to:

36.5.1 immediately notifying Contractor of an Incident or Breach and cooperating with Contractor to ensure Contractor is able to fulfill its obligations to report an Incident or Breach in compliance with Exhibit N to the CCO Contract;

36.5.2 not manipulating any URL or modifying, publishing, transmitting, reversing engineering, participating in any unauthorized transfer or sale of, creating derivative works of, or in any way exploiting the content or software comprising Access, or Information Assets made available through Access;

36.5.3 training employees on (and causing its subcontractors or Agents to be trained on, as applicable), the privacy and security obligations relating to the Data, including Client Records. Contractor shall provide periodic privacy and security training to Provider (and Provider's subcontractors and Agents), and Provider shall ensure that Provider's employees, subcontractors and Agents complete such trainings;

36.5.4 complying with (and causing subcontractors and Agents to comply with) all third-party licenses to which Access is subject, and all Applicable Laws and State policies, including those enumerated in Exhibit N to the CCO Contract, governing use and disclosure of Data (including Client Records) and Access to Information Assets, including as those laws, regulations and policies may be updated from time to time;

36.5.5 maintaining records that clearly document compliance with and performance under Exhibit N to the CCO Contract, and providing Contractor, OHA , the Oregon Secretary of State, the federal government, and their duly authorized representatives access to officers, employees, subcontractors, Agents, facilities and records to (i) determine Provider's (or its subcontractor or Agent's) compliance with Exhibit N to the CCO Contract; (ii) validate the written security risk management plan of Provider (or its subcontractor or Agent); or (iii) gather or verify any additional information OHA may require to meet any State or federal laws, rules, or orders regarding Information Assets;

36.5.6 complying with any and all requirements under the CCO Contract, including Exhibit N thereto, for identifying and addressing an Incident or Breach;

36.5.7 maintain all protections required by law or under the CCO Contract for any retained Member medical records or State of Oregon Information Asset(s), or both, for so long as the Provider (or its subcontractor or Agent) retains the Member medical records or State of Oregon Information Asset(s).

36.6 *Confidentiality*. Provider shall maintain the confidentiality of Member records and information and provide access to those records as described in Exhibit B, Part 8, Section 1 (Record Keeping Requirements) and 2 (Privacy, Security, and Retention of Records; Breach Notification); and Exhibit D, Section 15 (Access to Records and Facilities; Records Retention; Information Sharing) in the CCO Contract.

37. **RESOURCE CONSERVATION AND RECOVERY**. Provider shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et seq.). Section 6002 of that Act (codified at 42 USC 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.

38. **AUDITS**. If applicable, Provider shall comply with the audit requirements and responsibilities set forth in the CCO Contract and Applicable Law , including performance of a single organization-wide audit conducted in accordance with 2 CFR Subtitle B with guidance if required by the CCO Contract.

39. **SPECIAL NEEDS; WORKFORCE DEVELOPMENT**. Provider shall provide Trauma Informed and Culturally and Linguistically Appropriate Services to Members, as applicable. Provider shall be prepared to meet the special needs of Members who require accommodations because of disability or limited English proficiency.

40. **CULTURAL RESPONSIVENESS AND IMPLICIT BIAS TRAINING**. Provider shall provide and incorporate Cultural Responsiveness and implicit bias continuing education and trainings into its existing organization-wide training plans and programs as follows:

40.1 The trainings must align with the components of a Cultural Competence curriculum set forth by OHA's Cultural Competency Continuing Education criteria listed on OHA's website located at: https://www.oregon.gov/oha/OEI/Documents/OHA%20CCCE%20Criteria_May2019.pdf Contractor may utilize OHA pre-approved trainings to meet its obligations under this Section 39 which Provider may access at OHA's website located at: https://www.oregon.gov/oha/OEI/Documents/CCCE%20Registry_041919.pdf. Provider may develop its own curricula and trainings subject to: (i) alignment with the cultural competencies identified in the "Criteria for Approval Cultural Competence Continuing Education Training" document located in the URL above, and (ii) prior written approval by Contractor.

40.2 Provider shall ensure that all of its employee training offerings Cultural Competence and implicit bias include, at a minimum, the following fundamental areas or a combination of all: (a) Implicit bias/addressing structural barriers and systemic structures of oppression, (b) Language access (including the use of plain language) and use of Health Care Interpreters, including without limitation, the use of Certified or Qualified Health Care and American Sign Language Interpreters. (c) The use of CLAS Standards in the provision of services. About which additional information may be found at the following URL: https://www.thinkculturalhealth.hhs.gov/assets/pdfs/EnhancedNationalCLASStan dards.pdf (d) Adverse childhood experiences/trauma informed care practices that are culturally responsive and address historical trauma, (e) Uses of REAL+DREALD data to advance Health Equity, (f) Universal access and accessibility in addition to compliance with the ADA, and (g) Health literacy.

40.3 Provider shall also staff and providers (including subcontractors) to attend Cultural Responsiveness and implicit bias training. Such trainings must comply with the requirements set

forth in Para. d, Ex. K of the CCO Contract. Provider shall also comply with all of the reporting requirements set forth in Para. d, Ex. K of the CCO Contract; however, such reporting shall be made to Contractor and Contractor will, in turn, incorporate its Provider Network reporting, as required under Sub. Paras. (7)-(9) of Para. d, Sec. 10, Ex. K, into Contractor's reports.

40.4 Provider will cooperate with Contractor to meet its training goals and objectives that comply with the criteria set forth in Para. d above of Sec. 10, Ex. K of the CCO Contract. Provider will assist Contractor in its implementation of a review process of all training using criteria such that the review process will enable Contractor and OHA to Monitor and measure both the qualitative and quantitative progress, impact, and effectiveness of all training and education provided by Provider.

40.5 Upon request by Contractor, Provider will timely submit information and documentation necessary to permit Contractor to file its Annual Training and Education Report that documents all of the previous Contract Year's training activities that were provided by Provider to its employees and subcontractors. Such information and documentation will include, without limitation, reporting of training subjects, content outlines and materials, assessment of goals and objectives, target audiences, delivery system, evaluations, training dates and hours, training attendance, and trainer qualifications.

41. **PROGRAM INTEGRITY**. To the extent that Provider is delegated responsibility by Contractor for providing services to Members or processing and paying for payment of claims, Provider shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse in accordance with 42 CFR 438.608, and with the terms and conditions set forth in the CCO Contract, Exhibit B, Part 9, Sections 11-18. Provider shall cooperate with Contractor's pre-contracting readiness review or a formal annual compliance review to assess Provider's compliance with CCO Contract, Exhibit B, Part 9, Sections 11-18.

42. **FRAUD AND ABUSE PREVENTION. PROVIDER SHALL**:

42.1 Report to Contractor's Compliance Officer, OHA's Office of Program Integrity ("OPI") and DOJ's MFCU all suspected cases of Fraud, Waste, and Abuse including suspected Fraud committed by its providers, employees, subcontractors and Members, or any third parties. Provider shall also report, regardless of its own suspicions or lack thereof, any incident with any of the characteristics listed in Exhibit B, Part 9, Section 16 of the CCO Contract. All reporting shall be made promptly but in no event more than seven (7) days after Provider is initially made aware of the suspicious case. All reporting must be made as set forth in Exhibit B, Part 9, Section 17 of the CCO Contract; and

42.2 Fully cooperate in good faith with Contractor, MFCU and OPI and comply with all fraud, waste, and abuse investigations, reporting requirements, and related activities by Contractor, OPI, and MFCU or representatives of the United States of America, including but not limited to requirements under Exhibit B, Part 9, Section 17(f), OAR 410-120-1510, OAR 410-141-3520, OAR 410-141-3625, 42 CFR 433.116, 42 CFR 438.214, 438.600 to 438.610, 438.808, 42 CFR 455.20, 455.104 to 455.106 and 42 CFR 1002.3.

43. **MEDIA DISCLOSURE**. Provider shall not provide information to the media regarding a recipient of services under the CCO Contract without first consulting with and receiving approval from OHA and Contractor. Provider shall make immediate contact with OHA office and Contractor when media contact occurs. The OHA office will assist the Provider with an appropriate follow-up response for the media.

44. **MANDATORY REPORTING OF ABUSE**. Provider shall comply with all protective services, investigation and reporting requirements described in any of the following laws: (1) OAR Chapter 407, Divisions 45 to 47 (abuse investigations by the Office of Training, Investigations and Safety ("OTIS"); (2) ORS 430.735 through 430.765 (abuse reporting for adults with mental illness or developmental disabilities, including adults receiving services for a substance use disorder or a mental illness in a residential facility or a state hospital); (3) ORS 124.005 to 124.040 (elderly persons and persons with disabilities abuse); (4) ORS 441.650 to 441.680 (residents of long term care facilities); and (5) ORS 418.257 to 418.259 (child in care of a Child-Caring Agency, residential facilities for children with intellectual/developmental disabilities and child foster homes).

45. **TRUTH IN LOBBYING ACT CERTIFICATION**.

45.1 Provider certifies, to the best of its knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of Provider 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 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, or the extension continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

45.2 If any funds other than federally 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, Provider shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

45.3 Provider shall include the certification and requirements set out in this Section and shall require all subcontractors of any tier to include the certification and requirements set out in this Section, in all subcontracts and similar agreements pursuant to which any person or entity may receive federal funds.

45.4 Provider is solely responsible for all liability arising from a failure to comply with the terms of that certification. Provider shall fully indemnify the State of Oregon and Contractor for any damages suffered as a result of Provider's failure to comply with the terms of that certification.

45.5 The requirements of this Section are material. The certification described above is a prerequisite for making or entering into the Agreement imposed by Section 1352, Title 31, USC.

Provider 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.

45.6 No part of any federal funds paid to Provider 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.

45.7 No part of any federal funds paid to Provider 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.

45.8 The prohibitions in Subsections 39.6 and 39.7 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.

45.9 No part of any federal funds paid to Provider 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.

46. **WORKERS' COMPENSATION COVERAGE**. If Provider employs subject workers who work in the State of Oregon providing services under the UHN Agreement, then Provider shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employees are exempt under ORS 656.126. Proof of such insurance shall be submitted to Contractor if requested.

47. **CLEAN AIR, CLEAN WATER, AND EPA REGULATIONS** If the amount of compensation payable to Provider under the Agreement exceeds or is likely to exceed One Hundred Thousand Dollars ($100,000), Provider and its subcontractors 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 all applicable regulations adopted by the United States

Environmental Protection Agency (2 CFR Part 1532) that prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported in writing to: (a) OHA via Administrative Notice, (b) DHHS, and (c) the appropriate Regional Office of the United States Environmental Protection Agency.

48. **ENERGY POLICY AND CONSERVATION ACT**. Provider shall comply with any applicable mandatory standards and policies relating to energy efficiency, including those contained in the state Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

49. **NON-DISCRIMINATION**. Provider shall comply with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act ("ADA") of 1990, and all amendments to those acts and all regulations promulgated thereunder. Provider shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules. Without limiting the generality of the foregoing, Provider shall perform services under the Agreement to Members in a culturally competent manner, including those with limited English proficiency and diverse cultural and ethnic backgrounds; disabilities; and regardless of gender, sexual orientation, or gender identity.

50. **CONDITION OF PARTICIPATION**. Provider shall comply, and shall require any subcontractors to comply, with the Patient Rights Condition of Participation to the extent applicable and required by 42 CFR Part 482.

51. **CLINICAL LABORATORY IMPROVEMENT ACT AMENDMENTS**. Provider and any laboratories used by Provider pursuant to the Agreement shall comply with the Clinical Laboratory Improvement Amendments of 1988 ("CLIA"), 42 CFR Part 493 (Laboratory Requirements) and Chapter 438 ORS (Clinical Laboratories), which require that all laboratory testing sites providing Services shall have either a CLIA certificate of waiver or a certificate of registration along with a CLIA identification number.

52. **PRO-CHILDREN ACT OF 1994**. Provider shall comply with the Pro-Children Act of 1994 (codified at 20 USC 6081 et seq.).

53. **TRADITIONAL HEALTH WORKERS**. Any Traditional Health Workers ("THW") employed by Provider must undergo and meet the requirements for and pass the background check required of Traditional Health Workers as described in OAR 410-180-0326. Encounter Data shall be submitted for any and all THW Encounters that are eligible to be submitted and processed for claims payment.

54. **HOME HEALTH**.

54.1 *Surety Bond*. Home health care items or services (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital) shall not be reimbursed unless Provider has provided the state with a surety bond as specified in Section 1861(o)(7) of the Social Security Act.

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

55. **WRAPAROUND SERVICES**. Provider 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.

56. **PATIENT CENTERED PRIMARY CARE HOMES**. Provider shall, to the extent applicable, communicate and coordinate care with a Member's Patient Centered Primary Care Home (PCPCH) in a timely manner using electronic health information technology to the maximum extent feasible.

57. **CREDENTIALING**. If Provider is delegated credentialing, Provider shall comply with all requirements in Exhibit B, Part 4, Section 5 of the CCO Contract. Without limiting the generality of the foregoing, if Provider is credentialing provider types designated by OHA (https://www.oregon.gov/oha/HSD/OHP/Pages/Plan-Tools.aspx) as "moderate" or "high risk," Provider shall not execute any contract with such providers unless the provider has been approved for enrollment by OHA. Provider shall cooperate with the OHA with respect to site visits for such "moderate" or "high" risk providers and for ensuring that such "high" risk provider has undergone fingerprint-based background checks. For a provider who is actively enrolled in Medicare and has undergone a fingerprint-based background check as part of Medicare enrollment, OHA will deem such providers to have satisfied the same background check requirement for OHA Provider Enrollment.

58. **RETENTION OF RESPONSIBILITY BY CONTRACTOR.** The Agreement does not delegate or subcontract, and shall not be construed as delegating or subcontracting, the oversight and monitoring of Quality Improvement activities; adjudication of an Appeal in accordance with OAR 410-141-3875; non-emergency medical transportation quality assurance quarterly reporting; or oversight of all functions or responsibilities delegated to subcontractors including performance of annual formal compliance review.

59. **TELEHEALTH SERVICES**. To the extent Provider renders Services via Telehealth, Provider shall comply, and require its subcontractors to comply, with CCO Contract Exhibit B, Part 2, Sec. 8 and OAR 410-141-3566, including requirements relating to Telehealth service delivery, patient choice and consent, access to care, and compliance with federal and state privacy and confidentiality laws.

60. **PRIMARY CARE.** To the extent that Provider is a Primary Care Provider that renders Early and Periodic Screening, Diagnostic, and Treatment services for Members through age 20 ("EPSDT Services"), Provider shall ensure timely coordination and initiation of treatment for Members with health care needs identified through EPDST screenings including by: (a) assisting with scheduling appointments and arranging for Covered and Non-Covered Services needed as result of conditions disclosed during screening and diagnosis; (b) provide referrals to Members or their Representatives for, including but not limited to, social services, education programs, and

nutrition assistance programs; (c) providing assistance with scheduling of NEMT services consistent with 42 CFR § 441.62.

61. **NON-MEDICAID CONTRACT**. Except as otherwise provided below, any state or federal regulation or law applicable to Medicaid-funded services that are referred to in this Attachment shall be applicable to Non-Medicaid Members as though Non-Medicaid Members were Medicaid Members. Any reference to a federal or state regulation or to the State Plan in this Attachment that by its express language or context refers to a Medicaid-eligible individual, shall still apply to Covered Services provided to Non-Medicaid Members notwithstanding the Non-Medicaid Member's ineligibility for Medicaid. Provider shall comply, and cause all employed or contracted practitioners and all subcontractors to comply, with the requirements of this Attachment with respect to Non-Medicaid Members except as follows:

61.1 The reporting requirements identified in Section 42.1 of this Attachment shall apply only with respect to the OHA Provider Audit Unit, and shall not apply with respect to MFCU or DHS;

61.2 The following provisions of this Attachments shall not apply:

61.2.1 Any references to (i) Medicare; (ii) the Patient Protection and Affordable Care Act; and (iii) federal funds as a source of claims payment;

61.2.2 Sections 2.6 (prohibiting expenditures for roads, bridges, stadiums or other items or services not covered by OHP)

61.2.3 Section 50 (patient rights condition of participation for hospitals)

61.2.4 Section 17.2 (reimbursement to Medicare)

61.2.5 Section 17.5 (Medicare right of recovery)

61.2.6 Section 21 (mandating stop loss protection in certain circumstances)

61.2.7 Section 34 (marketing to potential members)

61.2.8 Section 53 (background checks for certified traditional healthcare workers)

61.2.9 Section 54.2 (OASIS reporting and patient notice requirements for Home Health Agencies)

62. **CONFLICT**. In the event of conflict between a provision of this Attachment and a provision of the Agreement into which it is incorporated, the provision contained in this Attachment shall control.

CASCADE HEALTH ALLIANCE SDOH GRANT PARTNER AGREEMENT

HARVEST BOX PROJECT

BETWEEN:	Cascade Health Alliance a duly licensed Oregon corporation	**("CHA")**
AND:	Klamath Grown	**("Grantee or Partner")**
EFFECTIVE DATE:	As signed and dated below	

GRANTEE/PARTNER: Harvest Box Project

NAME OF GRANT PROJECT: Klamath Grown

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. <u>REQUIREMENTS</u>

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. Alexander Froom 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. <u>SERVICE DOMAINS and POPULATIONS SERVED</u>

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 SDOH 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 Economic Stability
c. Populations served. Low income families, who often are also members of the Oregon Health Plan

C. <u>PAYMENT and FUNDING</u>

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 $20,849 upon receipt of the signed SDOH Grant Partner Agreement and upon approval of OHA for this grant.
    ii. The second installment of $20,849 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 as referenced in attachment B of this agreement.
   ii. The first technical and financial Report is due on April 15, 2023. This report should reflect progress toward the development and completion of the budget items of the first disbursement namely coordination of Harvest Box products. 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, 2023. This report should indicate the development and completion of the items, namely the creation and preparation of educational materials and cooking classes. 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 50 I (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. Required OHP Contract Language: The contract provisions set forth in attached Attachment C are specifically incorporated by this reference.
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.

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:** Klamath Grown
Attn: Alexander Froom, Board President
Klamath Falls, OR 97601

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.

Klamath Grown

By: DocuSigned by: Alexander Froom 2BDE7D4DB6D044E...

Name: Alexander Froom

Title: Owner/Developer

Date: 2/22/2023

Cascade Health Alliance, LLC

By: DocuSigned by: Biagio Sguera 0BECE95B6BED44F...

Name: Biagio Sguera

Title: Network Provider Manager

Date: 2/22/2023

Attachment A
Project Budget

Cascade Health Alliance SHARE Initiative Grant Budget

Proposed Budget for: Klamath Grown Harvest Box Pilot

Organizations Name: Klamath Grown

Proposed budget submission date: 12/22/2022

Contact Person (Name/Title/Office Phone/Cell Phone): Alexander Froom, Board President, (505) 409-3788

Business Address: Physical: 2701 Foothills Blvd, Klamath Falls OR 97603
Mailing: 9435 Hill Road, Klamath Falls OR 97603

Project Revenue	Requested Amount $	Committed Amount $	In-Kind Contribution	Sub-Total $	Explanation
CHA	$ 41,698			$41,698	SHARE Initiative Sponsorship Application
Klamath Grown			$26,020	$26,020	Year 1 and 2 In-kind staff time: Harvest Box Project development & management
OHSU Community Research Liaison			$320	$320	In-kind staff time: Survey development & evaluation
		Total Expected Income for Project		**$ 68,038**	

Project Expenses	Amount $	Explanation
Harvest Box Project Coordinator	$8,496	Year 1 - 8 hrs/wk x 24 weeks @ $18/hr; Year 2 - 10 hrs/wk x 28 weeks @ $18/hr Coordination & delivery of Harvest Boxes, materials and surveys
Mileage Reimbursement	$132	Year 2- Delivery of Harvest Boxes to IYS & KTHFS; $0.58/mi x 7 miles round trip x 2trips/wk x 16 weeks
Harvest Box Cost	$15,000	Year 2- $500 per 16-week Harvest Box “subscription” x 30 participants
Instructional Videos	$9,620	Year 1 - $7200 for Videography (see Nick Alexander invoice) + $120 x 16 for Wellness Center content creation + $500 for ingredients
Cooking Classes	$1,500	Year 2 - $500 per cooking class x 3 total classes
Surveys	$320	Year 1 - Survey development & Year 2 - evaluation by OHSU Community Research Liaison; 10 hrs @ $32/hr

Harvest Box Development	$26,020	Klamath Grown staff time towards development and management of Harvest Boxes. Year 1 planning: 480 hrs @ $28/hr + 80 hrs @ $21/hr + $2,500 (RARE flat fee)Year 2 implementation: 240 hrs @ $28/hr + 80 hrs @ $21/hr
Administration (20%)	$6,950	Klamath Grown administrative costs including project supervision by ED, cold storage, use of packing facility, printing, packing supplies, software, etc.
Total Expected Costs	**$61,038**	

Klamath Grown Harvest Box Project Timeline & Evaluation Plan

Goal	Activity Description	Timeframe	Responsible Party	Measurement/Indicator
Coordinate products for Harvest Box	Meet with producers to determine crop availability & crop plans, develop forward purchasing agreements, product calendar and billing systems	March 2023-March 2024	Klamath Grown staff, RARE Americorps member	Collective crop plan with local producers
Coordinate products for Harvest Box	Meet with regional (Bend, Lakeview, Rogue Valley) producers to determine crop availability & crop plans, develop forward purchasing agreements, product calendar and billing systems	May 2023-March 2024	Klamath Grown staff, RARE Americorps member	Collective crop plan with regional producers
Coordinate products for Harvest Box	Create toolkit for regional procurement & transport	March 2023-July 2023	Klamath Grown staff, RARE Americorps member	Toolkit presented to Klamath Grown staff & board
Coordinate transportation, storage & delivery of products for Harvest Box	Coordinate delivery from local and regional producers to Klamath Grown storage. Develop handling and storage protocols from start to finish to ensure safe and quality products	March 2023-October 2024	Klamath Grown staff, Klamath Grown Harvest Box Coordinator, RARE Americorps member	Delivery schedule w/ producers and Harvest Box recipients; SOPs for storage & handling; Successful, on-time delivery to recipients

Goal	Activity Description	Timeframe	Responsible Party	Measurement/Indicator
Create Educational Videos	Develop content and scripts for videos, coordinate between all partners and videographer, source ingredients for videos, film & edit videos	May 2023 – October 2023	Klamath Grown staff, Klamath Grown Harvest Box Coordinator, Sky Lakes Wellness Center, Videographer	16, 2-3 minute videos featuring a different vegetable ready to be sent to Harvest Box participants
Prepare other educational materials + cooking classes	Develop handouts, newsletters, website landing page and social media posts to distribute educational materials, including videos, to Harvest Box recipients. Discuss best outlets/ mediums with partner orgs; Coordinate and schedule cooking classes.	April 2024-September 2024	Klamath Grown staff, Klamath Grown, Harvest Box Coordinator, Sky Lakes Wellness Center staff, IYS staff, KTHFS staff	Completed handouts, website posts, newsletters sent, regular social media posts; cooking classes scheduled and registration complete
Manage weekly Harvest Box delivery + partner org communication	Pre-plan & communicate delivery logistics of harvest box with partner orgs	May 2024-September 2024	Klamath Grown staff, Klamath Grown Harvest Box Coordinator,	Successful, on-time delivery to IYS and KTHFS; feedback from orgs
Manage weekly educational material distribution + cooking classes	Follow plan for distribution of educational materials partner orgs, make changes as needed. Register participants for cooking classes and coordinate with Wellness Center	May 2024-September 2024	Klamath Grown staff, Klamath Grown Harvest Box Coordinator, Sky Lakes Wellness Center staff, IYS staff, KTHFS staff	Recipients receive educational materials in many forms; Attendance of cooking classes
Manage weekly Harvest Box assembly	Manage weekly aggregation of products, packing of Harvest Boxes	June 2024 – September 2024	Klamath Grown Staff	Harvest boxes assembled and ready for delivery
Survey participants, measure impact	Create, distribute, and collect pre and post program surveys in collaboration with partners to measure impact. Analyze results to inform future plans, present to partners.	May 2024-November 2024	Klamath Grown staff, Klamath Grown Harvest Box Coordinator, IYS, KTHFS, Sky Lakes Wellness Center; OHSU Community Research Liaison	Pre and post survey results

ATTACHMENT C
Required CCO Contract Provisions
Effective January 1, 2023

Cascade Health Alliance, LLC ("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 and Addictions and Mental Health Division (the "CCO Contract"). The CCO Contract addresses the provision of Medicaid managed care services to certain enrollees of the Oregon Health Plan ("Medicaid Members"). In addition, Contractor and OHA have entered into a Non-Medicaid Health Plan Services Contract (the "Non-Medicaid Contract"), which provides benefits that mirror Medicaid benefits to certain children and adults ("Non-Medicaid Members"). Together, the CCO Contract and Non-Medicaid Contract are the "OHA Contracts," and for the purposes of this Attachment, the Medicaid Members and Non-Medicaid Members are "Members." The OHA Contracts require Contractor to include certain provisions in all subcontracts under the OHA Contracts.

In accordance with such requirement, this Attachment is incorporated by reference into and made part of this Agreement between Contractor and **Klamath Grown** ("Provider") with respect to goods and services provided under the Agreement by Provider to Members. Provider shall comply and cause its subcontractors, employees, contracted practitioners and agents to comply with the provisions of this Attachment to the extent they are applicable to the goods and services provided by Provider under the Agreement. Capitalized terms used in this Attachment but not otherwise defined in this Attachment or the Agreement shall have the same meaning as those terms in the OHA Contracts, including definitions incorporated therein by reference.

1. **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 OHA or any other agency or department of the State of Oregon, or both, and Provider that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County or of Multnomah County for the State of Oregon; provided, however, (a) if federal jurisdiction exists then OHA may remove the claim to federal court, and (b) if a claim must be brought in or is removed to a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section 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. **PROVIDER, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

2. **COMPLIANCE WITH APPLICABLE LAW**.

2.1 Provider shall comply with all State and local laws, regulations, executive orders and ordinances applicable to the CCO Contract or to the performance of Services as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provision of behavioral health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) State law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Provider shall, to the maximum extent economically feasible in the performance of the Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

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

2.3 Provider shall comply with all federal laws, regulations and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, Provider expressly agrees to comply and cause all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements , Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Section 1557 of the Patient Protection and Affordable Care Act (ACA) (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, as amended, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) the Mental Health Parity and Addiction Equity Act of 2008, as amended, (j) CMS regulations (including 42 CFR Part 438, subpart K) and guidance regarding mental health parity, including 42 CFR 438.900 et seq., (k) all regulations and administrative rules established pursuant to the foregoing laws, (l) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (m) all federal laws requiring reporting of Member abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.

2.4 Without limiting the generality of the foregoing, Provider shall comply with all Medicaid laws, rules, regulations, applicable sub-regulatory guidance and contract provisions.

2.5 If the Agreement, including amendments, is for more than $10,000, then Provider shall comply and cause all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

2.6 Provider 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 ("OHP").

3. **INDEPENDENT CONTRACTOR**.

3.1 Provider is not an officer, employee, or Agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

3.2 If Provider is currently performing work for the State of Oregon or the federal government, Provider, by signature to the Agreement, represents and warrants the Provider's Services to be performed under the Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Provider currently performs work would prohibit Provider's Services under the Agreement. If compensation under the Agreement is to be charged against federal funds, Provider certifies that it is not currently employed by the federal government.

3.3 Provider is responsible for all federal and State taxes applicable to compensation paid to Provider under the Agreement. Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Provider under the Agreement, except as a self-employed individual.

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

4. **REPRESENTATIONS AND WARRANTIES**.

4.1 *Provider's Representations and Warranties*. Provider represents and warrants to Contractor that:

4.1.1 Provider has the power and authority to enter into and perform the Agreement,

4.1.2 The Agreement, when executed and delivered, shall be a valid and binding obligation of Provider enforceable in accordance with its terms,

4.1.3 Provider has the skill and knowledge possessed by well-informed members of its industry, trade or profession, and Provider 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 Provider's industry, trade or profession.

4.1.4 Provider shall, at all times during the term of the Agreement, be qualified, professionally competent, and duly licensed to perform the Services, and

4.1.5 Provider prepared its application related to the Agreement, if any, independently from all other applicants, and without collusion, Fraud, or other dishonesty.

4.2 *Warranties Cumulative*. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

5. **GENERAL STANDARDS AND REQUIRED PROVISIONS**. The following general standards shall apply to the Agreement. In addition, to the extent Provider is expressly permitted to subcontract any of the Services or obligations Provider is required to perform under the Agreement, Provider shall ensure that all subcontracts under this Agreement include, and shall require all subcontractors to meet, all of the following standards.

5.1 To the extent Contractor delegates or subcontracts any services or obligations under the CCO Contract to Provider, Provider shall perform the services and meet the obligations and terms and conditions of the CCO Contract as if Provider were Contractor. Provider may enter into a subcontract under this Agreement only in accordance with Contractor's express written authorization.

5.2 All subcontracts under the CCO Contract, including this Agreement and any subcontracts hereunder, shall (i) be in writing, (ii) specify the subcontracted Work and reporting responsibilities, (iii) be in compliance with all requirements of the CCO Contract and of this Agreement (in the case of a subcontract hereunder) that are applicable to the services or obligations delegated under the subcontract, and (iv) incorporate the applicable provisions of the CCO Contract and this Agreement (in the case of a subcontract hereunder), based on the scope of Work subcontracted, such that the subcontract provisions are the same as or substantively similar to the applicable provisions of the CCO Contract and this Agreement (including without limitation this Attachment).

5.3 Provider shall enter into a business associate agreement with Contractor and with any subcontractor when required under and in accordance with HIPAA, and as directed by Contractor.

5.4 Provider shall cooperate with Contractor's evaluation and documentation of Provider's readiness and ability to perform the activities delegated to Provider under this Agreement. To the extent Provider furnishes services on behalf of Contractor for a Medicare Advantage plan, at the request of Contractor, Provider shall share with Contractor the results of Provider's readiness review evaluation required by Medicare. Provider acknowledges that OHA has the right to receive copies of all such evaluations and documentation.

5.5 Provider shall cooperate with Contractor and OHA with respect to screening for exclusion from participation in federal programs. Provider acknowledges that Contractor and

Provider are prohibited from subcontracting to any excluded subcontractor any Work or obligations required to be performed under the CCO Contract.

5.6 Provider shall cooperate with Contractor with respect to criminal background checks prior to starting any work identified in the Agreement or the CCO Contract.

5.7 Provider acknowledges that Contractor does not have the right to subcontract certain obligations and Work required to be performed under the CCO Contract. No subcontract of Provider may terminate or limit Provider's legal or contractual responsibility to OHA and Contractor for the timely and effective performance of Provider's duties and responsibilities under the Agreement. A breach of any such subcontract by a subcontractor is deemed a breach of this Agreement by Provider and Provider shall be liable to Contractor and OHA for such breach. Provider acknowledges Contractor's right to impose any and all Corrective Action, Sanctions Recoupment, Withholding and other recovered amounts and enforcement actions in connection with a breach of the Agreement or any subcontract.

5.8 Provider shall provide to Contractor a Subcontractor and Delegated Work Report in which Provider shall summarize in list form all activities required to be performed under the Agreement, including those that have been subcontracted to a subcontractor. The Subcontractor and Delegated Work Report must be provided to Contractor by no later than January 15 of each Contract Year and at least thirty (30) days prior to signing of any agreement between Provider and a subcontractor. The Subcontractor and Delegated Work Report shall also include all of the following:

5.8.1 The legal name of Provider and any subcontractor;

5.8.2 The scope of Work being subcontracted;

5.8.3 The current risk level of Provider and any subcontractor (High, Medium, Low) as determined by Contractor based on the level of Member impact of Provider's or such subcontractor's Work; the results of any previous Subcontractor Performance Report(s); and any other factors deemed applicable by Contractor or OHA or any combination thereof. A Subcontractor (including Provider and its subcontractors) will be considered High risk if such Subcontractor (a) provides direct service to Members or performs work directly impacting Member care or treatment, and/or (b) has had one or more formal review findings within the previous three (3) years for which OHA and/or Contractor has required such Subcontractor to undertake any corrective action;

5.8.4 Copies of ownership disclosure form for Provider and any subcontractor, if requested by Contractor or OHA;

5.8.5 Any ownership stake between the parties; and

5.8.6 Except to the extent Contractor notifies Provider in writing that it will perform any of the following, an attestation that Provider (i) conducted a readiness review of the subcontractor, unless Contractor previously conducted a readiness review of the subcontractor's Work performed under its subcontract within the last three (3) years; (ii) confirmed that the subcontractor was and is not an excluded from participation in federal program; (iii) confirmed all

subcontractor employees are subject to, and have undergone, criminal background checks; and (iv) confirmed that the written subcontract entered into with the subcontractor meets all of the requirements set forth in Ex. B, Part 4 of the CCO Contract and other applicable provisions of the CCO Contract and this Agreement.

5.9 In addition to the obligations identified as being precluded from subcontracting under Sec. 11, Ex. B, Part 4 of the CCO Contract and as may be set forth in any other provision of the CCO Contract, nothing in this Agreement is intended to delegate the following obligations of Contractor under the CCO Contract:

5.9.1 Oversight and Monitoring of Quality Improvement activities; and

5.9.2 Adjudication of Appeals in a Member Grievance and Appeal process.

5.10 If deficiencies are identified in Provider's or a subcontractor's performance for any functions outlined in the Agreement or CCO Contract, whether those deficiencies are identified by Contractor, by OHA, or their designees, Contractor, and Provider, if applicable, shall require Provider or its subcontractor to respond and remedy those deficiencies within the timeframe determined by Contractor or OHA, as specified in the Agreement or each Subcontract.

5.11 Provider shall not bill Members for services that are not covered under the CCO Contract unless there is a full written disclosure or waiver (also referred to as an agreement to pay) on file, signed by the Member, in advance of the services being provided, in accordance with OAR 410-141-3540.

5.12 In accordance with Exhibit I of the CCO Contract, Contractor shall provide Provider, and Provider shall provide each of its subcontractors, at the time it enters into the Agreement or subcontract, the OHA-approved written procedures for the Contractor Grievance and Appeal System.

5.13 Contractor shall be entitled to Monitor the performance of all subcontractors, including Provider and any Provider subcontractor, on an ongoing basis and perform timely formal reviews of their compliance with all subcontracted obligations and other responsibilities, performance, deficiencies, and areas for improvement. Provider acknowledges that Contractor will document such review in a Subcontractor Performance Report. Provider and any Provider subcontractor shall provide access to Records and any other assistance requested by Contractor or OHA to allow Contractor to perform this obligation. Provider acknowledges that High risk Subcontractors must be reviewed at least annually and Low or Medium risk Subcontractors must be reviewed at least every three (3) years.

5.14 Provider acknowledges that the Subcontractor Performance Report may include elements such as, but not limited to, the following:

5.14.1 An assessment of the quality of subcontractor's performance of contracted Work;

5.14.2 Any complaints or Grievances filed in relation to subcontractor's Work;

5.14.3 Any late submission of reporting deliverables or incomplete data;

5.14.4 Whether employees of the subcontractor are screened and Monitored for federal exclusion from participation in Medicaid;

5.14.5 The adequacy of subcontractor's compliance functions; and

5.14.6 Any deficiencies that have been identified by OHA or Contractor related to work performed by subcontractor.

5.15 If a subcontractor (including Provider and its subcontractors) renders services under a Medicare Advantage plan operated by Contractor or its parent company or subsidiary, at the request of Contractor, Provider or such subcontractor (as applicable) shall furnish the results of its Medicare required compliance review to Contractor and Provider acknowledges that Contractor may furnish such results to OHA.

5.16 Provider shall cooperate with Contractor's oversight of its performance of all functions and responsibilities delegated to Provider under the Agreement.

5.17 In the event Contractor identifies, whether through ongoing monitoring or formal annual compliance review, deficiencies or areas for improvement in Provider's (including its subcontractors') performance, Provider shall cooperate with Contractor and shall comply with any Corrective Action Plan implemented by Contractor to remedy such deficiencies. Provider acknowledges that Contractor may communicate with OHA regarding monitoring, auditing and reviews of Provider, including without limitation any such Corrective Action.

6. **SUBCONTRACTS; REQUIRED PROVISIONS**. The following provisions shall apply to Provider as subcontractor to Contractor. In addition, where Provider is expressly permitted to subcontract certain functions of the Agreement, Provider shall ensure that any subcontracts include all of the following provisions. As applied to Provider's subcontractors, references in the following subsections to "Contractor" shall be deemed to be references to "Contractor and Provider," as appropriate.

6.1 Contractor shall have the right to terminate the Agreement or any subcontract, take remedial action, and impose other Sanctions, such that Contractor's rights substantively align with OHA's rights under the CCO Contract, if Provider's or its subcontractor's performance is inadequate to meet the requirements of the CCO Contract;

6.2 Contractor may revoke the delegation of activities or obligations, or implement other remedies in instances where OHA or Contractor determine Provider or its subcontractor has breached the terms of the Agreement or subcontract;

6.3 Provider and its subcontractors shall comply with the payment, withholding, incentive and other requirements set forth in 42 CFR § 438.6 that are applicable to the Work required under the Agreement or the Subcontract;

6.4 Provider and its subcontractors shall submit Valid Claims for services including all the fields and information needed to allow the claim to be processed without further information

within timeframes for valid, accurate, Encounter Data submission as required under Ex. B, Part 8 and other provisions of the CCO Contract;

6.5 Provider shall, and shall require its subcontractors to, comply with all Applicable Laws, including without limitation, all Medicaid laws, rules, regulations, as well as all applicable sub-regulatory guidance and contract provisions;

6.6 Provider agrees, and shall require subcontractors to agree, that Contractor, OHA, the Oregon Secretary of State, CMS, HHS, the Office of the Inspector General, the Comptroller General of the United States, or their duly authorized representatives and designees, or all of them or any combination of them, have the right to audit, evaluate, and inspect any books, Records, contracts, computers or other electronic systems of Provider or its subcontractors, or of Provider's or subcontractor's contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under the CCO Contract;

6.7 Provider shall, and shall require that its subcontractors, make available, for purposes of audit, evaluation, or inspection its premises, physical facilities, equipment, books, Records, contracts, computer, or other electronic systems relating to its Medicaid Members;

6.8 Provider shall, and shall require that its subcontractors, respond and comply in a timely manner to any and all requests from Contractor or OHA or their designees for information or documentation pertaining to Work outlined in the CCO Contract;

6.9 Provider agrees, and shall require its subcontractors to agree, that the right to audit by Contractor, OHA, CMS, the DHHS Inspector General, the Comptroller General or their designees, will exist for a period of ten (10) years from the CCO Contract's Expiration Date or from the date of completion of any audit, whichever is later; and

6.10 If Contractor, OHA, CMS, or the DHHS Inspector General determines that there is a reasonable possibility of Fraud or similar risk, OHA, CMS, or the DHHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.

6.11 Pursuant to 42 CFR § 438.608, to the extent that Provider, or any of Provider's subcontractors, provide services to Members or process and pay for claims, Provider shall, and shall require that subcontractors, adopt and comply with all of Contractor's Fraud, Waste, and Abuse policies, procedures, reporting obligations, and annual Fraud, Waste, and Abuse Prevention Plan and otherwise require subcontractor to comply with and perform all of the same obligations, terms and conditions of Contractor as set forth in Ex. B, Part 9 of the CCO Contract.

6.11.1 Unless expressly provided otherwise in the applicable provision, Provider shall, and shall require that subcontractors, report any provider and Member Fraud, Waste, or Abuse to Contractor which Contractor will in turn report to OHA or the applicable agency, division, or entity within thirty (30) days of identification of the Fraud, Waste or Abuse unless a shorter time is provided in Contractor's Policies and Procedures.

6.12 Provider shall, and shall require that subcontractors, allow Contractor to perform Monitoring, audit, and other review processes for the purpose of determining and reporting on

compliance with the terms and conditions of the subcontract, including, without limitation, compliance with Medical and other records security and retention policies and procedures.

6.13 Provider acknowledges that Contractor will document and maintain documentation of all Monitoring activities. Provider shall, and shall require subcontractors to, provide access to Contractor to allow Contractor to Monitor activities under the Agreement and shall retain sufficient records to permit Contractor's monitoring.

6.14 Provider shall, and shall require subcontractors to, meet the standards for timely access to care and services as set forth in the CCO Contract, OAR 410-141-3515 and OAR 410-141-3860, which includes, without limitation, providing services within a time frame that takes into account the urgency of the need for services. This requirement includes the Participating Providers offering hours of operation that are not less or different than the hours of operation offered to Contractor's commercial Members (as applicable).

6.15 Provider shall, and shall require subcontractors to, report any Other Primary, third-party Insurance to which a Member may be entitled to Contractor within fourteen (14) days of becoming aware that the applicable Member has such coverage to enable Contractor to report such information to OHA as required under Sec. 17, Ex. B, Part 8 of the CCO Contract.

6.16 Provider shall provide, and shall require subcontractors to provide, in a timely manner upon request, as requested by Contractor in accordance with a request made by OHA, or as may be requested directly by OHA, all Third-Party Liability eligibility information and any other information requested by OHA or Contractor, as applicable, in order to assist in the pursuit of financial recovery.

6.17 Provider shall give Contractor immediate written notice of the termination of any subcontract under the Agreement so that Contractor may meet its obligations to give notice of such termination to OHA and Members, as applicable.

7. **ACCESS TO RECORDS AND FACILITIES**. Provider shall maintain all financial records related to the Agreement in accordance with best practices or National Association of Insurance Commissioners accounting standards. In addition, Provider shall maintain any other Records, books, documents, papers, plans, records of shipment and payments, and writings of Provider, whether in paper, electronic or other form, that are pertinent to the Agreement in such a manner as to clearly document Provider's performance. All Clinical Records, financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of Provider, whether in paper, electronic or any other form, that are pertinent to the Agreement are collectively referred to as "Records".

7.1 Provider acknowledges and agrees that Contractor, OHA, CMS, the Oregon Secretary of State, DHHS, the Office of the Inspector General, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit ("MFCU") and their duly authorized representatives shall have the right to access to all Records to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of the Services. Provider further acknowledges and agrees that the foregoing entities may, at any time, inspect, and Provider shall make available for purposes of such

audit, its premises, physical facilities, books, computer systems, and any other equipment and facilities where Medicaid-related activities or work is conducted, or equipment is used (or both conducted and used).

7.2 Provider shall retain and keep accessible all Records for the longer of ten years or:

7.2.1 The retention period specified in the CCO Contract for certain kinds of Records;

7.2.2 The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapters 410 and 166; or

7.2.3 Until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement.

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

8. **ASSIGNMENT OF CONTRACT; SUCCESSORS IN INTEREST**.

8.1 Provider shall not assign or transfer its interest in the Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the 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, Section 21 of the CCO 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.

8.2 The provisions of the Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

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

10. **GENERAL REQUIREMENTS**. Without limiting the scope of any other provision of this Attachment, the Agreement into which it is incorporated, or any other agreement, Provider shall at a minimum perform all its obligations in accordance with all applicable provisions of:

10.1 The relevant "Benefit Package" or set of Covered Services in effect at the time services are performed;

10.2 All applicable Oregon Statutes and Oregon Administrative Rules;

10.3 All applicable federal statutes and regulations, including but not limited to 42 USC 1320-d et seq. (HIPAA), and 42 CFR Part 2;

10.4 Any applicable manuals or services guide(s);

10.5 All policies and procedures as adopted by Contractor from time to time; and

10.6 Any provision of the CCO Contract that applies to the Services to be performed by Provider, including but not limited to:

10.6.1 Exhibit B, Part 2 (Covered and Non-Covered Services);

10.6.2 Exhibit B, Part 3 (Patient Rights and Responsibilities, Engagement and Choice);

10.6.3 Exhibit B, Part 4 (Providers and Delivery System);

10.6.4 Exhibit B, Part 8 (Accountability and Transparency of Operations)

10.6.5 Exhibit B, Part 9 (Program Integrity);

10.6.6 Exhibit D, Sections 1 (Governing Law, Consent to Jurisdiction), 2 (Compliance with Applicable Law), 3 (Independent Contractor), 4 (Representation and Warranties), 15 (Access to Records and Facilities; Records Retention; Information Sharing), 16 (Force Majeure), 18 (Assignment of Contract, Successors in Interest), 19 (Subcontracts), 24 (Survival), 30 (Equal Access), 31 (Media Disclosure), and 32 (Mandatory Reporting of Abuse).

10.6.7 Exhibit E (Required Federal Terms and Conditions);

10.6.8 Exhibit F (Insurance Requirements);

10.6.9 Exhibit I (Grievance and Appeal System); and

10.6.10 Exhibit M (Behavioral Health).

11. **PROVIDER DIRECTORY**. Provider shall adhere to Contractor's established policies for Provider Directories and the applicable timeframes for updating the information therein.

12. **MEMBER RIGHTS**. Provider shall comply with and facilitate the Member Rights under Medicaid listed in Exhibit B, Part 3, Section 2 of the CCO Contract and OAR 410-141-3590. Without limiting the generality of the foregoing, Provider shall meet the following standards:

12.1 *Treating Members with Respect and Equality*. Provider shall treat each Member with respect and with due consideration for his or her dignity and privacy. In addition, Provider shall treat each Member the same as other patients who receive services equivalent to Covered Services.

12.2 *Information on Treatment Options*. Provider shall ensure that each Member receives information on available treatment options and alternatives in a manner appropriate to the

Member's condition and ability to understand, including provision of auxiliary aids and services to ensure disability access to health information as required by Section 1557 of the PPACA.

12.3 *Participation Decisions*. Provider shall allow each Member to participate in decisions regarding such Member's own healthcare, including (a) being actively involved in the development of Treatment Plans; (b) participating in decisions regarding the Member's own health care, including the right to refuse treatment; (c) having the opportunity to execute a statement of wishes for treatment, including the right to accept or refuse medical, surgical, or Behavioral Health treatment; (d) execute directives and powers of attorney for health care established under ORS 127.505 to 127.660 and the Omnibus Budget Reconciliation Act of 1990 – Patient Self-Determination Act; and (e) have family involved in Treatment Planning.

12.4 *Copy of Medical Records*. Provider shall ensure that each Member is allowed to request and receive a copy of Member's own medical records (unless access is restricted in accordance with ORS 179.505 or other applicable law) and request that they be amended or corrected as specified in 45 CFR Part 164. Members must have access to their own personal health information in the manner provided in 45 CFR 164.524 and ORS 179.505(9) so the Member can share the information with others involved in the Member's care and make better health care and lifestyle choices. Provider may charge Members for reasonable duplication costs when they request copies of their records.

12.5 *Exercise of Rights*. Provider shall ensure that any Member exercising such Member's rights is not treated adversely as a result of the exercise of these rights. Provider shall not discriminate in any way against Members when those Members exercise their rights under the OHP.

12.6 *Nondiscrimination*. Provider shall provide all Medically Appropriate Covered Services for Covered Members in an amount, duration, and scope that is no less than that furnished to clients receiving fee-for-service services.

13. **EQUAL ACCESS**. Provider shall provide equal access to covered services for both male and female members under 18 years of age, including access to appropriate facilities, services, and treatment, to achieve the policy in ORS 417.270.

14. **PREVENTIVE SERVICES MEDICAL CASE MANAGEMENT**. All preventive services provided to Members shall be reported to Contractor and are subject to Contractor's Medical Case Management and Record Keeping responsibilities.

15. **CERTIFICATION OF CLAIMS AND INFORMATION**. Provider certifies that all claims, submissions, and/or information it or its subcontractors provide are true, accurate, and complete. Provider expressly acknowledges that Contractor will pay any claims from federal and State funds, and that any falsification or concealment of any material fact by Provider or its subcontractors when submitting claims may be prosecuted under federal and State laws.

16. **VALID CLAIMS; ENCOUNTER DATA.** Pursuant to OAR 410-141-3565, Provider shall submit all billings for Members to Contractor within one hundred and twenty (120) days of the Date of Service. However, Provider may, if necessary submit its billing to Contractor within three hundred and sixty-five (365) days of the Date of Services under the following circumstances:

(i) Billing is delayed due to retroactive deletions or enrollments; (ii) pregnancy of the Member; (iii) Medicare is the primary payer, unless Contractor is responsible for Medicare reimbursement; (iv) cases involving Third-Party Resources; or (v) other cases that delay the initial billing to Contractor, unless the delay was due to Provider's failure to verify a Member's eligibility. Provider must document, maintain, and provide to Contractor all Encounter Data records that document Provider's reimbursement to Federally Qualified Health Centers, Rural Health Centers and Indian Health Care Providers. All such documents and records must be provided to Contractor upon request.

17. **THIRD PARTY RESOURCES**.

17.1 *Provision of Covered Services*. Provider 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.

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

17.3 *Confidentiality*. When engaging in Personal Injury recovery actions, Provider shall comply with federal confidentiality requirements described in Exhibit E, Section 6 of the CCO Contract and any other additional confidentiality obligations required under the CCO Contract and State law.

17.4 *Third-Party Liability*. Contractor is the payor of last resort when other insurance or Medicare is in effect. Provider shall cooperate with Contractor in the implementation of policies and procedures to identify and obtain payment from third parties. Provider shall maintain records of Provider's actions related to Third-Party Liability recovery. Provider shall request and obtain Third-Party Liability information from members and promptly provide such information to Contractor. Such information shall include:

17.4.1 The name of the Third-Party Payer, or in cases where the Third Party Payer has insurance to cover the liability, the name of the policy holder;

17.4.2 The Member's relationship to the Third-Party Payer or policy holder;

17.4.3 The social security number of the Third-Party Payer or policy holder;

17.4.4 The name and address of the Third-Party Payer or applicable insurance company;

17.4.5 The policy holder's policy number for the insurance company; and

17.4.6 The name and address of any Third-Party who paid the claim.

17.5 *Right of Recovery*. Provider shall comply with 42 USC 1395y(b) and 42 CFR Part 411, Subparts C-E, which gives Medicare the right to recover its benefits from employers and workers' compensation carriers, liability insurers, automobile or no-fault insurers, and employer group health plans before any other entity including Contractor or Provider.

17.6 *Disenrolled Members*. If OHA retroactively disenrolls a Member at the time the Member acquired Other Primary Insurance, pursuant to OAR 410-141-3080(3)(e)(A) or 410-141-3810, Provider does not have the right to collect, and shall not attempt 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.

18. **HEALTH EQUITY; CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES**. Provider shall cooperate with Contractor in developing methods that increase access to Culturally and Linguistically Appropriate Services, advance health equity and reduce health disparities, in accordance with all applicable terms and conditions of the CCO Contract. Without limiting the foregoing, Provider shall cooperate and work together with Contractor to identify and support a system of care that integrates best practices for care and delivery of services to reduce waste and improve the health and wellbeing of all Members. This may include training and education and/or the development of Culturally and Linguistically Appropriate tools for Provider to assist in the education of Members about roles and responsibilities in communication and care coordination.

19. **BEHAVIORAL HEALTH SERVICES**. If Provider provides no behavioral health services in connection with the CCO Contract, this section shall not apply. If Provider provides behavioral health services in connection with the CCO Contract, Provider shall comply with all relevant provisions of Exhibit M of the CCO Contract, including but not limited to the following:

19.1 *Behavioral Health Requirements.* Provider shall:

19.1.1 Be responsible for providing Behavioral Health services, including Mental Health wellness appointments as specified in the applicable OARs implementing Enrolled Oregon House Bill 2469 (2021), for all Members and Care Coordination for Members accessing non-covered Behavioral Health services in accordance with the applicable terms and conditions of the CCO Contract;

19.1.2 Ensure that Services and supports meet the needs of the Member and address the recommendations stated in the Member's Behavioral Health Assessment;

19.1.3 Ensure Members have timely access to care in accordance with OAR 410-141-3515 and the applicable terms and conditions of the CCO Contract, including without limitation Ex. B, Part 4.

19.2 *Integration, Transition and Collaboration with Partners.* Provider shall:

19.2.1 Provide Behavioral Health services in an integrated manner;

19.2.2 Work collaboratively to improve Behavioral Health services for all Members, including adult Members with Severe and Persistent Mental Illness;

19.2.3 Ensure that Members who are ready to transition to a Community placement are living in the most integrated setting appropriate for the Member;

19.2.4 Ensure that Members transitioning to another health care setting are receiving services consistent with the Member's treatment goals, clinical needs, and informed choice;

19.2.5 Provide oversight, Care Coordination, transition planning and management of the Behavioral Health needs of Members to ensure Culturally and Linguistically Appropriate Behavioral Health services are provided in a way that Members are served in the most natural and integrated environment possible and that minimizes the use of institutional care;

19.2.6 Engage with local law enforcement, jail staff and courts to improve outcomes and mitigate additional health and safety impacts for Members who have criminal justice involvement related to their Behavioral Health conditions; and

19.2.7 Ensure access to and document all efforts to provide Supported Employment Services for all adult Members eligible for these services, in accordance with OAR 309-019-0275 through 309-019-0295.

19.3 *Referrals, Prior Authorizations, and Approvals*. Provider shall:

19.3.1 Ensure Members have access to Behavioral Health screenings and Referrals for services at multiple health system or health care entry points;

19.3.2 Refrain from requiring Prior Authorization for certain Behavioral Health services within Contractor's Provider Network in accordance with OAR 410-141-3835. Provider shall require Prior Authorization for the Behavioral Health services identified in specified sections of the CCO Contract, as identified by Contractor to Provider;

19.3.3 Refrain from requiring Prior Authorization for the first thirty (30) days of Medication-Assisted Treatment within Contractor's Provider Network, in accordance with OAR 410-141-3835;

19.3.4 Ensure Prior Authorization for Behavioral Health services comply with mental health parity regulations in 42 CFR Part 438, subpart K;

19.3.5 Make a Prior Authorization determination within three (3) days of a request for non-emergent Behavioral Health hospitalization or residential care;

19.3.6 Not require Members to obtain approval of a Primary Care Physician in order to access to Behavioral Health Assessment and evaluation services. Members shall have the right to refer themselves to Behavioral Health services available from the Provider Network;

19.3.7 Ensure that Provider's staff (including the staff of any subcontractors) making Prior Authorization determinations for Substance Use Disorder treatment services and supports have adequate training and experience to evaluate medical necessity for Substance Use Disorders using the ASAM Criteria and DSM Criteria.

19.4 *Screening*. Provider shall:

19.4.1 Use a comprehensive Behavioral Health Assessment tool, in accordance with OAR 309-019-0135, to assist in adapting the intensity and frequency of Behavioral Health services to the Behavioral Health needs of the Member;

19.4.2 Screen Members for adequacy of supports for the Family in the home (e.g., housing adequacy, nutrition/food, diaper needs, Transportation needs, safety needs and home visiting).

19.4.3 Screen Members for, and provide, Medically Appropriate and Evidence-Based treatments for Members who have both mental illness and Substance Use Disorders.

19.4.4 Assess for opioid use disorders for populations at high risk for severe health outcomes, including overdose and death, including pregnant Members and Members being discharged from residential, Acute care, and other institutional settings.

19.4.5 Screen Members and provide prevention, early detection, brief intervention and Referral to Behavioral Health services in any of the following circumstances: (a) at an initial contact or during a routine physical exam; (b) at an initial prenatal exam; (c) when the Member shows evidence of Substance Use Disorders or abuse; (d) when the Member over-utilizes Covered Services; and (e) when a Member exhibits a reassessment trigger for Intensive Care Coordination needs.

19.5 *Substance Use Disorders*. Provider shall:

19.5.1 Provide SUD services to Members, which include Outpatient, intensive Outpatient, Medication Assisted Treatment including opiate substitution services, and residential, and withdrawal management services, consistent with OAR Chapter 309, Divisions 18, 19 and 22 and Chapter 415, Divisions 20 and 50. SUD services also include Community Integration Services as described in the OHP SUD 1115 Demonstration wavier approved by CMS and as specified in applicable Oregon regulations;

19.5.2 Inform all Members, using Culturally and Linguistically Appropriate means, that SUD services are Covered Services consistent with OAR 410-141-3585;

19.5.3 Provide Culturally and Linguistically Appropriate alcohol, tobacco, and other drug abuse prevention/education and information that reduce Members' risk to SUD. Provider's prevention program shall meet or model national quality assurance standards;

19.5.4 Provide Culturally and Linguistically Appropriate SUD services for any Member who meets the ASAM Criteria for:

(a) Outpatient, intensive Outpatient, SUD Day Treatment, residential, Withdrawal Management, and Medication Assisted Treatment including opiate substitution treatment, regardless of prior alcohol or other drug treatment or education; and

(b) Specialized programs in each Service Area in the following categories: court referrals, Child Welfare referrals, employment, education, housing support services or Referrals; and services or Referrals to specialty treatment for persons with Co-Occurring Disorders.

19.5.5 Ensure that specialized, Trauma Informed, SUD services are provided in environments that are Culturally and Linguistically Appropriate, designed specifically for the following groups:

(a) Children and adolescents, taking into consideration child and adolescent development,

(b) Co-occuring conditions,

(c) Women, and women's specific issues,

(d) Ethnically and racially diverse groups,

(e) Intravenous drug users,

(f) Individuals involved with the criminal justice system,

(g) Individuals with co-occurring disorders,

(h) Parents accessing residential treatment with any accompanying dependent children,

(i) Veterans and military service members, and

(j) Individuals accessing residential treatment with Medication Assisted Treatment.

19.5.6 Where Medically Appropriate, provide detoxification in a non-Hospital facility. All such facilities or programs providing detoxification services must have a certificate of approval or license from OHA in accordance with OAR Chapter 415, Division 12.

19.5.7 Provide to Members receiving SUD services, to the extent of available Community resources and as Medically Appropriate, information and Referral to Community services which may include but are not limited to: child care, elder care, housing, Transportation, employment, vocational training, educational services, mental health services, financial services, and legal services.

19.5.8 In addition to any other confidentiality requirements, comply with federal confidentiality laws and regulations (42 CFR Part 2) governing the identity and medical/Client records of Members who receive SUD services.

19.5.9 Comply with the requirements relating to Behavioral Health Resource Networks as specified in the applicable OARs.

19.6 *Co-Occurring Disorders*. Provider shall ensure access to treatment for Co-Occurring Disorders ("COD") for Members assessed at Levels 1 or 2 of the ASAM Criteria with Providers certified by OHA for COD services, contingent upon the availability of one or more appropriately certified COD Providers in Contractor's Service Area. Provider shall ensure access to treatment for COD for Members assessed at Levels 3 or 4 of the ASAM Criteria with Providers certified or licensed by OHA for COD services, contingent upon the availability of one or more appropriately certified or licensed Providers and regardless of whether the Provider is located in Contractor's Service Area.

19.7 *Gambling Disorders*. Provider shall ensure Member access to Outpatient Problem Gambling Treatment Services that are Medically Necessary Covered Services, contingent upon the availability of Providers certified by OHA for such services in Contractor's Service Area. Provider shall assist Members in gaining access to problem gambling treatment services not covered by the OHA Contract, including but not limited to residential treatment and Outpatient treatment that do not meet DSM diagnostic criteria for a gambling disorder. Such services are Carve-Out Services and paid by OHA under its direct contracts with Providers.

19.8 *Assertive Community Treatment ("ACT")*.

19.8.1 Provider or Care Coordinator shall meet with the Member face-to-face to discuss ACT services and provide information to support the Member in making an informed decision regarding participation. This must include a description of ACT services and how to access them, an explanation of the role of the ACT team, how supports can be individualized based on the Member's self-identified needs, and ways that ACT can enhance a Member's care and support independent Community living.

19.8.2 For Members with Severe and Persistent Mental Illness (SPMI), Provider shall ensure that:

(a) Members are assessed to determine eligibility for ACT; and

(b) Where applicable, ACT services are provided in accordance with OAR 309-019-0105 and 309-019-0225 through 309-019-0255.

19.9 *Peer Delivered Services and Outpatient Behavioral Health Services*

19.9.1 Provider shall inform Members of and encourage utilization of Peer Delivered Services, including Peer Support Specialist, Peer Wellness Specialist, Family Support Specialist, Youth Support Specialist, or other Peer Specialist, in accordance with OAR 309-019-0105.

19.9.2 Provider shall encourage utilization of PDS by providing Members with information, which must include a description of PDS and how to access it, a description of the types of PDS Providers, an explanation of the role of the PDS Provider, and ways that PDS can enhance Members' care.

19.9.3 Provider may utilize PDS in providing other Behavioral Health services such as ACT, crisis services, Warm Handoffs from Hospitals, and services at Oregon State Hospital.

19.9.4 Provider shall provide Outpatient Behavioral Health Services that include but are not limited to (a) specialty programs that promote resiliency and rehabilitative functioning for individual and Family outcomes; and (b) ACT, Wraparound, behavior supports, crisis care, Respite Care, Intensive Outpatient Services and Supports, and Intensive In-Home Behavioral Health Treatment (IIBHT). In providing IIBHT services, Provider shall comply with all relevant provisions of Exhibit M of the CCO Contract (including providing such information and reports to Contractor that Contractor shall need to timely fulfill notification and reporting obligations in Exhibit M, Section 22), OAR 309-019-0167, OAR 410-172-0650, and OAR 410-172-0695.

19.9.5 Outpatient Behavioral Health Services provided by Provider must, regardless of location, frequency, intensity or duration of services, as Medically Appropriate: (a) include assessment, evaluation, treatment planning, supports and delivery; (b) be Trauma-Informed; and (c) include strategies to address environmental and physical factors, Social Determinants of Health and Equity, and neuro-developmental needs that affect behavior.

19.10 *Behavioral Health Crisis Management System*.

19.10.1 Provider shall establish a crisis management system, including Post Stabilization Services and Urgent Care Services available for all Members on a twenty-four (24)-hour, seven (7)-day-a-week basis consistent with OAR 410-141-3840, 42 CFR 438.114, and the applicable section of Ex. B, Part 2 of the OHA Contract.

19.10.2 The crisis management system must provide an immediate, initial and limited duration response for potential Behavioral Health emergency situations or emergency situations that may include Behavioral Health conditions, including:

(a) Screening to determine the nature of the situation and the Member's immediate need for Covered Services;

(b) Capacity to conduct the elements of a Behavioral Health Assessment that are needed to determine the interventions necessary to begin stabilizing a crisis situation;

(c) Development of a written initial services plan at the conclusion of the Behavioral Health Assessment;

(d) Provision of Covered Services and Outreach needed to address the urgent or crisis situation; and

(e) Linkage with public sector crisis services, such as Mobile Crisis Services and diversion services.

19.10.3 The crisis management system must include the necessary array of services to respond to Behavioral Health crises, that may include crisis hotline, Mobile Crisis team, walk-in/drop-off crisis center, crisis apartment/respite and short-term stabilization unit capabilities.

19.10.4 Provider shall ensure access to Mobile Crisis Services and crisis hotline for all Members in accordance with OAR 309-019-0105, and 309-019-0300 to 309-019-0320 to promote stabilization in a Community setting rather than arrest, presentation to an Emergency Department, or admission to an Acute care facility.

19.11 *Care Coordination / Intensive Care Coordination*.

19.11.1 Contractor and Provider shall provide Care Coordination and Intensive Care Coordination (ICC) for Members with Behavioral Health disorders in accordance with OAR 410-141-3860, and 410-141-3870 and the applicable sections in Ex. B, Parts 2 and 4 of the OHA Contract.

19.11.2 Contractor and Provider shall ensure all Care Coordinators work with Provider team members to coordinate integrated care. This includes but is not limited to coordination of physical health, Behavioral Health, intellectual and developmental disability, DHS, Oregon Youth Authority, Social Determinants of Health, Oregon Department of Veterans Affairs, United States Department of Veterans Affairs, and Ancillary Services.

19.11.3 Contractor and Provider shall ensure coordination and appropriate Referral to ICC to ensure that Member's rights are met and there is post-discharge support.

19.11.4 Contractor shall authorize and reimburse for ICC Services, in accordance with OAR 410-141-3860 and 410-141-3870.

19.11.5 Contractor shall track and coordinate for ICC reassessment triggers and ensure there are multiple rescreening points for Members based on reassessment triggers for ICC.

19.12 *Children and Youth Behavioral Health Services*.

19.12.1 Provider shall provide services to children, young adults and families that are sufficient in frequency, duration, location, and type that are convenient to the youth and Family. Services should alleviate crisis while allowing for the development of natural supports, skill development, normative activities and therapeutic resolution to Behavioral Health disorders and environmental conditions that may impact the remediation of a Behavioral Health disorder.

19.12.2 Provider shall ensure women with children, unpaid caregivers, families and children ages birth through five (5) years, receive immediate intake and assessment in accordance with timely access standards in OAR 410-141-3515.

19.12.3 Provider shall maintain an intensive and flexible service continuum for children and youth who are at risk of placement disruption, school failure, criminal involvement, becoming Homeless or other undesirable outcomes due a Behavioral Health disorder.

19.12.4 Provider shall utilize Evidence-Based Behavioral Health interventions for the Behavioral Health needs of Members who are children and youth.

19.12.5 Provider shall ensure Members have access to Evidence-Based Dyadic Treatment and treatment that allows children to remain living with their primary parent or guardian. Dyadic treatment is specifically designed for children eight (8) years and younger.

19.12.6 Provider shall ensure that children in the highest levels of care (subacute, residential or day treatment) received Family treatment with their caregivers provided that no Social Determinants of Health or other conditions will preclude such caregivers from actively and meaningfully participating in Family treatment. Provider shall also ensure that children in the highest levels of care (subacute, residential or day treatment) have, if clinically indicated, a psychological evaluation current within the past twelve (12) months and will receive a child psychiatric evaluation and ongoing psychiatric care in accordance with OAR 309-022-0155. Should a child under age six (6) be in day treatment, subacute, or residential care settings, a developmental evaluation shall be done in addition to a psychological evaluation, if clinically indicated.

19.12.7 Contractor and Provider shall coordinate admissions to and discharges from Acute Inpatient Hospital Psychiatric Care and Sub-Acute Care for Members seventeen (17) and under, including Members in the care and custody of DHS Child Welfare or Oregon Youth Authority (OYA). For a Member seventeen (17) and under, placed by DHS Child Welfare through a voluntary placement agreement, Contractor and Provider shall also coordinate with such Member's parent or legal guardian.

19.12.8 Provider shall ensure that level of care criteria for Behavioral Health Outpatient services, Intensive Outpatient Services and Supports, and IIBHT include children birth through five (5) years in accordance with OAR Chapter 309, Division 22.

(a) Provider shall provide a minimum level of intensive Outpatient level of care for children birth through five (5) years with indications of Adverse Childhood Events and high complexity due to one or more of the following: multi system involvement, two or more caregiver placements within the past six (6) months, moderate to severe behavior challenges, at risk of losing current caregiver placement, or school or daycare placement.

19.12.9 Provider shall ensure that periodic social-emotional screening for all children birth through five (5) years is conducted in the primary care setting and ensure any concerns revealed by the screening are addressed in a timely manner.

19.13 *Providers.*

19.13.1 Provider shall ensure its employees and any subcontractors are trained in integration, and Foundations of Trauma Informed Care (https://traumainformedoregon.org/tic-intro-training-modules/). Contractor will conduct regular, periodic oversight and technical assistance on these topics to subcontractors and Providers.

19.13.2 Provider shall ensure its employees, subcontractors, and Providers of Behavioral Health services are trained in recovery principles, motivational interviewing.

19.13.3 Provider will develop Individual Service and Support Plans for Members, to assess for Adverse Childhood Experiences (ACEs), trauma and resiliency in a Culturally and Linguistically Appropriate manner, using a Trauma Informed framework.

19.13.4 If Provider has a waiver under the Drug Addiction Treatment Act of 2000 and 42 CFR Part 8, Provider is permitted to treat and prescribe buprenorphine for opioid addiction in any appropriate practice setting in which Provider is otherwise credentialed to practice and in which such treatment would be Medically Appropriate.

19.13.5 If Provider assesses Members for admission to, and length of stay in, Substance Use Disorders and Co-Occurring Disorders programs and services, Provider shall use the ASAM Criteria for level of care placement decisions, and that they have the training and background necessary to evaluate medical necessity for Substance Use Disorders Services using the ASAM Criteria and DSM criteria.

19.13.6 If Provider provides Behavioral Health residential treatment, including but not limited to sub-acute psychiatric services, Provider shall (a) enroll in OHA's Centralized Behavioral Health Provider Directory; (b) be part of the necessary trainings and ongoing technical assistance provided to OHA or designee; and (c) enter data required for the Directory in a timely and accurate manner in order to provide up-to-date capacity information to users of the Directory.

19.14 *Tracking System Reporting*. Provider shall enroll its Members in the Measures and Outcomes Tracking System (MOTS), formerly known as CPMS, as specified at http://www.oregon.gov/oha/amh/mots/Pages/index.aspx.

19.15 *Reporting Requirements*. Provider shall supply all required information necessary for Contractor to meet its reporting obligations under Exhibit M of the CCO Contract. This includes, but is not limited to, information and documents created as a result of the provision of wraparound services, including, without limitation, the documentation generated as a result of assessments conducted under OAR 309-019-0326(9)-(11) and any other information and documentation related to a compliance review.

20. **MAXIMUM CHARGES; COLLECTIONS**. Neither Provider nor its subcontractors shall bill Contractor for services provided to a Member for any amount greater than would be owed by the Member if Provider provided the services to the Member directly. Additionally, Provider shall comply with (and require its subcontractors to comply with, as applicable) OAR 410-120-1280 relating to when a provider may bill a Medicaid recipient and when a provider may send a Medicaid recipient to collections for unpaid medical bills.

21. **PHYSICIAN INCENTIVE PLAN ("PIP")**. If Provider has agreed to provide medical service to a Member for a capitation payment, fixed fee, or other arrangement that imposes Substantial Financial Risk on Provider, Provider must protect itself against loss by maintaining a stop loss protection as required by 42 CFR 422.208 and 422.210 ("Physician Incentive Plan Regulations") and the CCO Contract. If Provider is a Physician Group or Individual Practice Association as those terms are defined in the Physician Incentive Plan Regulations, Provider shall ensure that it does not make distributions to any Physician in violation of the Physician Incentive Plan Regulations.

22. **FEE-FOR-SERVICE MEDICARE PROVIDERS**. To the extent that Provider is a fee-for-service Medicare provider who provides services to Full-Benefit Dual Eligible Members, Provider shall comply with OAR 410-120-1280(8)(i).

23. **MEMBER ELIGIBILITY**. Provider shall verify current Member eligibility using the Automated Voice Response system, 270/271 Health Care Eligibility Benefit Inquiry and Response transactions, or the MMIS Web Portal.

24. **ELIGIBILITY FOR PAYMENT**. Provider understands and agrees that if Contractor is not paid or not eligible for payment by OHA for services provided, neither will Provider be paid or be eligible for payment.

25. **NOTICE OF TERMINATION**. Provider acknowledges and agrees that Contractor will provide written notice of the termination of the Agreement within 15 days of such termination to each Member who received his or her primary care from or was seen on a regular basis by Provider.

26. **DELIVERY SYSTEM CAPACITY**. Provider shall, if applicable, contract with facilities that meet cultural responsiveness and linguistic appropriateness, the diverse needs of Members, including, without limitation, adolescents, parents with dependent children, pregnant individuals, IV drug users and those with Medication Assisted Treatment needs.

27. **DATA DELIVERY**. Provider 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 CCO Contract. Without limiting the generality of the foregoing, Provider will cooperate with Contractor in order to meet its obligations to provide information under Exhibit B, Part 4 of the CCO Contract or as otherwise requested from time to time by OHA.

28. **PERFORMANCE MONITORING AND PARTICIPATION IN QUALITY IMPROVEMENT ACTIVITIES**. Contractor shall monitor Provider's performance on an ongoing basis and perform timely formal reviews of compliance with this Agreement. Upon request by either Contractor or the State, Provider shall participate in any internal or external quality improvement activities, including without limitation provider performance reviews. Performance reviews are timely when conducted (a) at least annually, for High risk Subcontractors, and (b) last least every three (3) years, for Low or Medium risk Subcontractors.

29. **ENROLLMENT AND PROVIDER IDENTIFICATION NUMBERS**. As applicable, Provider shall require each of its Physicians or other providers to be enrolled with OHA and have a unique provider identification number that complies with 42 USC 1320d-2(b).

30. **DEBARMENT AND SUSPENSION.** Provider 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." Provider further represents and warrants the following:

30.1 Provider is not controlled by a sanctioned individual;

30.2 Provider 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;

30.3 Provider 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:

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

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

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

31. **SURVIVAL**. All rights and obligations under this Attachment cease upon termination or expiration of the CCO Contract, except for the rights and obligations, and declarations which expressly or by their nature survive termination of the CCO Contract, including without limitation the sections or provisions set forth in Exhibit D, Section 24 of the CCO Contract.

32. **GRIEVANCE PROCESS**. Provider shall participate fully with Contractor in the handling of complaints and grievances of Members. Provider shall comply with and acknowledges receipt of or access to Contractor's Grievance and Appeal System including procedures and timeframes. Provider shall provide copies of Contractor's written procedures regarding the Grievance and Appeal System to its subcontractors and ensure that Provider's subcontractors comply with such procedures.

32.1 *Non-Emergent Medical Transportation Providers.* If Provider provides non-emergent medical transportation services, then Provider shall not preclude Members from making Grievances that have been made previously or from filing or submitting the same Grievance to Contractor, if the Grievance was not resolved by the Provider.

33. **SERVICE AUTHORIZATION**. Provider shall adhere to the policies and procedures set forth in the Contractor Service Authorization Handbook.

34. **MARKETING TO POTENTIAL MEMBERS**. To the extent applicable to the Services provided under the Agreement, Provider shall comply with the marketing requirements contained in the CCO Contract. Without limiting the generality of the foregoing, Provider shall not (a) distribute any Marketing Materials without Contractor first obtaining OHA approval, (b) seek to compel or entice Enrollment in conjunction with the sale of or offering of any private insurance, (c) directly or indirectly engage in door-to-door, emailing, texting, telephone or Cold Call Marketing activities; or (d) intentionally mislead Potential Members about their options.

35. **RECORDS AND FACILITIES.** Provider shall comply with Contractor policies and procedures related to privacy, security and retention of records. Provider shall maintain a record keeping system that: (1) includes sufficient detail and clarity to permit internal and external review to validate claim and Encounter Data submissions and to assure Members have been, and are being, provided with Medically Appropriate services consistent with the documented needs of the Member; (2) conforms to accepted professional practice and any and all Applicable Laws; (3) is supported by written policies and procedures; and (4) allows the Provider to ensure that data provided to Contractor is accurate, timely, logical, consistent and complete. Information shall be provided in standardized formats to the extent feasible and appropriate. Contractor shall regularly monitor Provider's record keeping system and Provider shall be subject to Corrective Action for any failures.

36. **HIPAA SECURITY, DATA TRANSACTIONS SYSTEMS, AND PRIVACY COMPLIANCE**. Provider shall develop and implement such policies and procedures for maintaining the privacy and security of Records, and authorizing the use and disclosure of Records, as are required to comply with the CCO Contract and all applicable laws, including HIPAA.

36.1 *Privacy*. Provider shall ensure that all Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. Individually Identifiable Health Information relating to specific individuals may be exchanged between Provider and Contractor or OHA for purposes directly related to the provision of services to Members which are funded in whole or in part under the Agreement. However, Provider shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate HIPAA Privacy Rules in 45 CFR Parts 160 and 164, OHA Privacy Rules, OAR Chapter 407 Division 014, and OAR Chapter 943, Division 014, or OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at https://sharedsystems.dhsoha.state.or.us/forms/, Form number ME2090 Notice of Privacy Practices, or may be obtained from OHA.

36.2 *Information Security*. Provider shall adopt and employ reasonable administrative, technical and physical safeguards required by HIPAA Privacy Rules and Security Rules in 45 CFR Parts 160 and 164, OAR 407, Division 014, and OAR Chapter 943, Division 014, and OHA Notice of Privacy Practices to ensure that Member Information shall be used or disclosed only to the extent necessary for the permitted use or disclosure and consistent with Applicable Laws and the

terms and conditions of the Agreement. Incidents involving the privacy and security of Member Information must be reported promptly, but in no event more than two (2) Business Days after Provider's Discovery of such incidents, to Contractor's Privacy Officer to allow for Contractor to fulfill its obligation to report such Security incidents in a timely fashion to the Privacy Compliance Officer in OHA's Information Security and Privacy Office.

36.3 *Data Transaction Systems*. Provider shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the OHA Electronic Data Transmission (EDT) Rules, OAR 943-120-0100 through 943-120-0200 . In order for Provider to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or Enrollment information, authorizations or other electronic transactions, Provider shall execute an EDT Trading Partner Agreement with OHA and shall comply with the OHA EDT Rules.

36.4 *Consultation and Testing*. If Provider reasonably believes that the Provider'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, Provider shall promptly consult the OHA HIPAA officer. Provider or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

36.5 *Information Privacy/Security/Access*. If Provider has (or its subcontractors or Agents have) Access (as defined in Exhibit N to the CCO Contract), then Provider shall (and cause such subcontractors or Agents to) comply with the requirements of Exhibit N to the CCO Contract, including but not limited to:

36.5.1 immediately notifying Contractor of an Incident or Breach and cooperating with Contractor to ensure Contractor is able to fulfill its obligations to report an Incident or Breach in compliance with Exhibit N to the CCO Contract;

36.5.2 not manipulating any URL or modifying, publishing, transmitting, reversing engineering, participating in any unauthorized transfer or sale of, creating derivative works of, or in any way exploiting the content or software comprising Access, or Information Assets made available through Access;

36.5.3 training employees on (and causing its subcontractors or Agents to be trained on, as applicable), the privacy and security obligations relating to the Data, including Client Records. Contractor shall provide periodic privacy and security training to Provider (and Provider's subcontractors and Agents), and Provider shall ensure that Provider's employees, subcontractors and Agents complete such trainings;

36.5.4 complying with (and causing subcontractors and Agents to comply with) all third-party licenses to which Access is subject, and all Applicable Laws and State policies, including those enumerated in Exhibit N to the CCO Contract, governing use and disclosure of Data (including Client Records) and Access to Information Assets, including as those laws, regulations and policies may be updated from time to time;

36.5.5 maintaining records that clearly document compliance with and performance under Exhibit N to the CCO Contract, and providing Contractor, OHA , the Oregon Secretary of State, the federal government, and their duly authorized representatives access to

officers, employees, subcontractors, Agents, facilities and records to (i) determine Provider's (or its subcontractor or Agent's) compliance with Exhibit N to the CCO Contract; (ii) validate the written security risk management plan of Provider (or its subcontractor or Agent); or (iii) gather or verify any additional information OHA may require to meet any State or federal laws, rules, or orders regarding Information Assets;

36.5.6 complying with any and all requirements under the CCO Contract, including Exhibit N thereto, for identifying and addressing an Incident or Breach;

36.5.7 maintain all protections required by law or under the CCO Contract for any retained Member medical records or State of Oregon Information Asset(s), or both, for so long as the Provider (or its subcontractor or Agent) retains the Member medical records or State of Oregon Information Asset(s).

36.6 *Confidentiality*. Provider shall maintain the confidentiality of Member records and information and provide access to those records as described in Exhibit B, Part 8, Section 1 (Record Keeping Requirements) and 2 (Privacy, Security, and Retention of Records; Breach Notification); and Exhibit D, Section 15 (Access to Records and Facilities; Records Retention; Information Sharing) in the CCO Contract.

37. **RESOURCE CONSERVATION AND RECOVERY**. Provider shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et seq.). Section 6002 of that Act (codified at 42 USC 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.

38. **AUDITS**. If applicable, Provider shall comply with the audit requirements and responsibilities set forth in the CCO Contract and Applicable Law , including performance of a single organization-wide audit conducted in accordance with 2 CFR Subtitle B with guidance if required by the CCO Contract.

39. **SPECIAL NEEDS; WORKFORCE DEVELOPMENT**. Provider shall provide Trauma Informed and Culturally and Linguistically Appropriate Services to Members, as applicable. Provider shall be prepared to meet the special needs of Members who require accommodations because of disability or limited English proficiency.

40. **CULTURAL RESPONSIVENESS AND IMPLICIT BIAS TRAINING**. Provider shall provide and incorporate Cultural Responsiveness and implicit bias continuing education and trainings into its existing organization-wide training plans and programs as follows:

40.1 The trainings must align with the components of a Cultural Competence curriculum set forth by OHA's Cultural Competency Continuing Education criteria listed on OHA's website located at: https://www.oregon.gov/oha/OEI/Documents/OHA%20CCCE%20Criteria_May2019.pdf Contractor may utilize OHA pre-approved trainings to meet its obligations under this Section 39 which Provider may access at OHA's website located at:

https://www.oregon.gov/oha/OEI/Documents/CCCE%20Registry_041919.pdf. Provider may develop its own curricula and trainings subject to: (i) alignment with the cultural competencies identified in the "Criteria for Approval Cultural Competence Continuing Education Training" document located in the URL above, and (ii) prior written approval by Contractor.

40.2 Provider shall ensure that all of its employee training offerings Cultural Competence and implicit bias include, at a minimum, the following fundamental areas or a combination of all: (a) Implicit bias/addressing structural barriers and systemic structures of oppression, (b) Language access (including the use of plain language) and use of Health Care Interpreters, including without limitation, the use of Certified or Qualified Health Care and American Sign Language Interpreters. (c) The use of CLAS Standards in the provision of services. About which additional information may be found at the following URL: https://www.thinkculturalhealth.hhs.gov/assets/pdfs/EnhancedNationalCLASStan dards.pdf (d) Adverse childhood experiences/trauma informed care practices that are culturally responsive and address historical trauma, (e) Uses of REAL+DREALD data to advance Health Equity, (f) Universal access and accessibility in addition to compliance with the ADA, and (g) Health literacy.

40.3 Provider shall also staff and providers (including subcontractors) to attend Cultural Responsiveness and implicit bias training. Such trainings must comply with the requirements set forth in Para. d, Ex. K of the CCO Contract. Provider shall also comply with all of the reporting requirements set forth in Para. d, Ex. K of the CCO Contract; however, such reporting shall be made to Contractor and Contractor will, in turn, incorporate its Provider Network reporting, as required under Sub. Paras. (7)-(9) of Para. d, Sec. 10, Ex. K, into Contractor's reports.

40.4 Provider will cooperate with Contractor to meet its training goals and objectives that comply with the criteria set forth in Para. d above of Sec. 10, Ex. K of the CCO Contract. Provider will assist Contractor in its implementation of a review process of all training using criteria such that the review process will enable Contractor and OHA to Monitor and measure both the qualitative and quantitative progress, impact, and effectiveness of all training and education provided by Provider.

40.5 Upon request by Contractor, Provider will timely submit information and documentation necessary to permit Contractor to file its Annual Training and Education Report that documents all of the previous Contract Year's training activities that were provided by Provider to its employees and subcontractors. Such information and documentation will include, without limitation, reporting of training subjects, content outlines and materials, assessment of goals and objectives, target audiences, delivery system, evaluations, training dates and hours, training attendance, and trainer qualifications.

41. **PROGRAM INTEGRITY**. To the extent that Provider is delegated responsibility by Contractor for providing services to Members or processing and paying for payment of claims, Provider shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse in accordance with 42 CFR 438.608, and with the terms and conditions set forth in the CCO Contract, Exhibit B, Part 9, Sections 11-18. Provider shall cooperate with Contractor's pre-contracting readiness review or a formal annual compliance review to assess Provider's compliance with CCO Contract, Exhibit B, Part 9, Sections 11-18.

42. **FRAUD AND ABUSE PREVENTION. PROVIDER SHALL**:

42.1 Report to Contractor's Compliance Officer, OHA's Office of Program Integrity ("OPI") and DOJ's MFCU all suspected cases of Fraud, Waste, and Abuse including suspected Fraud committed by its providers, employees, subcontractors and Members, or any third parties. Provider shall also report, regardless of its own suspicions or lack thereof, any incident with any of the characteristics listed in Exhibit B, Part 9, Section 16 of the CCO Contract. All reporting shall be made promptly but in no event more than seven (7) days after Provider is initially made aware of the suspicious case. All reporting must be made as set forth in Exhibit B, Part 9, Section 17 of the CCO Contract; and

42.2 Fully cooperate in good faith with Contractor, MFCU and OPI and comply with all fraud, waste, and abuse investigations, reporting requirements, and related activities by Contractor, OPI, and MFCU or representatives of the United States of America, including but not limited to requirements under Exhibit B, Part 9, Section 17(f), OAR 410-120-1510, OAR 410-141-3520, OAR 410-141-3625, 42 CFR 433.116, 42 CFR 438.214, 438.600 to 438.610, 438.808, 42 CFR 455.20, 455.104 to 455.106 and 42 CFR 1002.3.

43. **MEDIA DISCLOSURE**. Provider shall not provide information to the media regarding a recipient of services under the CCO Contract without first consulting with and receiving approval from OHA and Contractor. Provider shall make immediate contact with OHA office and Contractor when media contact occurs. The OHA office will assist the Provider with an appropriate follow-up response for the media.

44. **MANDATORY REPORTING OF ABUSE**. Provider shall comply with all protective services, investigation and reporting requirements described in any of the following laws: (1) OAR Chapter 407, Divisions 45 to 47 (abuse investigations by the Office of Training, Investigations and Safety ("OTIS"); (2) ORS 430.735 through 430.765 (abuse reporting for adults with mental illness or developmental disabilities, including adults receiving services for a substance use disorder or a mental illness in a residential facility or a state hospital); (3) ORS 124.005 to 124.040 (elderly persons and persons with disabilities abuse); (4) ORS 441.650 to 441.680 (residents of long term care facilities); and (5) ORS 418.257 to 418.259 (child in care of a Child-Caring Agency, residential facilities for children with intellectual/developmental disabilities and child foster homes).

45. **TRUTH IN LOBBYING ACT CERTIFICATION**.

45.1 Provider certifies, to the best of its knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of Provider 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 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, or the extension continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

45.2 If any funds other than federally 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, Provider shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

45.3 Provider shall include the certification and requirements set out in this Section and shall require all subcontractors of any tier to include the certification and requirements set out in this Section, in all subcontracts and similar agreements pursuant to which any person or entity may receive federal funds.

45.4 Provider is solely responsible for all liability arising from a failure to comply with the terms of that certification. Provider shall fully indemnify the State of Oregon and Contractor for any damages suffered as a result of Provider's failure to comply with the terms of that certification.

45.5 The requirements of this Section are material. The certification described above is a prerequisite for making or entering into the Agreement imposed by Section 1352, Title 31, USC. Provider 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.

45.6 No part of any federal funds paid to Provider 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.

45.7 No part of any federal funds paid to Provider 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.

45.8 The prohibitions in Subsections 39.6 and 39.7 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.

45.9 No part of any federal funds paid to Provider 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.

46. **WORKERS' COMPENSATION COVERAGE**. If Provider employs subject workers who work in the State of Oregon providing services under the UHN Agreement, then Provider shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employees are exempt under ORS 656.126. Proof of such insurance shall be submitted to Contractor if requested.

47. **CLEAN AIR, CLEAN WATER, AND EPA REGULATIONS** If the amount of compensation payable to Provider under the Agreement exceeds or is likely to exceed One Hundred Thousand Dollars ($100,000), Provider and its subcontractors 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 all applicable regulations adopted by the United States Environmental Protection Agency (2 CFR Part 1532) that prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported in writing to: (a) OHA via Administrative Notice, (b) DHHS, and (c) the appropriate Regional Office of the United States Environmental Protection Agency.

48. **ENERGY POLICY AND CONSERVATION ACT**. Provider shall comply with any applicable mandatory standards and policies relating to energy efficiency, including those contained in the state Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

49. **NON-DISCRIMINATION**. Provider shall comply with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act ("ADA") of 1990, and all amendments to those acts and all regulations promulgated thereunder. Provider shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules. Without limiting the generality of the foregoing, Provider shall perform services under the Agreement to Members in a culturally competent manner, including those with limited English proficiency and diverse cultural and ethnic backgrounds; disabilities; and regardless of gender, sexual orientation, or gender identity.

50. **CONDITION OF PARTICIPATION**. Provider shall comply, and shall require any subcontractors to comply, with the Patient Rights Condition of Participation to the extent applicable and required by 42 CFR Part 482.

51. **CLINICAL LABORATORY IMPROVEMENT ACT AMENDMENTS**. Provider and any laboratories used by Provider pursuant to the Agreement shall comply with the Clinical Laboratory Improvement Amendments of 1988 ("CLIA"), 42 CFR Part 493 (Laboratory

Requirements) and Chapter 438 ORS (Clinical Laboratories), which require that all laboratory testing sites providing Services shall have either a CLIA certificate of waiver or a certificate of registration along with a CLIA identification number.

52. **PRO-CHILDREN ACT OF 1994**. Provider shall comply with the Pro-Children Act of 1994 (codified at 20 USC 6081 et seq.).

53. **TRADITIONAL HEALTH WORKERS**. Any Traditional Health Workers ("THW") employed by Provider must undergo and meet the requirements for and pass the background check required of Traditional Health Workers as described in OAR 410-180-0326. Encounter Data shall be submitted for any and all THW Encounters that are eligible to be submitted and processed for claims payment.

54. **HOME HEALTH**.

54.1 *Surety Bond*. Home health care items or services (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital) shall not be reimbursed unless Provider has provided the state with a surety bond as specified in Section 1861(o)(7) of the Social Security Act.

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

55. **WRAPAROUND SERVICES**. Provider 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.

56. **PATIENT CENTERED PRIMARY CARE HOMES**. Provider shall, to the extent applicable, communicate and coordinate care with a Member's Patient Centered Primary Care Home (PCPCH) in a timely manner using electronic health information technology to the maximum extent feasible.

57. **CREDENTIALING**. If Provider is delegated credentialing, Provider shall comply with all requirements in Exhibit B, Part 4, Section 5 of the CCO Contract. Without limiting the generality of the foregoing, if Provider is credentialing provider types designated by OHA (https://www.oregon.gov/oha/HSD/OHP/Pages/Plan-Tools.aspx) as "moderate" or "high risk," Provider shall not execute any contract with such providers unless the provider has been approved for enrollment by OHA. Provider shall cooperate with the OHA with respect to site visits for such "moderate" or "high" risk providers and for ensuring that such "high" risk provider has undergone fingerprint-based background checks. For a provider who is actively enrolled in Medicare and has undergone a fingerprint-based background check as part of Medicare enrollment, OHA will deem such providers to have satisfied the same background check requirement for OHA Provider Enrollment.

58. **RETENTION OF RESPONSIBILITY BY CONTRACTOR.** The Agreement does not delegate or subcontract, and shall not be construed as delegating or subcontracting, the oversight and monitoring of Quality Improvement activities; adjudication of an Appeal in accordance with OAR 410-141-3875; non-emergency medical transportation quality assurance quarterly reporting; or oversight of all functions or responsibilities delegated to subcontractors including performance of annual formal compliance review.

59. **TELEHEALTH SERVICES**. To the extent Provider renders Services via Telehealth, Provider shall comply, and require its subcontractors to comply, with CCO Contract Exhibit B, Part 2, Sec. 8 and OAR 410-141-3566, including requirements relating to Telehealth service delivery, patient choice and consent, access to care, and compliance with federal and state privacy and confidentiality laws.

60. **PRIMARY CARE.** To the extent that Provider is a Primary Care Provider that renders Early and Periodic Screening, Diagnostic, and Treatment services for Members through age 20 ("EPSDT Services"), Provider shall ensure timely coordination and initiation of treatment for Members with health care needs identified through EPDST screenings including by: (a) assisting with scheduling appointments and arranging for Covered and Non-Covered Services needed as result of conditions disclosed during screening and diagnosis; (b) provide referrals to Members or their Representatives for, including but not limited to, social services, education programs, and nutrition assistance programs; (c) providing assistance with scheduling of NEMT services consistent with 42 CFR § 441.62.

61. **NON-MEDICAID CONTRACT**. Except as otherwise provided below, any state or federal regulation or law applicable to Medicaid-funded services that are referred to in this Attachment shall be applicable to Non-Medicaid Members as though Non-Medicaid Members were Medicaid Members. Any reference to a federal or state regulation or to the State Plan in this Attachment that by its express language or context refers to a Medicaid-eligible individual, shall still apply to Covered Services provided to Non-Medicaid Members notwithstanding the Non-Medicaid Member's ineligibility for Medicaid. Provider shall comply, and cause all employed or contracted practitioners and all subcontractors to comply, with the requirements of this Attachment with respect to Non-Medicaid Members except as follows:

61.1 The reporting requirements identified in Section 42.1 of this Attachment shall apply only with respect to the OHA Provider Audit Unit, and shall not apply with respect to MFCU or DHS;

61.2 The following provisions of this Attachments shall not apply:

61.2.1 Any references to (i) Medicare; (ii) the Patient Protection and Affordable Care Act; and (iii) federal funds as a source of claims payment;

61.2.2 Sections 2.6 (prohibiting expenditures for roads, bridges, stadiums or other items or services not covered by OHP)

61.2.3 Section 50 (patient rights condition of participation for hospitals)

61.2.4 Section 17.2 (reimbursement to Medicare)

61.2.5 Section 17.5 (Medicare right of recovery)

61.2.6 Section 21 (mandating stop loss protection in certain circumstances)

61.2.7 Section 34 (marketing to potential members)

61.2.8 Section 53 (background checks for certified traditional healthcare workers)

61.2.9 Section 54.2 (OASIS reporting and patient notice requirements for Home Health Agencies)

62. **CONFLICT**. In the event of conflict between a provision of this Attachment and a provision of the Agreement into which it is incorporated, the provision contained in this Attachment shall control.

CASCADE HEALTH ALLIANCE SDOH GRANT PARTNER AGREEMENT

KLAMATH FALLS DOWNTOWN COMMUNITY GARDEN RELOCATION

BETWEEN:	Cascade Health Alliance a duly licensed Oregon corporation	**("CHA")**
AND:	Klamath Works, Inc.	**("Grantee or Partner")**
EFFECTIVE DATE:	As signed and dated below	

GRANTEE/PARTNER: Klamath Works, Inc.

NAME OF GRANT PROJECT: Klamath Falls Downtown Community Garden Relocation

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. <u>REQUIREMENTS</u>

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. Joy McInnis 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. <u>SERVICE DOMAINS and POPULATIONS SERVED</u>

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 SDOH 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. All members of the Klamath community, mostly those of low-income or generational poverty backgrounds.

C. <u>PAYMENT and FUNDING</u>

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 $18,450 upon receipt of the signed SDOH Grant Partner Agreement and upon approval of OHA for this grant.
    ii. The second installment of $18,450 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) Objective 1: Grow Healthy Food in the Community Garden
        Target population: Downtown and nearby neighborhoods Klamath Falls City residents
        Number of community members impacted: Up to 70 vegetable garden beds will be available for residents.
        b) Objective 2: Weekly Presentation of Information Regarding Healthy Eating, Healthy Food Growing and Preparation, and Other Wellness Issues
        Target population: Downtown Klamath Falls City residents
        Number of community members impacted: Weekly presentations will be made available to 20-25 residents per week (higher numbers can be accommodated if demand exists)
        c) Objective 3: Establishment of a Community Gathering Place
        Target population: Downtown Klamath Falls City residents
        Number of community members impacted: All downtown residents will be able to visit and enjoy the community garden.
    ii. The first technical and financial Report is due on April 15, 2023. This report should reflect progress toward the development and completion of the budget items of the first disbursement namely site & ground preparation, fencing, and construction of garden boxes. 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, 2023. This report should indicate the development and completion of the items, namely the presentation area, kiosk area and remaining landscaping. 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 50 I (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. Required OHP Contract Language: The contract provisions set forth in the attached Attachment B are specifically incorporated by this reference.

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.

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:** Klamath Works, Inc.
Attn: Joy McInnis,
Klamath Falls, OR 97601 Executive Director

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.

Klamath Works, Inc.

By: DocuSigned by: Joy McInnis 229AD76ED1044BF...

Name: Joy McInnis

Title: Executive Director

Date: 2/16/2023

Cascade Health Alliance, LLC

By: DocuSigned by: Biagio Sguera 0BECE95B6BED44F...

Name: Biagio Sguera

Title: Network Provider Manager

Date: 2/16/2023

Attachment A
Project Budget

Cascade Health Alliance SHARE Initiative Grant Budget

Proposed Budget for: Relocation and Enhancement of Klamath Falls Downtown Community Garden	
Organizations Name: Klamath Works, Inc.	
Proposed budget submission date:	December 22, 2022
Contact Person (Name/Title/Office Phone/Cell Phone): Joy McInnis, Executive Director, Office: (541) 887-8495; Cell Phone: (541) 331-1062	
Business Address: 1930 South Sixth Street, Klamath Falls, OR 97601	

Project Revenue	Requested Amount $	Committed Amount $	In-Kind Contribution	Sub-Total $	Explanation
CHA	$ 36,900				Share Initiative Sponsorship Application
Rotary Club of Klamath County		$7,500 first year			$2,500 each year thereafter
Circle of Hearts		$500			
Klamath Work Projects		$54,500			Contract-Derived Revenue
Garden Bed Rental		$3,500			
Sky Lakes Medical			$2,500		For Lot Rental
DCI			$8,500		For Soil
		Total Expected Income for Project		**$113,900**	

Project Expenses	Amount $	Explanation
Re-Location, Build-Out of New Garden	$97,900	Site and Ground Preparation, Fence, Kiosk/Presentation Area, Landscaping, Garden Box Construction and Soil
On-Going Annual Costs	$16,000	Labor, Water, Presentation Preparation/Materials

Total Expected Costs	**$113,900**	

ATTACHMENT B
Required CCO Contract Provisions
Effective January 1, 2023

Cascade Health Alliance, LLC ("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 and Addictions and Mental Health Division (the "CCO Contract"). The CCO Contract addresses the provision of Medicaid managed care services to certain enrollees of the Oregon Health Plan ("Medicaid Members"). In addition, Contractor and OHA have entered into a Non-Medicaid Health Plan Services Contract (the "Non-Medicaid Contract"), which provides benefits that mirror Medicaid benefits to certain children and adults ("Non-Medicaid Members"). Together, the CCO Contract and Non-Medicaid Contract are the "OHA Contracts," and for the purposes of this Attachment, the Medicaid Members and Non-Medicaid Members are "Members." The OHA Contracts require Contractor to include certain provisions in all subcontracts under the OHA Contracts.

In accordance with such requirement, this Attachment is incorporated by reference into and made part of this Agreement between Contractor and **Klamath Works Inc.** ("Provider") with respect to goods and services provided under the Agreement by Provider to Members. Provider shall comply and cause its subcontractors, employees, contracted practitioners and agents to comply with the provisions of this Attachment to the extent they are applicable to the goods and services provided by Provider under the Agreement. Capitalized terms used in this Attachment but not otherwise defined in this Attachment or the Agreement shall have the same meaning as those terms in the OHA Contracts, including definitions incorporated therein by reference.

1. **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 OHA or any other agency or department of the State of Oregon, or both, and Provider that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County or of Multnomah County for the State of Oregon; provided, however, (a) if federal jurisdiction exists then OHA may remove the claim to federal court, and (b) if a claim must be brought in or is removed to a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section 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. **PROVIDER, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

2. **COMPLIANCE WITH APPLICABLE LAW**.

2.1 Provider shall comply with all State and local laws, regulations, executive orders and ordinances applicable to the CCO Contract or to the performance of Services as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated

care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provision of behavioral health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) State law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Provider shall, to the maximum extent economically feasible in the performance of the Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

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

2.3 Provider shall comply with all federal laws, regulations and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, Provider expressly agrees to comply and cause all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements , Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Section 1557 of the Patient Protection and Affordable Care Act (ACA) (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, as amended, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) the Mental Health Parity and Addiction Equity Act of 2008, as amended, (j) CMS regulations (including 42 CFR Part 438, subpart K) and guidance regarding mental health parity, including 42 CFR 438.900 et seq., (k) all regulations and administrative rules established pursuant to the foregoing laws, (l) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (m) all federal laws requiring reporting of Member abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.

2.4 Without limiting the generality of the foregoing, Provider shall comply with all Medicaid laws, rules, regulations, applicable sub-regulatory guidance and contract provisions.

2.5 If the Agreement, including amendments, is for more than $10,000, then Provider shall comply and cause all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

2.6 Provider 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 ("OHP").

3. **INDEPENDENT CONTRACTOR**.

3.1 Provider is not an officer, employee, or Agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

3.2 If Provider is currently performing work for the State of Oregon or the federal government, Provider, by signature to the Agreement, represents and warrants the Provider's Services to be performed under the Agreement create no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Provider currently performs work would prohibit Provider's Services under the Agreement. If compensation under the Agreement is to be charged against federal funds, Provider certifies that it is not currently employed by the federal government.

3.3 Provider is responsible for all federal and State taxes applicable to compensation paid to Provider under the Agreement. Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Provider under the Agreement, except as a self-employed individual.

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

4. **REPRESENTATIONS AND WARRANTIES**.

4.1 *Provider's Representations and Warranties*. Provider represents and warrants to Contractor that:

4.1.1 Provider has the power and authority to enter into and perform the Agreement,

4.1.2 The Agreement, when executed and delivered, shall be a valid and binding obligation of Provider enforceable in accordance with its terms,

4.1.3 Provider has the skill and knowledge possessed by well-informed members of its industry, trade or profession, and Provider 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 Provider's industry, trade or profession.

4.1.4 Provider shall, at all times during the term of the Agreement, be qualified, professionally competent, and duly licensed to perform the Services, and

4.1.5 Provider prepared its application related to the Agreement, if any, independently from all other applicants, and without collusion, Fraud, or other dishonesty.

4.2 *Warranties Cumulative*. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

5. **GENERAL STANDARDS AND REQUIRED PROVISIONS**. The following general standards shall apply to the Agreement. In addition, to the extent Provider is expressly permitted to subcontract any of the Services or obligations Provider is required to perform under the Agreement, Provider shall ensure that all subcontracts under this Agreement include, and shall require all subcontractors to meet, all of the following standards.

5.1 To the extent Contractor delegates or subcontracts any services or obligations under the CCO Contract to Provider, Provider shall perform the services and meet the obligations and terms and conditions of the CCO Contract as if Provider were Contractor. Provider may enter into a subcontract under this Agreement only in accordance with Contractor's express written authorization.

5.2 All subcontracts under the CCO Contract, including this Agreement and any subcontracts hereunder, shall (i) be in writing, (ii) specify the subcontracted Work and reporting responsibilities, (iii) be in compliance with all requirements of the CCO Contract and of this Agreement (in the case of a subcontract hereunder) that are applicable to the services or obligations delegated under the subcontract, and (iv) incorporate the applicable provisions of the CCO Contract and this Agreement (in the case of a subcontract hereunder), based on the scope of Work subcontracted, such that the subcontract provisions are the same as or substantively similar to the applicable provisions of the CCO Contract and this Agreement (including without limitation this Attachment).

5.3 Provider shall enter into a business associate agreement with Contractor and with any subcontractor when required under and in accordance with HIPAA, and as directed by Contractor.

5.4 Provider shall cooperate with Contractor's evaluation and documentation of Provider's readiness and ability to perform the activities delegated to Provider under this Agreement. To the extent Provider furnishes services on behalf of Contractor for a Medicare Advantage plan, at the request of Contractor, Provider shall share with Contractor the results of Provider's readiness review evaluation required by Medicare. Provider acknowledges that OHA has the right to receive copies of all such evaluations and documentation.

5.5 Provider shall cooperate with Contractor and OHA with respect to screening for exclusion from participation in federal programs. Provider acknowledges that Contractor and Provider are prohibited from subcontracting to any excluded subcontractor any Work or obligations required to be performed under the CCO Contract.

5.6 Provider shall cooperate with Contractor with respect to criminal background checks prior to starting any work identified in the Agreement or the CCO Contract.

5.7 Provider acknowledges that Contractor does not have the right to subcontract certain obligations and Work required to be performed under the CCO Contract. No subcontract of Provider may terminate or limit Provider's legal or contractual responsibility to OHA and Contractor for the timely and effective performance of Provider's duties and responsibilities under

the Agreement. A breach of any such subcontract by a subcontractor is deemed a breach of this Agreement by Provider and Provider shall be liable to Contractor and OHA for such breach. Provider acknowledges Contractor's right to impose any and all Corrective Action, Sanctions Recoupment, Withholding and other recovered amounts and enforcement actions in connection with a breach of the Agreement or any subcontract.

5.8 Provider shall provide to Contractor a Subcontractor and Delegated Work Report in which Provider shall summarize in list form all activities required to be performed under the Agreement, including those that have been subcontracted to a subcontractor. The Subcontractor and Delegated Work Report must be provided to Contractor by no later than January 15 of each Contract Year and at least thirty (30) days prior to signing of any agreement between Provider and a subcontractor. The Subcontractor and Delegated Work Report shall also include all of the following:

5.8.1 The legal name of Provider and any subcontractor;

5.8.2 The scope of Work being subcontracted;

5.8.3 The current risk level of Provider and any subcontractor (High, Medium, Low) as determined by Contractor based on the level of Member impact of Provider's or such subcontractor's Work; the results of any previous Subcontractor Performance Report(s); and any other factors deemed applicable by Contractor or OHA or any combination thereof. A Subcontractor (including Provider and its subcontractors) will be considered High risk if such Subcontractor (a) provides direct service to Members or performs work directly impacting Member care or treatment, and/or (b) has had one or more formal review findings within the previous three (3) years for which OHA and/or Contractor has required such Subcontractor to undertake any corrective action;

5.8.4 Copies of ownership disclosure form for Provider and any subcontractor, if requested by Contractor or OHA;

5.8.5 Any ownership stake between the parties; and

5.8.6 Except to the extent Contractor notifies Provider in writing that it will perform any of the following, an attestation that Provider (i) conducted a readiness review of the subcontractor, unless Contractor previously conducted a readiness review of the subcontractor's Work performed under its subcontract within the last three (3) years; (ii) confirmed that the subcontractor was and is not an excluded from participation in federal program; (iii) confirmed all subcontractor employees are subject to, and have undergone, criminal background checks; and (iv) confirmed that the written subcontract entered into with the subcontractor meets all of the requirements set forth in Ex. B, Part 4 of the CCO Contract and other applicable provisions of the CCO Contract and this Agreement.

5.9 In addition to the obligations identified as being precluded from subcontracting under Sec. 11, Ex. B, Part 4 of the CCO Contract and as may be set forth in any other provision of the CCO Contract, nothing in this Agreement is intended to delegate the following obligations of Contractor under the CCO Contract:

5.9.1 Oversight and Monitoring of Quality Improvement activities; and

5.9.2 Adjudication of Appeals in a Member Grievance and Appeal process.

5.10 If deficiencies are identified in Provider's or a subcontractor's performance for any functions outlined in the Agreement or CCO Contract, whether those deficiencies are identified by Contractor, by OHA, or their designees, Contractor, and Provider, if applicable, shall require Provider or its subcontractor to respond and remedy those deficiencies within the timeframe determined by Contractor or OHA, as specified in the Agreement or each Subcontract.

5.11 Provider shall not bill Members for services that are not covered under the CCO Contract unless there is a full written disclosure or waiver (also referred to as an agreement to pay) on file, signed by the Member, in advance of the services being provided, in accordance with OAR 410-141-3540.

5.12 In accordance with Exhibit I of the CCO Contract, Contractor shall provide Provider, and Provider shall provide each of its subcontractors, at the time it enters into the Agreement or subcontract, the OHA-approved written procedures for the Contractor Grievance and Appeal System.

5.13 Contractor shall be entitled to Monitor the performance of all subcontractors, including Provider and any Provider subcontractor, on an ongoing basis and perform timely formal reviews of their compliance with all subcontracted obligations and other responsibilities, performance, deficiencies, and areas for improvement. Provider acknowledges that Contractor will document such review in a Subcontractor Performance Report. Provider and any Provider subcontractor shall provide access to Records and any other assistance requested by Contractor or OHA to allow Contractor to perform this obligation. Provider acknowledges that High risk Subcontractors must be reviewed at least annually and Low or Medium risk Subcontractors must be reviewed at least every three (3) years.

5.14 Provider acknowledges that the Subcontractor Performance Report may include elements such as, but not limited to, the following:

5.14.1 An assessment of the quality of subcontractor's performance of contracted Work;

5.14.2 Any complaints or Grievances filed in relation to subcontractor's Work;

5.14.3 Any late submission of reporting deliverables or incomplete data;

5.14.4 Whether employees of the subcontractor are screened and Monitored for federal exclusion from participation in Medicaid;

5.14.5 The adequacy of subcontractor's compliance functions; and

5.14.6 Any deficiencies that have been identified by OHA or Contractor related to work performed by subcontractor.

5.15 If a subcontractor (including Provider and its subcontractors) renders services under a Medicare Advantage plan operated by Contractor or its parent company or subsidiary, at the request of Contractor, Provider or such subcontractor (as applicable) shall furnish the results of its Medicare required compliance review to Contractor and Provider acknowledges that Contractor may furnish such results to OHA.

5.16 Provider shall cooperate with Contractor's oversight of its performance of all functions and responsibilities delegated to Provider under the Agreement.

5.17 In the event Contractor identifies, whether through ongoing monitoring or formal annual compliance review, deficiencies or areas for improvement in Provider's (including its subcontractors') performance, Provider shall cooperate with Contractor and shall comply with any Corrective Action Plan implemented by Contractor to remedy such deficiencies. Provider acknowledges that Contractor may communicate with OHA regarding monitoring, auditing and reviews of Provider, including without limitation any such Corrective Action.

6. **SUBCONTRACTS; REQUIRED PROVISIONS**. The following provisions shall apply to Provider as subcontractor to Contractor. In addition, where Provider is expressly permitted to subcontract certain functions of the Agreement, Provider shall ensure that any subcontracts include all of the following provisions. As applied to Provider's subcontractors, references in the following subsections to "Contractor" shall be deemed to be references to "Contractor and Provider," as appropriate.

6.1 Contractor shall have the right to terminate the Agreement or any subcontract, take remedial action, and impose other Sanctions, such that Contractor's rights substantively align with OHA's rights under the CCO Contract, if Provider's or its subcontractor's performance is inadequate to meet the requirements of the CCO Contract;

6.2 Contractor may revoke the delegation of activities or obligations, or implement other remedies in instances where OHA or Contractor determine Provider or its subcontractor has breached the terms of the Agreement or subcontract;

6.3 Provider and its subcontractors shall comply with the payment, withholding, incentive and other requirements set forth in 42 CFR § 438.6 that are applicable to the Work required under the Agreement or the Subcontract;

6.4 Provider and its subcontractors shall submit Valid Claims for services including all the fields and information needed to allow the claim to be processed without further information within timeframes for valid, accurate, Encounter Data submission as required under Ex. B, Part 8 and other provisions of the CCO Contract;

6.5 Provider shall, and shall require its subcontractors to, comply with all Applicable Laws, including without limitation, all Medicaid laws, rules, regulations, as well as all applicable sub-regulatory guidance and contract provisions;

6.6 Provider agrees, and shall require subcontractors to agree, that Contractor, OHA, the Oregon Secretary of State, CMS, HHS, the Office of the Inspector General, the Comptroller General of the United States, or their duly authorized representatives and designees, or all of them

or any combination of them, have the right to audit, evaluate, and inspect any books, Records, contracts, computers or other electronic systems of Provider or its subcontractors, or of Provider's or subcontractor's contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under the CCO Contract;

6.7 Provider shall, and shall require that its subcontractors, make available, for purposes of audit, evaluation, or inspection its premises, physical facilities, equipment, books, Records, contracts, computer, or other electronic systems relating to its Medicaid Members;

6.8 Provider shall, and shall require that its subcontractors, respond and comply in a timely manner to any and all requests from Contractor or OHA or their designees for information or documentation pertaining to Work outlined in the CCO Contract;

6.9 Provider agrees, and shall require its subcontractors to agree, that the right to audit by Contractor, OHA, CMS, the DHHS Inspector General, the Comptroller General or their designees, will exist for a period of ten (10) years from the CCO Contract's Expiration Date or from the date of completion of any audit, whichever is later; and

6.10 If Contractor, OHA, CMS, or the DHHS Inspector General determines that there is a reasonable possibility of Fraud or similar risk, OHA, CMS, or the DHHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.

6.11 Pursuant to 42 CFR § 438.608, to the extent that Provider, or any of Provider's subcontractors, provide services to Members or process and pay for claims, Provider shall, and shall require that subcontractors, adopt and comply with all of Contractor's Fraud, Waste, and Abuse policies, procedures, reporting obligations, and annual Fraud, Waste, and Abuse Prevention Plan and otherwise require subcontractor to comply with and perform all of the same obligations, terms and conditions of Contractor as set forth in Ex. B, Part 9 of the CCO Contract.

6.11.1 Unless expressly provided otherwise in the applicable provision, Provider shall, and shall require that subcontractors, report any provider and Member Fraud, Waste, or Abuse to Contractor which Contractor will in turn report to OHA or the applicable agency, division, or entity within thirty (30) days of identification of the Fraud, Waste or Abuse unless a shorter time is provided in Contractor's Policies and Procedures.

6.12 Provider shall, and shall require that subcontractors, allow Contractor to perform Monitoring, audit, and other review processes for the purpose of determining and reporting on compliance with the terms and conditions of the subcontract, including, without limitation, compliance with Medical and other records security and retention policies and procedures.

6.13 Provider acknowledges that Contractor will document and maintain documentation of all Monitoring activities. Provider shall, and shall require subcontractors to, provide access to Contractor to allow Contractor to Monitor activities under the Agreement and shall retain sufficient records to permit Contractor's monitoring.

6.14 Provider shall, and shall require subcontractors to, meet the standards for timely access to care and services as set forth in the CCO Contract, OAR 410-141-3515 and OAR 410-141-3860, which includes, without limitation, providing services within a time frame that takes

into account the urgency of the need for services. This requirement includes the Participating Providers offering hours of operation that are not less or different than the hours of operation offered to Contractor's commercial Members (as applicable).

6.15 Provider shall, and shall require subcontractors to, report any Other Primary, third-party Insurance to which a Member may be entitled to Contractor within fourteen (14) days of becoming aware that the applicable Member has such coverage to enable Contractor to report such information to OHA as required under Sec. 17, Ex. B, Part 8 of the CCO Contract.

6.16 Provider shall provide, and shall require subcontractors to provide, in a timely manner upon request, as requested by Contractor in accordance with a request made by OHA, or as may be requested directly by OHA, all Third-Party Liability eligibility information and any other information requested by OHA or Contractor, as applicable, in order to assist in the pursuit of financial recovery.

6.17 Provider shall give Contractor immediate written notice of the termination of any subcontract under the Agreement so that Contractor may meet its obligations to give notice of such termination to OHA and Members, as applicable.

7. **ACCESS TO RECORDS AND FACILITIES**. Provider shall maintain all financial records related to the Agreement in accordance with best practices or National Association of Insurance Commissioners accounting standards. In addition, Provider shall maintain any other Records, books, documents, papers, plans, records of shipment and payments, and writings of Provider, whether in paper, electronic or other form, that are pertinent to the Agreement in such a manner as to clearly document Provider's performance. All Clinical Records, financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of Provider, whether in paper, electronic or any other form, that are pertinent to the Agreement are collectively referred to as "Records".

7.1 Provider acknowledges and agrees that Contractor, OHA, CMS, the Oregon Secretary of State, DHHS, the Office of the Inspector General, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit ("MFCU") and their duly authorized representatives shall have the right to access to all Records to perform examinations and audits and make excerpts and transcripts and to evaluate the quality, appropriateness and timeliness of the Services. Provider further acknowledges and agrees that the foregoing entities may, at any time, inspect, and Provider shall make available for purposes of such audit, its premises, physical facilities, books, computer systems, and any other equipment and facilities where Medicaid-related activities or work is conducted, or equipment is used (or both conducted and used).

7.2 Provider shall retain and keep accessible all Records for the longer of ten years or:

7.2.1 The retention period specified in the CCO Contract for certain kinds of Records;

7.2.2 The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapters 410 and 166; or

7.2.3 Until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement.

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

8. **ASSIGNMENT OF CONTRACT; SUCCESSORS IN INTEREST**.

8.1 Provider shall not assign or transfer its interest in the Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the 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, Section 21 of the CCO 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.

8.2 The provisions of the Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

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

10. **GENERAL REQUIREMENTS**. Without limiting the scope of any other provision of this Attachment, the Agreement into which it is incorporated, or any other agreement, Provider shall at a minimum perform all its obligations in accordance with all applicable provisions of:

10.1 The relevant "Benefit Package" or set of Covered Services in effect at the time services are performed;

10.2 All applicable Oregon Statutes and Oregon Administrative Rules;

10.3 All applicable federal statutes and regulations, including but not limited to 42 USC 1320-d et seq. (HIPAA), and 42 CFR Part 2;

10.4 Any applicable manuals or services guide(s);

10.5 All policies and procedures as adopted by Contractor from time to time; and

10.6 Any provision of the CCO Contract that applies to the Services to be performed by Provider, including but not limited to:

10.6.1 Exhibit B, Part 2 (Covered and Non-Covered Services);

10.6.2 Exhibit B, Part 3 (Patient Rights and Responsibilities, Engagement and Choice);

10.6.3 Exhibit B, Part 4 (Providers and Delivery System);

10.6.4 Exhibit B, Part 8 (Accountability and Transparency of Operations)

10.6.5 Exhibit B, Part 9 (Program Integrity);

10.6.6 Exhibit D, Sections 1 (Governing Law, Consent to Jurisdiction), 2 (Compliance with Applicable Law), 3 (Independent Contractor), 4 (Representation and Warranties), 15 (Access to Records and Facilities; Records Retention; Information Sharing), 16 (Force Majeure), 18 (Assignment of Contract, Successors in Interest), 19 (Subcontracts), 24 (Survival), 30 (Equal Access), 31 (Media Disclosure), and 32 (Mandatory Reporting of Abuse).

10.6.7 Exhibit E (Required Federal Terms and Conditions);

10.6.8 Exhibit F (Insurance Requirements);

10.6.9 Exhibit I (Grievance and Appeal System); and

10.6.10 Exhibit M (Behavioral Health).

11. **PROVIDER DIRECTORY**. Provider shall adhere to Contractor's established policies for Provider Directories and the applicable timeframes for updating the information therein.

12. **MEMBER RIGHTS**. Provider shall comply with and facilitate the Member Rights under Medicaid listed in Exhibit B, Part 3, Section 2 of the CCO Contract and OAR 410-141-3590. Without limiting the generality of the foregoing, Provider shall meet the following standards:

12.1 *Treating Members with Respect and Equality*. Provider shall treat each Member with respect and with due consideration for his or her dignity and privacy. In addition, Provider shall treat each Member the same as other patients who receive services equivalent to Covered Services.

12.2 *Information on Treatment Options*. Provider shall ensure that each Member receives information on available treatment options and alternatives in a manner appropriate to the Member's condition and ability to understand, including provision of auxiliary aids and services to ensure disability access to health information as required by Section 1557 of the PPACA.

12.3 *Participation Decisions*. Provider shall allow each Member to participate in decisions regarding such Member's own healthcare, including (a) being actively involved in the development of Treatment Plans; (b) participating in decisions regarding the Member's own health care, including the right to refuse treatment; (c) having the opportunity to execute a statement of wishes for treatment, including the right to accept or refuse medical, surgical, or Behavioral Health treatment; (d) execute directives and powers of attorney for health care established under ORS 127.505 to 127.660 and the Omnibus Budget Reconciliation Act of 1990 – Patient Self-Determination Act; and (e) have family involved in Treatment Planning.

12.4 *Copy of Medical Records*. Provider shall ensure that each Member is allowed to request and receive a copy of Member's own medical records (unless access is restricted in

accordance with ORS 179.505 or other applicable law) and request that they be amended or corrected as specified in 45 CFR Part 164. Members must have access to their own personal health information in the manner provided in 45 CFR 164.524 and ORS 179.505(9) so the Member can share the information with others involved in the Member's care and make better health care and lifestyle choices. Provider may charge Members for reasonable duplication costs when they request copies of their records.

12.5 *Exercise of Rights*. Provider shall ensure that any Member exercising such Member's rights is not treated adversely as a result of the exercise of these rights. Provider shall not discriminate in any way against Members when those Members exercise their rights under the OHP.

12.6 *Nondiscrimination*. Provider shall provide all Medically Appropriate Covered Services for Covered Members in an amount, duration, and scope that is no less than that furnished to clients receiving fee-for-service services.

13. **EQUAL ACCESS**. Provider shall provide equal access to covered services for both male and female members under 18 years of age, including access to appropriate facilities, services, and treatment, to achieve the policy in ORS 417.270.

14. **PREVENTIVE SERVICES MEDICAL CASE MANAGEMENT**. All preventive services provided to Members shall be reported to Contractor and are subject to Contractor's Medical Case Management and Record Keeping responsibilities.

15. **CERTIFICATION OF CLAIMS AND INFORMATION**. Provider certifies that all claims, submissions, and/or information it or its subcontractors provide are true, accurate, and complete. Provider expressly acknowledges that Contractor will pay any claims from federal and State funds, and that any falsification or concealment of any material fact by Provider or its subcontractors when submitting claims may be prosecuted under federal and State laws.

16. **VALID CLAIMS; ENCOUNTER DATA.** Pursuant to OAR 410-141-3565, Provider shall submit all billings for Members to Contractor within one hundred and twenty (120) days of the Date of Service. However, Provider may, if necessary submit its billing to Contractor within three hundred and sixty-five (365) days of the Date of Services under the following circumstances: (i) Billing is delayed due to retroactive deletions or enrollments; (ii) pregnancy of the Member; (iii) Medicare is the primary payer, unless Contractor is responsible for Medicare reimbursement; (iv) cases involving Third-Party Resources; or (v) other cases that delay the initial billing to Contractor, unless the delay was due to Provider's failure to verify a Member's eligibility. Provider must document, maintain, and provide to Contractor all Encounter Data records that document Provider's reimbursement to Federally Qualified Health Centers, Rural Health Centers and Indian Health Care Providers. All such documents and records must be provided to Contractor upon request.

17. **THIRD PARTY RESOURCES**.

17.1 *Provision of Covered Services*. Provider 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.

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

17.3 *Confidentiality*. When engaging in Personal Injury recovery actions, Provider shall comply with federal confidentiality requirements described in Exhibit E, Section 6 of the CCO Contract and any other additional confidentiality obligations required under the CCO Contract and State law.

17.4 *Third-Party Liability*. Contractor is the payor of last resort when other insurance or Medicare is in effect. Provider shall cooperate with Contractor in the implementation of policies and procedures to identify and obtain payment from third parties. Provider shall maintain records of Provider's actions related to Third-Party Liability recovery. Provider shall request and obtain Third-Party Liability information from members and promptly provide such information to Contractor. Such information shall include:

17.4.1 The name of the Third-Party Payer, or in cases where the Third Party Payer has insurance to cover the liability, the name of the policy holder;

17.4.2 The Member's relationship to the Third-Party Payer or policy holder;

17.4.3 The social security number of the Third-Party Payer or policy holder;

17.4.4 The name and address of the Third-Party Payer or applicable insurance company;

17.4.5 The policy holder's policy number for the insurance company; and

17.4.6 The name and address of any Third-Party who paid the claim.

17.5 *Right of Recovery*. Provider shall comply with 42 USC 1395y(b) and 42 CFR Part 411, Subparts C-E, which gives Medicare the right to recover its benefits from employers and workers' compensation carriers, liability insurers, automobile or no-fault insurers, and employer group health plans before any other entity including Contractor or Provider.

17.6 *Disenrolled Members*. If OHA retroactively disenrolls a Member at the time the Member acquired Other Primary Insurance, pursuant to OAR 410-141-3080(3)(e)(A) or 410-141-3810, Provider does not have the right to collect, and shall not attempt 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.

18. **HEALTH EQUITY; CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES**. Provider shall cooperate with Contractor in developing methods that increase access

to Culturally and Linguistically Appropriate Services, advance health equity and reduce health disparities, in accordance with all applicable terms and conditions of the CCO Contract. Without limiting the foregoing, Provider shall cooperate and work together with Contractor to identify and support a system of care that integrates best practices for care and delivery of services to reduce waste and improve the health and wellbeing of all Members. This may include training and education and/or the development of Culturally and Linguistically Appropriate tools for Provider to assist in the education of Members about roles and responsibilities in communication and care coordination.

19. **BEHAVIORAL HEALTH SERVICES**. If Provider provides no behavioral health services in connection with the CCO Contract, this section shall not apply. If Provider provides behavioral health services in connection with the CCO Contract, Provider shall comply with all relevant provisions of Exhibit M of the CCO Contract, including but not limited to the following:

19.1 *Behavioral Health Requirements.* Provider shall:

19.1.1 Be responsible for providing Behavioral Health services, including Mental Health wellness appointments as specified in the applicable OARs implementing Enrolled Oregon House Bill 2469 (2021), for all Members and Care Coordination for Members accessing non-covered Behavioral Health services in accordance with the applicable terms and conditions of the CCO Contract;

19.1.2 Ensure that Services and supports meet the needs of the Member and address the recommendations stated in the Member's Behavioral Health Assessment;

19.1.3 Ensure Members have timely access to care in accordance with OAR 410-141-3515 and the applicable terms and conditions of the CCO Contract, including without limitation Ex. B, Part 4.

19.2 *Integration, Transition and Collaboration with Partners.* Provider shall:

19.2.1 Provide Behavioral Health services in an integrated manner;

19.2.2 Work collaboratively to improve Behavioral Health services for all Members, including adult Members with Severe and Persistent Mental Illness;

19.2.3 Ensure that Members who are ready to transition to a Community placement are living in the most integrated setting appropriate for the Member;

19.2.4 Ensure that Members transitioning to another health care setting are receiving services consistent with the Member's treatment goals, clinical needs, and informed choice;

19.2.5 Provide oversight, Care Coordination, transition planning and management of the Behavioral Health needs of Members to ensure Culturally and Linguistically Appropriate Behavioral Health services are provided in a way that Members are served in the most natural and integrated environment possible and that minimizes the use of institutional care;

19.2.6 Engage with local law enforcement, jail staff and courts to improve outcomes and mitigate additional health and safety impacts for Members who have criminal justice involvement related to their Behavioral Health conditions; and

19.2.7 Ensure access to and document all efforts to provide Supported Employment Services for all adult Members eligible for these services, in accordance with OAR 309-019-0275 through 309-019-0295.

19.3 *Referrals, Prior Authorizations, and Approvals*. Provider shall:

19.3.1 Ensure Members have access to Behavioral Health screenings and Referrals for services at multiple health system or health care entry points;

19.3.2 Refrain from requiring Prior Authorization for certain Behavioral Health services within Contractor's Provider Network in accordance with OAR 410-141-3835. Provider shall require Prior Authorization for the Behavioral Health services identified in specified sections of the CCO Contract, as identified by Contractor to Provider;

19.3.3 Refrain from requiring Prior Authorization for the first thirty (30) days of Medication-Assisted Treatment within Contractor's Provider Network, in accordance with OAR 410-141-3835;

19.3.4 Ensure Prior Authorization for Behavioral Health services comply with mental health parity regulations in 42 CFR Part 438, subpart K;

19.3.5 Make a Prior Authorization determination within three (3) days of a request for non-emergent Behavioral Health hospitalization or residential care;

19.3.6 Not require Members to obtain approval of a Primary Care Physician in order to access to Behavioral Health Assessment and evaluation services. Members shall have the right to refer themselves to Behavioral Health services available from the Provider Network;

19.3.7 Ensure that Provider's staff (including the staff of any subcontractors) making Prior Authorization determinations for Substance Use Disorder treatment services and supports have adequate training and experience to evaluate medical necessity for Substance Use Disorders using the ASAM Criteria and DSM Criteria.

19.4 *Screening*. Provider shall:

19.4.1 Use a comprehensive Behavioral Health Assessment tool, in accordance with OAR 309-019-0135, to assist in adapting the intensity and frequency of Behavioral Health services to the Behavioral Health needs of the Member;

19.4.2 Screen Members for adequacy of supports for the Family in the home (e.g., housing adequacy, nutrition/food, diaper needs, Transportation needs, safety needs and home visiting).

19.4.3 Screen Members for, and provide, Medically Appropriate and Evidence-Based treatments for Members who have both mental illness and Substance Use Disorders.

19.4.4 Assess for opioid use disorders for populations at high risk for severe health outcomes, including overdose and death, including pregnant Members and Members being discharged from residential, Acute care, and other institutional settings.

19.4.5 Screen Members and provide prevention, early detection, brief intervention and Referral to Behavioral Health services in any of the following circumstances: (a) at an initial contact or during a routine physical exam; (b) at an initial prenatal exam; (c) when the Member shows evidence of Substance Use Disorders or abuse; (d) when the Member over-utilizes Covered Services; and (e) when a Member exhibits a reassessment trigger for Intensive Care Coordination needs.

19.5 *Substance Use Disorders*. Provider shall:

19.5.1 Provide SUD services to Members, which include Outpatient, intensive Outpatient, Medication Assisted Treatment including opiate substitution services, and residential, and withdrawal management services, consistent with OAR Chapter 309, Divisions 18, 19 and 22 and Chapter 415, Divisions 20 and 50. SUD services also include Community Integration Services as described in the OHP SUD 1115 Demonstration wavier approved by CMS and as specified in applicable Oregon regulations;

19.5.2 Inform all Members, using Culturally and Linguistically Appropriate means, that SUD services are Covered Services consistent with OAR 410-141-3585;

19.5.3 Provide Culturally and Linguistically Appropriate alcohol, tobacco, and other drug abuse prevention/education and information that reduce Members' risk to SUD. Provider's prevention program shall meet or model national quality assurance standards;

19.5.4 Provide Culturally and Linguistically Appropriate SUD services for any Member who meets the ASAM Criteria for:

(a) Outpatient, intensive Outpatient, SUD Day Treatment, residential, Withdrawal Management, and Medication Assisted Treatment including opiate substitution treatment, regardless of prior alcohol or other drug treatment or education; and

(b) Specialized programs in each Service Area in the following categories: court referrals, Child Welfare referrals, employment, education, housing support services or Referrals; and services or Referrals to specialty treatment for persons with Co-Occurring Disorders.

19.5.5 Ensure that specialized, Trauma Informed, SUD services are provided in environments that are Culturally and Linguistically Appropriate, designed specifically for the following groups:

(a) Children and adolescents, taking into consideration child and adolescent development,

(b) Co-occuring conditions,

(c) Women, and women's specific issues,

(d) Ethnically and racially diverse groups,

(e) Intravenous drug users,

(f) Individuals involved with the criminal justice system,

(g) Individuals with co-occurring disorders,

(h) Parents accessing residential treatment with any accompanying dependent children,

(i) Veterans and military service members, and

(j) Individuals accessing residential treatment with Medication Assisted Treatment.

19.5.6 Where Medically Appropriate, provide detoxification in a non-Hospital facility. All such facilities or programs providing detoxification services must have a certificate of approval or license from OHA in accordance with OAR Chapter 415, Division 12.

19.5.7 Provide to Members receiving SUD services, to the extent of available Community resources and as Medically Appropriate, information and Referral to Community services which may include but are not limited to: child care, elder care, housing, Transportation, employment, vocational training, educational services, mental health services, financial services, and legal services.

19.5.8 In addition to any other confidentiality requirements, comply with federal confidentiality laws and regulations (42 CFR Part 2) governing the identity and medical/Client records of Members who receive SUD services.

19.5.9 Comply with the requirements relating to Behavioral Health Resource Networks as specified in the applicable OARs.

19.6 *Co-Occurring Disorders*. Provider shall ensure access to treatment for Co-Occurring Disorders ("COD") for Members assessed at Levels 1 or 2 of the ASAM Criteria with Providers certified by OHA for COD services, contingent upon the availability of one or more appropriately certified COD Providers in Contractor's Service Area. Provider shall ensure access to treatment for COD for Members assessed at Levels 3 or 4 of the ASAM Criteria with Providers certified or licensed by OHA for COD services, contingent upon the availability of one or more appropriately certified or licensed Providers and regardless of whether the Provider is located in Contractor's Service Area.

19.7 *Gambling Disorders*. Provider shall ensure Member access to Outpatient Problem Gambling Treatment Services that are Medically Necessary Covered Services, contingent upon the availability of Providers certified by OHA for such services in Contractor's Service Area. Provider shall assist Members in gaining access to problem gambling treatment services not covered by the OHA Contract, including but not limited to residential treatment and Outpatient treatment that do not meet DSM diagnostic criteria for a gambling disorder. Such services are Carve-Out Services and paid by OHA under its direct contracts with Providers.

19.8 *Assertive Community Treatment ("ACT")*.

19.8.1 Provider or Care Coordinator shall meet with the Member face-to-face to discuss ACT services and provide information to support the Member in making an informed decision regarding participation. This must include a description of ACT services and how to access them, an explanation of the role of the ACT team, how supports can be individualized based on the Member's self-identified needs, and ways that ACT can enhance a Member's care and support independent Community living.

19.8.2 For Members with Severe and Persistent Mental Illness (SPMI), Provider shall ensure that:

(a) Members are assessed to determine eligibility for ACT; and

(b) Where applicable, ACT services are provided in accordance with OAR 309-019-0105 and 309-019-0225 through 309-019-0255.

19.9 *Peer Delivered Services and Outpatient Behavioral Health Services*

19.9.1 Provider shall inform Members of and encourage utilization of Peer Delivered Services, including Peer Support Specialist, Peer Wellness Specialist, Family Support Specialist, Youth Support Specialist, or other Peer Specialist, in accordance with OAR 309-019-0105.

19.9.2 Provider shall encourage utilization of PDS by providing Members with information, which must include a description of PDS and how to access it, a description of the types of PDS Providers, an explanation of the role of the PDS Provider, and ways that PDS can enhance Members' care.

19.9.3 Provider may utilize PDS in providing other Behavioral Health services such as ACT, crisis services, Warm Handoffs from Hospitals, and services at Oregon State Hospital.

19.9.4 Provider shall provide Outpatient Behavioral Health Services that include but are not limited to (a) specialty programs that promote resiliency and rehabilitative functioning for individual and Family outcomes; and (b) ACT, Wraparound, behavior supports, crisis care, Respite Care, Intensive Outpatient Services and Supports, and Intensive In-Home Behavioral Health Treatment (IIBHT). In providing IIBHT services, Provider shall comply with all relevant provisions of Exhibit M of the CCO Contract (including providing such information and reports

to Contractor that Contractor shall need to timely fulfill notification and reporting obligations in Exhibit M, Section 22), OAR 309-019-0167, OAR 410-172-0650, and OAR 410-172-0695.

19.9.5 Outpatient Behavioral Health Services provided by Provider must, regardless of location, frequency, intensity or duration of services, as Medically Appropriate: (a) include assessment, evaluation, treatment planning, supports and delivery; (b) be Trauma-Informed; and (c) include strategies to address environmental and physical factors, Social Determinants of Health and Equity, and neuro-developmental needs that affect behavior.

19.10 *Behavioral Health Crisis Management System*.

19.10.1 Provider shall establish a crisis management system, including Post Stabilization Services and Urgent Care Services available for all Members on a twenty-four (24)-hour, seven (7)-day-a-week basis consistent with OAR 410-141-3840, 42 CFR 438.114, and the applicable section of Ex. B, Part 2 of the OHA Contract.

19.10.2 The crisis management system must provide an immediate, initial and limited duration response for potential Behavioral Health emergency situations or emergency situations that may include Behavioral Health conditions, including:

(a) Screening to determine the nature of the situation and the Member's immediate need for Covered Services;

(b) Capacity to conduct the elements of a Behavioral Health Assessment that are needed to determine the interventions necessary to begin stabilizing a crisis situation;

(c) Development of a written initial services plan at the conclusion of the Behavioral Health Assessment;

(d) Provision of Covered Services and Outreach needed to address the urgent or crisis situation; and

(e) Linkage with public sector crisis services, such as Mobile Crisis Services and diversion services.

19.10.3 The crisis management system must include the necessary array of services to respond to Behavioral Health crises, that may include crisis hotline, Mobile Crisis team, walk-in/drop-off crisis center, crisis apartment/respite and short-term stabilization unit capabilities.

19.10.4 Provider shall ensure access to Mobile Crisis Services and crisis hotline for all Members in accordance with OAR 309-019-0105, and 309-019-0300 to 309-019-0320 to promote stabilization in a Community setting rather than arrest, presentation to an Emergency Department, or admission to an Acute care facility.

19.11 *Care Coordination / Intensive Care Coordination*.

19.11.1 Contractor and Provider shall provide Care Coordination and Intensive Care Coordination (ICC) for Members with Behavioral Health disorders in accordance with OAR 410-141-3860, and 410-141-3870 and the applicable sections in Ex. B, Parts 2 and 4 of the OHA Contract.

19.11.2 Contractor and Provider shall ensure all Care Coordinators work with Provider team members to coordinate integrated care. This includes but is not limited to coordination of physical health, Behavioral Health, intellectual and developmental disability, DHS, Oregon Youth Authority, Social Determinants of Health, Oregon Department of Veterans Affairs, United States Department of Veterans Affairs, and Ancillary Services.

19.11.3 Contractor and Provider shall ensure coordination and appropriate Referral to ICC to ensure that Member's rights are met and there is post-discharge support.

19.11.4 Contractor shall authorize and reimburse for ICC Services, in accordance with OAR 410-141-3860 and 410-141-3870.

19.11.5 Contractor shall track and coordinate for ICC reassessment triggers and ensure there are multiple rescreening points for Members based on reassessment triggers for ICC.

19.12 *Children and Youth Behavioral Health Services*.

19.12.1 Provider shall provide services to children, young adults and families that are sufficient in frequency, duration, location, and type that are convenient to the youth and Family. Services should alleviate crisis while allowing for the development of natural supports, skill development, normative activities and therapeutic resolution to Behavioral Health disorders and environmental conditions that may impact the remediation of a Behavioral Health disorder.

19.12.2 Provider shall ensure women with children, unpaid caregivers, families and children ages birth through five (5) years, receive immediate intake and assessment in accordance with timely access standards in OAR 410-141-3515.

19.12.3 Provider shall maintain an intensive and flexible service continuum for children and youth who are at risk of placement disruption, school failure, criminal involvement, becoming Homeless or other undesirable outcomes due a Behavioral Health disorder.

19.12.4 Provider shall utilize Evidence-Based Behavioral Health interventions for the Behavioral Health needs of Members who are children and youth.

19.12.5 Provider shall ensure Members have access to Evidence-Based Dyadic Treatment and treatment that allows children to remain living with their primary parent or guardian. Dyadic treatment is specifically designed for children eight (8) years and younger.

19.12.6 Provider shall ensure that children in the highest levels of care (subacute, residential or day treatment) received Family treatment with their caregivers provided that no Social Determinants of Health or other conditions will preclude such caregivers from actively and meaningfully participating in Family treatment. Provider shall also ensure that children in the highest levels of care (subacute, residential or day treatment) have, if clinically indicated, a

psychological evaluation current within the past twelve (12) months and will receive a child psychiatric evaluation and ongoing psychiatric care in accordance with OAR 309-022-0155. Should a child under age six (6) be in day treatment, subacute, or residential care settings, a developmental evaluation shall be done in addition to a psychological evaluation, if clinically indicated.

19.12.7 Contractor and Provider shall coordinate admissions to and discharges from Acute Inpatient Hospital Psychiatric Care and Sub-Acute Care for Members seventeen (17) and under, including Members in the care and custody of DHS Child Welfare or Oregon Youth Authority (OYA). For a Member seventeen (17) and under, placed by DHS Child Welfare through a voluntary placement agreement, Contractor and Provider shall also coordinate with such Member's parent or legal guardian.

19.12.8 Provider shall ensure that level of care criteria for Behavioral Health Outpatient services, Intensive Outpatient Services and Supports, and IIBHT include children birth through five (5) years in accordance with OAR Chapter 309, Division 22.

(a) Provider shall provide a minimum level of intensive Outpatient level of care for children birth through five (5) years with indications of Adverse Childhood Events and high complexity due to one or more of the following: multi system involvement, two or more caregiver placements within the past six (6) months, moderate to severe behavior challenges, at risk of losing current caregiver placement, or school or daycare placement.

19.12.9 Provider shall ensure that periodic social-emotional screening for all children birth through five (5) years is conducted in the primary care setting and ensure any concerns revealed by the screening are addressed in a timely manner.

19.13 *Providers.*

19.13.1 Provider shall ensure its employees and any subcontractors are trained in integration, and Foundations of Trauma Informed Care (https://traumainformedoregon.org/tic-intro-training-modules/). Contractor will conduct regular, periodic oversight and technical assistance on these topics to subcontractors and Providers.

19.13.2 Provider shall ensure its employees, subcontractors, and Providers of Behavioral Health services are trained in recovery principles, motivational interviewing.

19.13.3 Provider will develop Individual Service and Support Plans for Members, to assess for Adverse Childhood Experiences (ACEs), trauma and resiliency in a Culturally and Linguistically Appropriate manner, using a Trauma Informed framework.

19.13.4 If Provider has a waiver under the Drug Addiction Treatment Act of 2000 and 42 CFR Part 8, Provider is permitted to treat and prescribe buprenorphine for opioid addiction in any appropriate practice setting in which Provider is otherwise credentialed to practice and in which such treatment would be Medically Appropriate.

19.13.5 If Provider assesses Members for admission to, and length of stay in, Substance Use Disorders and Co-Occurring Disorders programs and services, Provider shall use the ASAM Criteria for level of care placement decisions, and that they have the training and background necessary to evaluate medical necessity for Substance Use Disorders Services using the ASAM Criteria and DSM criteria.

19.13.6 If Provider provides Behavioral Health residential treatment, including but not limited to sub-acute psychiatric services, Provider shall (a) enroll in OHA's Centralized Behavioral Health Provider Directory; (b) be part of the necessary trainings and ongoing technical assistance provided to OHA or designee; and (c) enter data required for the Directory in a timely and accurate manner in order to provide up-to-date capacity information to users of the Directory.

19.14 *Tracking System Reporting*. Provider shall enroll its Members in the Measures and Outcomes Tracking System (MOTS), formerly known as CPMS, as specified at http://www.oregon.gov/oha/amh/mots/Pages/index.aspx.

19.15 *Reporting Requirements*. Provider shall supply all required information necessary for Contractor to meet its reporting obligations under Exhibit M of the CCO Contract. This includes, but is not limited to, information and documents created as a result of the provision of wraparound services, including, without limitation, the documentation generated as a result of assessments conducted under OAR 309-019-0326(9)-(11) and any other information and documentation related to a compliance review.

20. **MAXIMUM CHARGES; COLLECTIONS**. Neither Provider nor its subcontractors shall bill Contractor for services provided to a Member for any amount greater than would be owed by the Member if Provider provided the services to the Member directly. Additionally, Provider shall comply with (and require its subcontractors to comply with, as applicable) OAR 410-120-1280 relating to when a provider may bill a Medicaid recipient and when a provider may send a Medicaid recipient to collections for unpaid medical bills.

21. **PHYSICIAN INCENTIVE PLAN ("PIP")**. If Provider has agreed to provide medical service to a Member for a capitation payment, fixed fee, or other arrangement that imposes Substantial Financial Risk on Provider, Provider must protect itself against loss by maintaining a stop loss protection as required by 42 CFR 422.208 and 422.210 ("Physician Incentive Plan Regulations") and the CCO Contract. If Provider is a Physician Group or Individual Practice Association as those terms are defined in the Physician Incentive Plan Regulations, Provider shall ensure that it does not make distributions to any Physician in violation of the Physician Incentive Plan Regulations.

22. **FEE-FOR-SERVICE MEDICARE PROVIDERS**. To the extent that Provider is a fee-for-service Medicare provider who provides services to Full-Benefit Dual Eligible Members, Provider shall comply with OAR 410-120-1280(8)(i).

23. **MEMBER ELIGIBILITY**. Provider shall verify current Member eligibility using the Automated Voice Response system, 270/271 Health Care Eligibility Benefit Inquiry and Response transactions, or the MMIS Web Portal.

24. **ELIGIBILITY FOR PAYMENT**. Provider understands and agrees that if Contractor is not paid or not eligible for payment by OHA for services provided, neither will Provider be paid or be eligible for payment.

25. **NOTICE OF TERMINATION**. Provider acknowledges and agrees that Contractor will provide written notice of the termination of the Agreement within 15 days of such termination to each Member who received his or her primary care from or was seen on a regular basis by Provider.

26. **DELIVERY SYSTEM CAPACITY**. Provider shall, if applicable, contract with facilities that meet cultural responsiveness and linguistic appropriateness, the diverse needs of Members, including, without limitation, adolescents, parents with dependent children, pregnant individuals, IV drug users and those with Medication Assisted Treatment needs.

27. **DATA DELIVERY**. Provider 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 CCO Contract. Without limiting the generality of the foregoing, Provider will cooperate with Contractor in order to meet its obligations to provide information under Exhibit B, Part 4 of the CCO Contract or as otherwise requested from time to time by OHA.

28. **PERFORMANCE MONITORING AND PARTICIPATION IN QUALITY IMPROVEMENT ACTIVITIES**. Contractor shall monitor Provider's performance on an ongoing basis and perform timely formal reviews of compliance with this Agreement. Upon request by either Contractor or the State, Provider shall participate in any internal or external quality improvement activities, including without limitation provider performance reviews. Performance reviews are timely when conducted (a) at least annually, for High risk Subcontractors, and (b) last least every three (3) years, for Low or Medium risk Subcontractors.

29. **ENROLLMENT AND PROVIDER IDENTIFICATION NUMBERS**. As applicable, Provider shall require each of its Physicians or other providers to be enrolled with OHA and have a unique provider identification number that complies with 42 USC 1320d-2(b).

30. **DEBARMENT AND SUSPENSION.** Provider 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." Provider further represents and warrants the following:

30.1 Provider is not controlled by a sanctioned individual;

30.2 Provider 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;

30.3 Provider 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:

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

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

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

31. **SURVIVAL**. All rights and obligations under this Attachment cease upon termination or expiration of the CCO Contract, except for the rights and obligations, and declarations which expressly or by their nature survive termination of the CCO Contract, including without limitation the sections or provisions set forth in Exhibit D, Section 24 of the CCO Contract.

32. **GRIEVANCE PROCESS**. Provider shall participate fully with Contractor in the handling of complaints and grievances of Members. Provider shall comply with and acknowledges receipt of or access to Contractor's Grievance and Appeal System including procedures and timeframes. Provider shall provide copies of Contractor's written procedures regarding the Grievance and Appeal System to its subcontractors and ensure that Provider's subcontractors comply with such procedures.

32.1 *Non-Emergent Medical Transportation Providers.* If Provider provides non-emergent medical transportation services, then Provider shall not preclude Members from making Grievances that have been made previously or from filing or submitting the same Grievance to Contractor, if the Grievance was not resolved by the Provider.

33. **SERVICE AUTHORIZATION**. Provider shall adhere to the policies and procedures set forth in the Contractor Service Authorization Handbook.

34. **MARKETING TO POTENTIAL MEMBERS**. To the extent applicable to the Services provided under the Agreement, Provider shall comply with the marketing requirements contained in the CCO Contract. Without limiting the generality of the foregoing, Provider shall not (a) distribute any Marketing Materials without Contractor first obtaining OHA approval, (b) seek to compel or entice Enrollment in conjunction with the sale of or offering of any private insurance, (c) directly or indirectly engage in door-to-door, emailing, texting, telephone or Cold Call Marketing activities; or (d) intentionally mislead Potential Members about their options.

35. **RECORDS AND FACILITIES.** Provider shall comply with Contractor policies and procedures related to privacy, security and retention of records. Provider shall maintain a record keeping system that: (1) includes sufficient detail and clarity to permit internal and external review to validate claim and Encounter Data submissions and to assure Members have been, and are being, provided with Medically Appropriate services consistent with the documented needs of the Member; (2) conforms to accepted professional practice and any and all Applicable Laws; (3) is supported by written policies and procedures; and (4) allows the Provider to ensure that data

provided to Contractor is accurate, timely, logical, consistent and complete. Information shall be provided in standardized formats to the extent feasible and appropriate. Contractor shall regularly monitor Provider's record keeping system and Provider shall be subject to Corrective Action for any failures.

36. **HIPAA SECURITY, DATA TRANSACTIONS SYSTEMS, AND PRIVACY COMPLIANCE**. Provider shall develop and implement such policies and procedures for maintaining the privacy and security of Records, and authorizing the use and disclosure of Records, as are required to comply with the CCO Contract and all applicable laws, including HIPAA.

36.1 *Privacy*. Provider shall ensure that all Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. Individually Identifiable Health Information relating to specific individuals may be exchanged between Provider and Contractor or OHA for purposes directly related to the provision of services to Members which are funded in whole or in part under the Agreement. However, Provider shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate HIPAA Privacy Rules in 45 CFR Parts 160 and 164, OHA Privacy Rules, OAR Chapter 407 Division 014, and OAR Chapter 943, Division 014, or OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at https://sharedsystems.dhsoha.state.or.us/forms/, Form number ME2090 Notice of Privacy Practices, or may be obtained from OHA.

36.2 *Information Security*. Provider shall adopt and employ reasonable administrative, technical and physical safeguards required by HIPAA Privacy Rules and Security Rules in 45 CFR Parts 160 and 164, OAR 407, Division 014, and OAR Chapter 943, Division 014, and OHA Notice of Privacy Practices to ensure that Member Information shall be used or disclosed only to the extent necessary for the permitted use or disclosure and consistent with Applicable Laws and the terms and conditions of the Agreement. Incidents involving the privacy and security of Member Information must be reported promptly, but in no event more than two (2) Business Days after Provider's Discovery of such incidents, to Contractor's Privacy Officer to allow for Contractor to fulfill its obligation to report such Security incidents in a timely fashion to the Privacy Compliance Officer in OHA's Information Security and Privacy Office.

36.3 *Data Transaction Systems*. Provider shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the OHA Electronic Data Transmission (EDT) Rules, OAR 943-120-0100 through 943-120-0200 . In order for Provider to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or Enrollment information, authorizations or other electronic transactions, Provider shall execute an EDT Trading Partner Agreement with OHA and shall comply with the OHA EDT Rules.

36.4 *Consultation and Testing*. If Provider reasonably believes that the Provider'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, Provider shall promptly consult the OHA HIPAA officer. Provider or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

36.5 *Information Privacy/Security/Access*. If Provider has (or its subcontractors or Agents have) Access (as defined in Exhibit N to the CCO Contract), then Provider shall (and cause such subcontractors or Agents to) comply with the requirements of Exhibit N to the CCO Contract, including but not limited to:

36.5.1 immediately notifying Contractor of an Incident or Breach and cooperating with Contractor to ensure Contractor is able to fulfill its obligations to report an Incident or Breach in compliance with Exhibit N to the CCO Contract;

36.5.2 not manipulating any URL or modifying, publishing, transmitting, reversing engineering, participating in any unauthorized transfer or sale of, creating derivative works of, or in any way exploiting the content or software comprising Access, or Information Assets made available through Access;

36.5.3 training employees on (and causing its subcontractors or Agents to be trained on, as applicable), the privacy and security obligations relating to the Data, including Client Records. Contractor shall provide periodic privacy and security training to Provider (and Provider's subcontractors and Agents), and Provider shall ensure that Provider's employees, subcontractors and Agents complete such trainings;

36.5.4 complying with (and causing subcontractors and Agents to comply with) all third-party licenses to which Access is subject, and all Applicable Laws and State policies, including those enumerated in Exhibit N to the CCO Contract, governing use and disclosure of Data (including Client Records) and Access to Information Assets, including as those laws, regulations and policies may be updated from time to time;

36.5.5 maintaining records that clearly document compliance with and performance under Exhibit N to the CCO Contract, and providing Contractor, OHA , the Oregon Secretary of State, the federal government, and their duly authorized representatives access to officers, employees, subcontractors, Agents, facilities and records to (i) determine Provider's (or its subcontractor or Agent's) compliance with Exhibit N to the CCO Contract; (ii) validate the written security risk management plan of Provider (or its subcontractor or Agent); or (iii) gather or verify any additional information OHA may require to meet any State or federal laws, rules, or orders regarding Information Assets;

36.5.6 complying with any and all requirements under the CCO Contract, including Exhibit N thereto, for identifying and addressing an Incident or Breach;

36.5.7 maintain all protections required by law or under the CCO Contract for any retained Member medical records or State of Oregon Information Asset(s), or both, for so long as the Provider (or its subcontractor or Agent) retains the Member medical records or State of Oregon Information Asset(s).

36.6 *Confidentiality*. Provider shall maintain the confidentiality of Member records and information and provide access to those records as described in Exhibit B, Part 8, Section 1 (Record Keeping Requirements) and 2 (Privacy, Security, and Retention of Records; Breach Notification); and Exhibit D, Section 15 (Access to Records and Facilities; Records Retention; Information Sharing) in the CCO Contract.

37. **RESOURCE CONSERVATION AND RECOVERY**. Provider shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et seq.). Section 6002 of that Act (codified at 42 USC 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.

38. **AUDITS**. If applicable, Provider shall comply with the audit requirements and responsibilities set forth in the CCO Contract and Applicable Law , including performance of a single organization-wide audit conducted in accordance with 2 CFR Subtitle B with guidance if required by the CCO Contract.

39. **SPECIAL NEEDS; WORKFORCE DEVELOPMENT**. Provider shall provide Trauma Informed and Culturally and Linguistically Appropriate Services to Members, as applicable. Provider shall be prepared to meet the special needs of Members who require accommodations because of disability or limited English proficiency.

40. **CULTURAL RESPONSIVENESS AND IMPLICIT BIAS TRAINING**. Provider shall provide and incorporate Cultural Responsiveness and implicit bias continuing education and trainings into its existing organization-wide training plans and programs as follows:

40.1 The trainings must align with the components of a Cultural Competence curriculum set forth by OHA's Cultural Competency Continuing Education criteria listed on OHA's website located at: https://www.oregon.gov/oha/OEI/Documents/OHA%20CCCE%20Criteria_May2019.pdf Contractor may utilize OHA pre-approved trainings to meet its obligations under this Section 39 which Provider may access at OHA's website located at: https://www.oregon.gov/oha/OEI/Documents/CCCE%20Registry_041919.pdf. Provider may develop its own curricula and trainings subject to: (i) alignment with the cultural competencies identified in the "Criteria for Approval Cultural Competence Continuing Education Training" document located in the URL above, and (ii) prior written approval by Contractor.

40.2 Provider shall ensure that all of its employee training offerings Cultural Competence and implicit bias include, at a minimum, the following fundamental areas or a combination of all: (a) Implicit bias/addressing structural barriers and systemic structures of oppression, (b) Language access (including the use of plain language) and use of Health Care Interpreters, including without limitation, the use of Certified or Qualified Health Care and American Sign Language Interpreters. (c) The use of CLAS Standards in the provision of services. About which additional information may be found at the following URL: https://www.thinkculturalhealth.hhs.gov/assets/pdfs/EnhancedNationalCLASStan dards.pdf (d) Adverse childhood experiences/trauma informed care practices that are culturally responsive and address historical trauma, (e) Uses of REAL+DREALD data to advance Health Equity, (f) Universal access and accessibility in addition to compliance with the ADA, and (g) Health literacy.

40.3 Provider shall also staff and providers (including subcontractors) to attend Cultural Responsiveness and implicit bias training. Such trainings must comply with the requirements set

forth in Para. d, Ex. K of the CCO Contract. Provider shall also comply with all of the reporting requirements set forth in Para. d, Ex. K of the CCO Contract; however, such reporting shall be made to Contractor and Contractor will, in turn, incorporate its Provider Network reporting, as required under Sub. Paras. (7)-(9) of Para. d, Sec. 10, Ex. K, into Contractor's reports.

40.4 Provider will cooperate with Contractor to meet its training goals and objectives that comply with the criteria set forth in Para. d above of Sec. 10, Ex. K of the CCO Contract. Provider will assist Contractor in its implementation of a review process of all training using criteria such that the review process will enable Contractor and OHA to Monitor and measure both the qualitative and quantitative progress, impact, and effectiveness of all training and education provided by Provider.

40.5 Upon request by Contractor, Provider will timely submit information and documentation necessary to permit Contractor to file its Annual Training and Education Report that documents all of the previous Contract Year's training activities that were provided by Provider to its employees and subcontractors. Such information and documentation will include, without limitation, reporting of training subjects, content outlines and materials, assessment of goals and objectives, target audiences, delivery system, evaluations, training dates and hours, training attendance, and trainer qualifications.

41. **PROGRAM INTEGRITY**. To the extent that Provider is delegated responsibility by Contractor for providing services to Members or processing and paying for payment of claims, Provider shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse in accordance with 42 CFR 438.608, and with the terms and conditions set forth in the CCO Contract, Exhibit B, Part 9, Sections 11-18. Provider shall cooperate with Contractor's pre-contracting readiness review or a formal annual compliance review to assess Provider's compliance with CCO Contract, Exhibit B, Part 9, Sections 11-18.

42. **FRAUD AND ABUSE PREVENTION. PROVIDER SHALL**:

42.1 Report to Contractor's Compliance Officer, OHA's Office of Program Integrity ("OPI") and DOJ's MFCU all suspected cases of Fraud, Waste, and Abuse including suspected Fraud committed by its providers, employees, subcontractors and Members, or any third parties. Provider shall also report, regardless of its own suspicions or lack thereof, any incident with any of the characteristics listed in Exhibit B, Part 9, Section 16 of the CCO Contract. All reporting shall be made promptly but in no event more than seven (7) days after Provider is initially made aware of the suspicious case. All reporting must be made as set forth in Exhibit B, Part 9, Section 17 of the CCO Contract; and

42.2 Fully cooperate in good faith with Contractor, MFCU and OPI and comply with all fraud, waste, and abuse investigations, reporting requirements, and related activities by Contractor, OPI, and MFCU or representatives of the United States of America, including but not limited to requirements under Exhibit B, Part 9, Section 17(f), OAR 410-120-1510, OAR 410-141-3520, OAR 410-141-3625, 42 CFR 433.116, 42 CFR 438.214, 438.600 to 438.610, 438.808, 42 CFR 455.20, 455.104 to 455.106 and 42 CFR 1002.3.

43. **MEDIA DISCLOSURE**. Provider shall not provide information to the media regarding a recipient of services under the CCO Contract without first consulting with and receiving approval from OHA and Contractor. Provider shall make immediate contact with OHA office and Contractor when media contact occurs. The OHA office will assist the Provider with an appropriate follow-up response for the media.

44. **MANDATORY REPORTING OF ABUSE**. Provider shall comply with all protective services, investigation and reporting requirements described in any of the following laws: (1) OAR Chapter 407, Divisions 45 to 47 (abuse investigations by the Office of Training, Investigations and Safety ("OTIS"); (2) ORS 430.735 through 430.765 (abuse reporting for adults with mental illness or developmental disabilities, including adults receiving services for a substance use disorder or a mental illness in a residential facility or a state hospital); (3) ORS 124.005 to 124.040 (elderly persons and persons with disabilities abuse); (4) ORS 441.650 to 441.680 (residents of long term care facilities); and (5) ORS 418.257 to 418.259 (child in care of a Child-Caring Agency, residential facilities for children with intellectual/developmental disabilities and child foster homes).

45. **TRUTH IN LOBBYING ACT CERTIFICATION**.

45.1 Provider certifies, to the best of its knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of Provider 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 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, or the extension continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

45.2 If any funds other than federally 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, Provider shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

45.3 Provider shall include the certification and requirements set out in this Section and shall require all subcontractors of any tier to include the certification and requirements set out in this Section, in all subcontracts and similar agreements pursuant to which any person or entity may receive federal funds.

45.4 Provider is solely responsible for all liability arising from a failure to comply with the terms of that certification. Provider shall fully indemnify the State of Oregon and Contractor for any damages suffered as a result of Provider's failure to comply with the terms of that certification.

45.5 The requirements of this Section are material. The certification described above is a prerequisite for making or entering into the Agreement imposed by Section 1352, Title 31, USC.

Provider 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.

45.6 No part of any federal funds paid to Provider 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.

45.7 No part of any federal funds paid to Provider 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.

45.8 The prohibitions in Subsections 39.6 and 39.7 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.

45.9 No part of any federal funds paid to Provider 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.

46. **WORKERS' COMPENSATION COVERAGE**. If Provider employs subject workers who work in the State of Oregon providing services under the UHN Agreement, then Provider shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employees are exempt under ORS 656.126. Proof of such insurance shall be submitted to Contractor if requested.

47. **CLEAN AIR, CLEAN WATER, AND EPA REGULATIONS** If the amount of compensation payable to Provider under the Agreement exceeds or is likely to exceed One Hundred Thousand Dollars ($100,000), Provider and its subcontractors 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 all applicable regulations adopted by the United States

Environmental Protection Agency (2 CFR Part 1532) that prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported in writing to: (a) OHA via Administrative Notice, (b) DHHS, and (c) the appropriate Regional Office of the United States Environmental Protection Agency.

48. **ENERGY POLICY AND CONSERVATION ACT**. Provider shall comply with any applicable mandatory standards and policies relating to energy efficiency, including those contained in the state Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

49. **NON-DISCRIMINATION**. Provider shall comply with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act ("ADA") of 1990, and all amendments to those acts and all regulations promulgated thereunder. Provider shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules. Without limiting the generality of the foregoing, Provider shall perform services under the Agreement to Members in a culturally competent manner, including those with limited English proficiency and diverse cultural and ethnic backgrounds; disabilities; and regardless of gender, sexual orientation, or gender identity.

50. **CONDITION OF PARTICIPATION**. Provider shall comply, and shall require any subcontractors to comply, with the Patient Rights Condition of Participation to the extent applicable and required by 42 CFR Part 482.

51. **CLINICAL LABORATORY IMPROVEMENT ACT AMENDMENTS**. Provider and any laboratories used by Provider pursuant to the Agreement shall comply with the Clinical Laboratory Improvement Amendments of 1988 ("CLIA"), 42 CFR Part 493 (Laboratory Requirements) and Chapter 438 ORS (Clinical Laboratories), which require that all laboratory testing sites providing Services shall have either a CLIA certificate of waiver or a certificate of registration along with a CLIA identification number.

52. **PRO-CHILDREN ACT OF 1994**. Provider shall comply with the Pro-Children Act of 1994 (codified at 20 USC 6081 et seq.).

53. **TRADITIONAL HEALTH WORKERS**. Any Traditional Health Workers ("THW") employed by Provider must undergo and meet the requirements for and pass the background check required of Traditional Health Workers as described in OAR 410-180-0326. Encounter Data shall be submitted for any and all THW Encounters that are eligible to be submitted and processed for claims payment.

54. **HOME HEALTH**.

54.1 *Surety Bond*. Home health care items or services (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital) shall not be reimbursed unless Provider has provided the state with a surety bond as specified in Section 1861(o)(7) of the Social Security Act.

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

55. **WRAPAROUND SERVICES**. Provider 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.

56. **PATIENT CENTERED PRIMARY CARE HOMES**. Provider shall, to the extent applicable, communicate and coordinate care with a Member's Patient Centered Primary Care Home (PCPCH) in a timely manner using electronic health information technology to the maximum extent feasible.

57. **CREDENTIALING**. If Provider is delegated credentialing, Provider shall comply with all requirements in Exhibit B, Part 4, Section 5 of the CCO Contract. Without limiting the generality of the foregoing, if Provider is credentialing provider types designated by OHA (https://www.oregon.gov/oha/HSD/OHP/Pages/Plan-Tools.aspx) as "moderate" or "high risk," Provider shall not execute any contract with such providers unless the provider has been approved for enrollment by OHA. Provider shall cooperate with the OHA with respect to site visits for such "moderate" or "high" risk providers and for ensuring that such "high" risk provider has undergone fingerprint-based background checks. For a provider who is actively enrolled in Medicare and has undergone a fingerprint-based background check as part of Medicare enrollment, OHA will deem such providers to have satisfied the same background check requirement for OHA Provider Enrollment.

58. **RETENTION OF RESPONSIBILITY BY CONTRACTOR.** The Agreement does not delegate or subcontract, and shall not be construed as delegating or subcontracting, the oversight and monitoring of Quality Improvement activities; adjudication of an Appeal in accordance with OAR 410-141-3875; non-emergency medical transportation quality assurance quarterly reporting; or oversight of all functions or responsibilities delegated to subcontractors including performance of annual formal compliance review.

59. **TELEHEALTH SERVICES**. To the extent Provider renders Services via Telehealth, Provider shall comply, and require its subcontractors to comply, with CCO Contract Exhibit B, Part 2, Sec. 8 and OAR 410-141-3566, including requirements relating to Telehealth service delivery, patient choice and consent, access to care, and compliance with federal and state privacy and confidentiality laws.

60. **PRIMARY CARE.** To the extent that Provider is a Primary Care Provider that renders Early and Periodic Screening, Diagnostic, and Treatment services for Members through age 20 ("EPSDT Services"), Provider shall ensure timely coordination and initiation of treatment for Members with health care needs identified through EPDST screenings including by: (a) assisting with scheduling appointments and arranging for Covered and Non-Covered Services needed as result of conditions disclosed during screening and diagnosis; (b) provide referrals to Members or their Representatives for, including but not limited to, social services, education programs, and

nutrition assistance programs; (c) providing assistance with scheduling of NEMT services consistent with 42 CFR § 441.62.

61. **NON-MEDICAID CONTRACT**. Except as otherwise provided below, any state or federal regulation or law applicable to Medicaid-funded services that are referred to in this Attachment shall be applicable to Non-Medicaid Members as though Non-Medicaid Members were Medicaid Members. Any reference to a federal or state regulation or to the State Plan in this Attachment that by its express language or context refers to a Medicaid-eligible individual, shall still apply to Covered Services provided to Non-Medicaid Members notwithstanding the Non-Medicaid Member's ineligibility for Medicaid. Provider shall comply, and cause all employed or contracted practitioners and all subcontractors to comply, with the requirements of this Attachment with respect to Non-Medicaid Members except as follows:

61.1 The reporting requirements identified in Section 42.1 of this Attachment shall apply only with respect to the OHA Provider Audit Unit, and shall not apply with respect to MFCU or DHS;

61.2 The following provisions of this Attachments shall not apply:

61.2.1 Any references to (i) Medicare; (ii) the Patient Protection and Affordable Care Act; and (iii) federal funds as a source of claims payment;

61.2.2 Sections 2.6 (prohibiting expenditures for roads, bridges, stadiums or other items or services not covered by OHP)

61.2.3 Section 50 (patient rights condition of participation for hospitals)

61.2.4 Section 17.2 (reimbursement to Medicare)

61.2.5 Section 17.5 (Medicare right of recovery)

61.2.6 Section 21 (mandating stop loss protection in certain circumstances)

61.2.7 Section 34 (marketing to potential members)

61.2.8 Section 53 (background checks for certified traditional healthcare workers)

61.2.9 Section 54.2 (OASIS reporting and patient notice requirements for Home Health Agencies)

62. **CONFLICT**. In the event of conflict between a provision of this Attachment and a provision of the Agreement into which it is incorporated, the provision contained in this Attachment shall control.