



Dental Care Organization
Member Transition & Contract Close-Out Plan
Template

Background

The Oregon Health Authority (OHA) has direct contracts with Dental Care Organizations (DCOs) under which DCOs are responsible for the Medicaid dental benefits for certain Oregon Health Plan (OHP) members. Currently, OHP members who may be enrolled in DCOs under these direct contracts have the Plan Type¹ “CCOB” or “CCOE” associated with their OHP enrollment or have no Plan Type. Refer to the table below for explanation.

Plan Type	Who is responsible for payment?		
	Behavioral health	Dental	Physical health
CCOA	CCO	CCO	CCO
CCOB	CCO	OHA or DCO	CCO
CCOE	CCO	OHA or DCO	OHA
CCOG	CCO	CCO	OHA
None listed	OHA	OHA or DCO	OHA

OHA has determined that it will not renew the DCO contracts when they expire on December 31, 2022. OHA has provided informal notice to DCOs about this decision and will provide written notice to each DCO, consistent with contract and rule requirements, no later than October 1, 2022.

DCO members will be transitioned into Coordinated Care Organizations (CCOs) effective January 1, 2023, consistent with OHA’s enrollment rules including any exceptions to mandatory CCO enrollment. Members will be enrolled in a CCO under the Plan Type that provides the highest level of benefits coverage by the CCO.

Members who cannot be enrolled in CCOs for their behavioral health and physical health benefits will be enrolled in CCOs for dental benefits only, consistent with OHA’s enrollment rules, under the new Plan Type “CCOF”. This Plan Type will be effective January 1, 2023; refer to the table below.

Plan type	Who is responsible for payment?		
	Behavioral health	Dental	Physical health
CCOF	OHA	CCO	OHA

Purpose

As described in the CY [2022](#) DCO contract (Exhibit D, Sections 10-11) and OAR [410-141-3710](#) – Contract Termination and Close-Out Requirements, each DCO must submit a member transition and contract close-out plan to OHA. The template for this plan begins on page 11 of this document.

The DCO must submit its plan to OHA via email to DCO.DeliverableReports@odhsoha.oregon.gov by October 1, 2022.

The plan is subject to OHA review and approval, and the DCO must revise the plan as required to obtain OHA approval. Following approval of the DCO’s plan, OHA will provide the DCO with a checklist, with due dates, for the tasks to be performed by both parties in support of the plan. The checklist will

¹ Plan Type is defined in OAR 410-141-3500 in the [rule filing](#) effective 7/1/2022.

combine the tasks from the DCO's plan with the tasks for which OHA is responsible.

Contract and rule requirements applicable to member transition and contract close-out are provided in Appendix B. In general, "member transition" refers to the orderly and timely transfer of members from coverage under the DCO contract to coverage under the receiving CCO's contract. "Contract close-out" refers to the activities and functions that the DCO is obligated to perform following expiration of the contract.

OHA will provide separate written guidance to assist DCOs in the development of their plans. The guidance will include, among other things, information about OHA's process for assigning DCO members to CCOs. The guidance will be updated from time to time and distributed via email to DCOs and posted on the DCO Contract Forms [webpage](#).

Appendix A

Below are possible topics and tasks for the DCO to address in items 2-4 of its plan. The purpose of the lists below is to prompt the DCO to broadly consider what may need to be addressed for each item. The lists are based on a combination of contract and rule requirements provided in Appendix B and typical business processes. The lists are not exhaustive and do not take the place of the DCO's independent review of contract and rule requirements and its business processes.

2. Provide the DCO's plan for notifying its members and contracted providers about termination of the contract. *OAR 410-141-3710(5)(a). Exh D, Sec 10 a (4).*

- Draft letters and other communications for internal review and approval
- Submit member letters to OHA for approval
- Translate approved member letters
- Mail letters to members and providers
- Update member and provider webpages
- Update provider manual

3. Provide the DCO's plan for transitioning its members to one or more CCOs. *OAR 410-141-3710(5)(b), (12), (13), and (14). Exh D, Sec 10 a (3) and c (6).*

- Provide member health records to receiving CCO
- Identify members who need high-level care coordination
- Submit monthly progress reports on transition plan
- Submit final report on transition plan
- Inquire about contracting with receiving CCO if not already contracted

4. Provide the DCO's plan for closing out its direct OHA contract, including but not limited to fulfilling operational and reporting requirements and submitting deliverables. See *OAR 410-141-3710(5)(c), (11), (15), (16), and (18), and (19). Exh D, Sec 10 a (1). Exh D, Sec 11 b and f.*

- Maintain claims processing functions for at least 18 months from contract expiration
- Submit regular deliverables due after contract expiration (e.g., Exhibit I, Exhibit L, MLR, encounter data certification, enrollment reconciliation)
- Submit deliverables specific to close-out (e.g., monthly claims aging reports including IBNR)
- Records retention/preservation/availability for 10 years from contract expiration
- Maintain adequate staffing to perform close-out functions
- Resolve outstanding Grievances, Appeals, and Hearings
- Change in Subcontractor or vendor relationships
- Submit written request for release of restricted reserves certifying that all obligations have been satisfied

Appendix B

Below are the contract and rule requirements applicable to member transition and contract close-out

Exhibit D – Standard Terms and Conditions

10. Effect of Legal Notice of Termination, Non-Renewal, or Failure to Renew: Transition Plan

- a.** After providing or receiving Legal Notice of termination, or, in the case of expiration under Sec. 1.1 of the General Provisions to this Contract, at least ninety (90) days before the Expiration Date of this Contract, Contractor shall commence performing all of the Close-Out Requirements and Runout Activities set forth in Secs. 10-11, Ex. D, and those set forth in OAR 410-141-3710, which includes Contractor drafting and providing to OHA, via Administrative Notice, with a Transition Plan. For purposes of clarity, any and all obligations required to be performed upon termination under this Sec. 10 of this Ex. D, shall also be required to be performed upon expiration. Contractor's Transition Plan shall include without limitation:
 - (1)** Detail how Contractor will fulfill its continuing obligations under this Contract, including, without limitation, operational and reporting requirements, submitting deliverables as required by OHA and OAR 410-141-3710;
 - (2)** Identifying a Transition Coordinator (with contact information) as OHA's single point of contact for all issues related to Contractor's Transition Plan;
 - (3)** A list identifying the prioritization of high-needs Members for Care Coordination and any other Members requiring high level coordination;
 - (4)** How and when Contractor will notify its Members, Providers, and Subcontractors of the termination of this Contract:
 - (a)** Contractor shall include in the notices sent to Members information relating to Continuity of Care and how Members will be transitioned from Contractor to a new DCO without any disruption to the provision of services;
- b.** The Transition Plan is subject to review and approval by OHA for compliance with Secs. 10-11 of this Ex. D. OHA shall provide Contractor's Transition Coordinator with notice of approval or disapproval via Administrative Notice. Contractor shall make revisions to the plan as necessary in order to obtain approval by OHA. Failure to provide to, and obtain from, OHA approval of a Transition Plan shall give OHA the right to extend the termination date by the amount of time necessary in order for both OHA to approve Contractor's Transition Plan and for Contractor to carry out its obligations under such approved Transition Plan.
- c.** During the Transition Period Contractor shall be required to provide to OHA status reports every thirty (30) days detailing Contractor's progress in carrying out the Transition Plan. Contractor shall submit a final status Report that describes how Contractor has fulfilled all of its obligations under the Transition Plan including an explanation of how it will resolve any outstanding responsibilities. During the Transition Period, Contractor shall, at a minimum, do all of the following:
 - (1)** Continue to perform all financial, management, and administrative services obligations including the maintenance of restricted reserves and insurance coverage for a period of no less than eighteen (18) months following the effective date of termination, or until the State provides Contractor with Legal Notice that all obligations have been fulfilled, whichever is earlier.
 - (2)** Maintain adequate staffing to perform all functions specified in Contract.
 - (3)** Promptly supply all information requested by OHA for reimbursement of any claims outstanding at the time of termination.
 - (4)** Promptly make available any signed Provider agreements requested by OHA.
 - (5)** Cooperate with OHA to arrange for orderly and timely transfer of Members from coverage under this Contract to coverage under new arrangements authorized by OHA. Such actions of cooperation shall include, but are not limited to Contractor:

- (a) Facilitating and scheduling of Dentally necessary arrangements or appointments for care and services, including arrangements or appointments with Contractor's network Providers for dates of service after the Contract termination date;
- (b) Identifying chronically ill, high risk, hospitalized, and pregnant Members in their last four (4) weeks of pregnancy;
- (c) Continuing to provide Care Coordination until appropriate transfer of care can be arranged for those Members in a course of treatment for which a change of Providers could be harmful;
- (6) Make available (including, as applicable, requiring its Providers and Subcontractors to make available) to OHA or another health plan to which OHA has assigned the Member, copies of Oral Health patient files and any other information necessary for the efficient care management of Members as determined by OHA. Such records shall be in a format or formats directed by OHA and shall be provided at no expense to OHA or the Member. Information required includes but is not limited to:
 - (a) Prior Authorizations approved, denied, or in process;
 - (b) Program exceptions approved;
 - (c) Current hospitalizations;
 - (d) Information on Members in Treatment Plans/plans of care who will require Continuity of Care consideration;
 - (e) Any other information or records deemed necessary by OHA to facilitate the transition of care.
 - (f) Arrange for the retention, preservation, and availability of all Records under this Contract, including, but not limited to those Records related to Member Grievance and Appeal records, litigation, base data, Medical Loss Ratio data, financial reports, claims settlement information, as required by Contract, State and federal law.

11. Effect of Termination or Expiration: Other Rights and Obligations

- a. Expiration of this Contract is deemed to be a termination of this Contract, without regard to whether OHA and Contractor enter into a successor contract, except that:
 - (1) OHA need not furnish a Legal Notice or any other type of notice of termination for a termination by expiration;
 - (2) If OHA offers Contractor a successor contract to be effective immediately upon expiration of this Contract, then OHA will provide Contractor with Legal Notice of the proposed terms and conditions of the Contract, as will be submitted by OHA to CMS for approval, and within fourteen (14) days of receipt of the CMS approved successor contract, Contractor shall provide OHA with Legal Notice if Contractor does not intend to enter the successor contract. Such Legal Notice will not relieve Contractor of any undertakings Contractor has provided to OHA in the procurement for the successor contract;
 - (3) If OHA and Contractor enter into a successor contract that is effective immediately after expiration of this Contract, then OHA may waive those duties of Contractor relating to termination of this Contract that OHA deems unnecessary in view of the successor contract; and
 - (4) Contractor shall perform the actions described in Sec. 10 of this Ex. D relating to Transition Plan and close-out activities, but only to the extent required by OHA in writing. Contractor shall provide a Transition Plan, to the extent required by OHA in writing, ninety (90) days before expiration of this Contract.
- b. After the effective date of termination (or expiration as provided for in Para. a of this Sec. 11 of Ex. D) of the Contract, Contractor shall:
 - (1) Maintain compliance with all financial requirements set forth in this Contract, including but not limited to restricted reserves and insurance coverage, for, unless a longer period of time is expressly required elsewhere in this Contract, eighteen (18) months following the

date of termination, or until OHA provides Contractor written release agreeing that all continuing obligations of this Contract have been fulfilled, whichever is earlier.

- (2) Maintain claims processing functions as necessary for a minimum of eighteen (18) months after the date of termination (or longer if it is likely there are additional claims outstanding) in order to complete adjudication of all claims and appeals.
- (3) Assist OHA with Grievances and Appeals for Dates of Service prior to the termination date.
- (4) Provide as required in Ex. L to this Contract the financial reporting deemed necessary by OHA, including but not limited to:
 - (a) Quarterly and Audited Financial Statements up to the date specified by OHA; and
 - (b) Details related to any existing third-party liability or personal injury lien cases, except to the extent Contractor transfers the cases to OHA's Third Party Liability or Personal Injury Lien units, as applicable.

c. Unless OHA provides Contractor with Legal or Administrative Notice that Contractor shall do otherwise, Contractor shall, during the Transition Period or during the one hundred and twenty (120) day period preceding this Contract's Expiration Date, in order to ensure Members receive continuity of services, do all of the following:

- (1) Continue to provide services to Members for the period in which a DCO Payment has been made;
- (2) Plan and carry out an orderly and reasonable transfer of Member care in progress;
- (3) Continue to provide timely submission of information, reports and records, including Encounter Data, required to be provided to OHA during the Term of this Contract; and
- (4) Continue to make timely payment of Valid Claims for services to Members for dates of service during the Term of this Contract.

d. If Contractor continues to provide services to a Member after the date of termination, OHA is only authorized to pay for services subject to OHA rules on a Fee-for-Service basis even if the former Member is OHA eligible and not covered under any other OHA Contractor. If Contractor chooses to provide services to a former Member who is no longer OHP eligible, OHA shall have no responsibility to pay for such services.

e. Upon termination, OHA will conduct an accounting of both DCO Payments paid or payable and Members enrolled during the month in which termination is effective. Payment will then be calculated and Paid to Contractor as follows:

- (1) Mid-Month termination: For a termination of this Contract that occurs during mid-month, the DCO Payments for that month shall be apportioned on a daily basis. Contractor shall be entitled to DCO Payments for the period of time prior to the date of termination and OHA shall be entitled to a refund for the balance of the month.
- (2) Responsibility for DCO Payment/Claims: Contractor is responsible for any and all claims from Subcontractors or other Providers, including Emergency Service Providers, for Covered Services provided prior to the termination date.
- (3) Notification of Outstanding OHA Claims: Contractor shall promptly provide OHA with Administrative Notice of any outstanding claims for which OHA may owe, or be liable for, a Fee-for-Service payment(s), which are known to Contractor at the time of termination or when such new claims incurred prior to termination are received. In connection with such Administrative Notice, Contractor shall supply OHA with all information necessary for reimbursement of such claims.
- (4) Responsibility to Complete Contractual Obligations: Contractor is responsible for completing submission and corrections to Encounter Data for services received by Members during the period of this Contract. Contractor is responsible for Submitting financial and other reports required during the period of this Contract to OHA's Contract Administrator via Administrative Notice.

(5) Withholding: Regardless of the reason for termination of this Contract, in the event OHA has not approved Contractor's Transition Plan by sixty (60) days prior to the termination date, OHA will have the right to withhold 20% of Contractor's DCO Payment(s) for the last month this Contract remains in effect and such amount shall be held by OHA, until OHA has given written approval to Contractor's Transition Plan.

f. After Contractor has satisfied all of its obligations under this Contract, including post-termination obligations and any obligations under any Transition Plan, Contractor shall submit to OHA a written request for release of restricted reserves, stating (under penalty of False Claims liability) that all Contractor's obligations under this Contract and any Transition Plan have been satisfied. OHA will thereupon provide a written release of reserves, when OHA is satisfied that Contractor has satisfied all of its obligations under this Contract and any Transition Plan.

OAR 410-141-3710 – Contract Termination and Close-Out Requirements

(1) This rule applies to any termination of an MCE contract, including but not limited to non-renewal under OAR 410-141-3725, expiration of the contract at the end of its term, or termination during the term of the contract initiated by either party. Consistent with OAR 410-141-3725, MCEs shall abide by all requirements in this rule regardless of whether termination notice is provided by the Authority or the MCE.

(2) The party initiating the termination shall render written notice of termination to the other party by certified mail, return receipt requested, or in person with proof of delivery and a contemporaneous copy emailed to the other party's contract administrator.

(3) The notice of termination shall specify the circumstances giving rise to termination and the date on which such termination shall become effective.

(4) After receipt of an MCE's notification of intent not to renew or notice of termination, the Authority shall issue written notice to the MCE specifying:

- (a) The effective date of termination;
- (b) The MCE's operational and reporting requirements; and
- (c) Timelines for submission of deliverables.

(5) Upon notification of termination or non-renewal, an MCE shall submit to the Authority a transition plan detailing how it fulfills its continuing obligations for the duration of the contract. The transition plan shall include:

- (a) How each of the MCE's members and contracted providers are notified of the termination of the contract;
- (b) A plan to transition its members to other MCEs; and
- (c) A plan for closing out its MCE business, including but not limited to the operational and reporting requirements and timelines for submission of deliverables, as specified by the Authority, and the requirements specified in this rule.

(6) Transition plans are subject to approval by the Authority:

- (a) The MCE must revise the transition plan as necessary to obtain approval by the Authority;
- (b) Failure to submit a transition plan and obtain written approval of the termination plan by the Authority may result in the Authority's withholding of 20 percent of the MCE's monthly capitation payment until the Authority has approved the transition plan;
- (c) If the Authority's approval of the transition plan occurs less than 90 days before the effective date of termination, then the Authority may require the MCE to extend the contract to a later effective date of termination, including as necessary the MCE's acceptance of amendments to the contract generally applicable to MCE contracts through the extended effective date.

(7) The MCE shall designate an individual as the contract transition coordinator.

(8) The contract transition coordinator shall be the Authority's contact for ensuring the MCE's completion of the MCE's contractual obligations, performance, operations, and member transitions including the transition plan.

(9) MCEs shall submit reports to the Authority every 30 calendar days detailing the MCE's progress in executing its transition plan. In the event of the MCE's substantial failure to execute timely its transition plan, the Authority may withhold 20 percent of any payments due to the MCE from the Authority until such failure is corrected.

(10) MCEs shall submit a final report to the Authority describing how it fulfilled all transition and close-out activities described in the transition plan. The final report is subject to the Authority approval before issuance of any final payment.

(11) MCEs shall continue to perform all financial, management, and administrative services obligations identified in contract throughout the closeout period, including at minimum:

- (a) Restricted reserves and insurance coverage for a period of 18 months following the notice of termination, or until the state provides the MCE with written release agreeing that all continuing obligations are fulfilled, whichever is earlier;
- (b) Maintaining adequate staffing to perform all required functions as specified in contract;
- (c) Supplying all information necessary to the Authority or its designee upon request for reimbursement of any outstanding claims at the time of termination;
- (d) Assisting the Authority to ensure an orderly transition of member services after notice of termination consistent with the Authority's Transition of Care Policy; and
- (e) To make available all signed provider agreements or subcontracts to the Authority upon request.

(12) The MCE must arrange for the orderly transfer of all OHP members assigned to the MCE to coverage under any new arrangement authorized by the Authority, including any actions required by the Authority to complete the transition of members and the termination of the MCE contract. These actions include:

- (a) Forwarding of all medical or financial records related to the contractually obligated activities;
- (b) High needs care coordination;
- (c) Facilitation and scheduling of medically necessary appointments for care and services;
- (d) Identification of chronically ill high risk, hospitalized, and pregnant members in their last four weeks of pregnancy.

(13) If a change of providers may be harmful to the member, the MCE must continue to provide services until that treatment is concluded or appropriate transfer of care is arranged.

(14) The MCE shall make available and require its providers and subcontractors to make available to the Authority copies of medical, behavioral, oral and managed long-term services and supports records, patient files, and any other pertinent information necessary for efficient care management of enrollees, as determined by the Director of the Authority:

- (a) Records shall be in a usable form and shall be provided at no expense to the Authority, using a file format and dates for transfer specified by the Authority;
- (b) Under no circumstances shall a Medicaid member be billed for this service;
- (c) Information that shall be required includes:
 - (A) Numbers and status of grievances in process;
 - (B) Numbers and status of hospital authorizations in process, listed by hospital;
 - (C) Daily hospital logs;
 - (D) Prior authorizations approved, pending, or denied;
 - (E) Program exceptions approved;
 - (F) Medical cost ratio data;
 - (G) Information on outstanding payments for medical care rendered to members;
 - (H) All encounter data required under the terminated agreement;
 - (I) Identification of members whose treatment or treatment plans require continuity of care consideration;

(J) Any other information or records deemed necessary by the Authority to facilitate the transition of care.

(15) Following expiration of the contract and the completion of closeout period obligations, the MCE shall:

- (a) Maintain claims processing functions as necessary for a minimum of 18 months after the date of termination. If additional claims are outstanding, the MCE shall maintain the claims processing system as long as necessary to complete final adjudication of all claims;
- (b) Remain liable and retain financial responsibility for all claims with dates of service prior to the date of termination;
- (c) Maintain financial responsibility for patients who were admitted to an inpatient stay prior to the termination date through the date of discharge from their continuous inpatient stay in accordance with OARs 410-141-3500, 410-141-3805, and 410-141-3850, and to the extent the MCE is responsible under the contract;
- (d) Maintain financial responsibility for services rendered prior to the termination date, for which payment is denied by the MCE and subsequently approved upon appeal by the provider; and
- (e) Assist the Authority with grievances and appeals for dates of service prior to the termination date.

(16) Runout activities shall consist of the processing, payment, and reconciliations necessary regarding all enrollees, claims for payment from providers, appeals by both providers and members, and financial reporting deemed necessary by the Authority, including:

- (a) Monthly claims aging report including IBNR amounts;
- (b) Quarterly financial statements and annual audited financial statements in conformity with the specification in the contract up to the date specified by the Authority;
- (c) Certified encounter reporting until all services rendered prior to contract expiration or termination have reached adjudicated status and the Authority data validation of the information is complete;
- (d) Arranging for the retention, preservation, and availability of all records, including those records related to member grievance and appeals, litigation, base data, Medical Loss Ratio (MLR) reports, claims settlement, and those records covered under HIPAA as required by contract and state and federal law;
- (e) Details of any existing third-party liability (TPL) or personal injury lien (PIL) cases and making any necessary arrangements to transfer the cases to the Authority's TPL and PIL units; and
- (f) Final reports that identify all expenditures for any period in which the MCE continued to pay claims for services provided during the contract period.

(17) The Authority may require status reports or updates to the data reporting requirements in section (16) of this rule upon request.

(18) MCEs shall submit to the Authority a written request for release certifying that all obligations have been satisfied. The Authority shall provide an official written release upon satisfaction of activities associated with the contract expiration or termination plan. The request must be signed, expressly under penalty of False Claims Act liability, by the president and the chief financial officer of the MCE and must attest that, except as expressly described in a writing attached to the attestation:

- (a) All payments are received by the MCE under the contract, and all the MCE's liabilities under the contract are extinguished;
- (b) All reports, reconciliations, member matters, and provider matters are resolved and finalized; and
- (c) The MCE complied with all contractual and legal requirements, including completion of the activities described in the transition plan.

(19) To the extent that the request for release under section (18) of this rule attaches any exception, the request for release must include a plan describing how each exception is resolved. Any payments due under the terms of the contract for services between the Authority and the MCE, including the distribution of restricted reserve funds or any withheld capitation amount, may be withheld until the Authority receives all written and properly executed documents from the MCE. The MCE is subject to all obligations under the contract, associated rules, and the transition plan until a final written release is issued by the Director of the Authority. Such release shall:

- (a) Apply only to the extent of the MCE's responsibilities under the MCE contract, associated rules, and the transition plan;
- (b) Apply only to the extent the MCE's submissions to the Authority are true, complete, and accurate;
- (c) Apply only between the Authority and the MCE;
- (d) Not bind third parties;
- (e) Not preclude the Authority's assertion of indemnity, contribution, or other obligations based on third-party claims;
- (f) Not preclude the Authority's assertion of false claims liability, Medicaid fraud, common-law fraud, or other claims, false statements, or fraud; and
- (g) Not affect any post-termination obligations of the MCE under the contract for preservation of records or for auditors' access.

Statutory/Other Authority: ORS 413.042

Statutes/Other Implemented: ORS 414.065

History:

DMAP 56-2021, amend filed 12/30/2021, effective 01/01/2022

DMAP 56-2019, adopt filed 12/17/2019, effective 01/01/2020

Member Transition & Contract Close-Out Plan

DCO name

**Contact name
and email**

1. Provide the name and email for the DCO's transition coordinator. See OAR 410-141-3710(7). Exh D, Sec 10 a (2).

Instructions for Items 2-4

For each item, use the box for narrative content and the table for tasks and due dates. Add rows to the table as necessary. Carefully review Appendices A and B before responding to items 2-4.

Appendix A

Appendix A identifies possible topics and tasks to address for items 2-4. The purpose is to prompt the DCO to broadly consider what may need to be addressed for each item. The lists are based on a combination of the contract and rule requirements in Appendix B and typical business processes. They are not exhaustive and do not take the place of the DCO's independent review of contract and rule requirements and its business processes.

Appendix B

Appendix B provides the contract and rule requirements relating to member transition and contract close-out.

2. Provide the DCO's plan for notifying its members and contracted providers about termination of the contract. OAR 410-141-3710(5)(a). Exh D, Sec 10 a (4).

<i>Due date</i>	<i>Task</i>
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3. Provide the DCO's plan for transitioning its members to one or more CCOs. OAR 410-141-3710(5)(b), (12), (13), and (14). Exh D, Sec 10 a (3) and c (6).

<i>Due date</i>	<i>Task</i>
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4. Provide the DCO's plan for closing out its direct OHA contract, including but not limited to fulfilling operational and reporting requirements and submitting deliverables. OAR 410-141-3710(5)(c), (11), (15), (16), and (18), and (19). Exh D, Sec 10 a (1). Exh D, Sec 11 b and f.

<i>Due date</i>	<i>Task</i>
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