Contract Number 151473

STATE OF OREGON
PERSONAL/PROFESSIONAL SERVICES CONTRACT

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This Contract is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

APS Healthcare Quality Review, Inc.
dba KEPRO, Inc.
777 East Park Drive
Harrisburg, PA 17111
Telephone: (717) 564-8288 Ext. 7026
E-mail address: jdougher@kepro.com
www.kepro.com

hereinafter referred to as "Contractor."

Work to be performed under this Contract relates principally to OHA's

Health Systems Division
Provider Clinical Support
500 Summer Street NE
Salem, OR 97301
Contract Administrator: Trevor Douglass or delegate
Telephone: (503) 947-2315
Facsimile: (503) 945-6548
E-mail address: trevor.douglass@state.or.us

1. Effective Date and Duration.

This Contract shall become effective on the date this Contract has been fully executed by every party and, when required, approved by Department of Justice or on July 1, 2016, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall expire on June 30, 2019. Contract termination shall not extinguish or prejudice OHA's right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Contract Documents.

a. This Contract consists of this document and includes the following listed exhibits which are incorporated into this Contract:

(1) Exhibit A, Part 1: Definitions
(2) Exhibit A, Part 2: Statement of Work
(3) Exhibit A, Part 3: Payment and Financial Reporting
(4) Exhibit A, Part 4: Special Provisions
(5) Exhibit B: Standard Terms and Conditions
(6) Exhibit C: Insurance Requirements
(7) Exhibit D: Required Federal Terms and Conditions
(8) Exhibit E: Required Subcontractor Provisions
(9) Exhibit F: Required Attachments

There are no other contract documents unless specifically referenced and incorporated in this Contract.

b. This Contract and the documents listed in Section 2., Contract Documents, Subsection a. above, shall be in the following descending order of precedence: this Contract less all exhibits, Exhibits D, B, A, C, E and F.

3. Consideration.

a. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is $25,175,520.00. OHA will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination or expiration of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

b. Interim payments to Contractor shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A, Part 2, "Payment and Financial Reporting."

c. OHA will only pay for completed Work under this Contract. For purposes of this Contract, "Work" means the tasks or services and deliverables accepted by OHA as described in Exhibit A, Part 1, "Statement of Work."

4. **Vendor or Sub-Recipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

☐ Contractor is a sub-recipient ☒ Contractor is a vendor ☐ Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Contract: 93-778

5. Contractor Data and Certification.

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

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

If Contractor is self-insured for any of the Insurance Requirements specified in Exhibit C of this Contract, Contractor may so indicate by: (i) writing "Self-Insured" on the appropriate line(s); and (ii) submitting a certificate of insurance as required in Exhibit C, Section 9.

Contractor Name (exactly as filed with the IRS): _____

_____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: (____) _____ Facsimile: (____) _____

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

Contractor Proof of Insurance, as required by Exhibit C:

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

Professional Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Commercial General Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Automobile Liability Insurance Company: _____

Policy #: _____ Expiration Date: _____

Workers' Compensation: Does Contractor have any subject workers, as defined in ORS 656.027? *(Check one box):* ☐ YES ☐ NO *If YES, provide the following information:*

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

Business Designation: (*Check one box*):

☐ Professional Corporation	☐ Nonprofit Corporation	☐ Limited Partnership
☐ Limited Liability Company	☐ Limited Liability Partnership	☐ Sole Proprietorship
☐ Corporation	☐ Partnership	☐ Other

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

b. **Certification**. The Contractor acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Contractor and that pertains to this Contract or to the project for which the Contract work is being performed. The Contractor certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Contractor further acknowledges that in addition to the remedies under this Contract, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Contractor. Without limiting the generality of the foregoing, by signature on this Contract, the Contractor hereby certifies that:

(1) Under penalty of perjury the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;

(2) The information shown in this Section 5., Contractor Data and Certification, is Contractor's true, accurate and correct information;

(3) To the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

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

(5) Contractor is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: *https://www.sam.gov/portal/public/SAM/*; and

(6) Contractor is not subject to backup withholding because:

(a) Contractor is exempt from backup withholding;

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

(c) The IRS has notified Contractor that Contractor is no longer subject to backup withholding.

c. Contractor is required to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN) as applicable to OHA. By Contractor's signature on this Contract, Contractor hereby certifies that the FEIN or SSN provided is true and accurate. If this information changes, Contractor is required to provide OHA with the new FEIN or SSN within 10 days.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

6. Signatures. This Contract and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract and any amendments so executed shall constitute an original.

APS Healthcare Quality Review, Inc., dba KEPRO, Inc.
By:

Authorized Signature	Title	Date

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

Authorized Signature	Title	Date

Approved for Legal Sufficiency:

/s/ Jeffrey Wahl	June 30, 2016
Assistant Attorney General	Date

Office of Contracts and Procurement:

Contract Specialist	Date

EXHIBIT A

Part 1
Definitions

Unless the context requires otherwise:

- Words in the singular number include the plural, and those in the plural include the singular; and
- Words of a particular gender include any gender and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

The terms specific to this Contract shall have the following meanings:

1. **"Centers for Medicare and Medicaid Services"** or **"CMS"** means the federal agency responsible for administering the Medicare, Oregon Health Plan Medicaid, State Children's Health Insurance Program (SCHIP), Health Insurance Portability and Accountability Act (HIPAA), Clinical Laboratory Improvement Amendments (CLIA), and several other health-related programs. Additional information regarding CMS and its programs is available at http://new.cms.hhs.gov/home/aboutcms.asp .

2. **"Chronic Disease and Illness Payment System"** or **"CDPS"** means is a diagnostic classification system that Medicaid programs can use to make health-based, capitated payments for Temporary Assistance for Needy Families (TANF) and disabled Medicaid beneficiaries.

3. **"Claims data activity analysis"** means a qualitative and quantitative examination and assessment of Medicaid claims necessary to monitor Program performance and ensure outcome metrics are achieved.

4. **"Client"** means an individual who is eligible for OHP healthcare services and is receiving OHP benefits.

5. **"Clinical Advisory Committee"** or **"CAC"** means a committee that meets regularly to ensure the Contractor is addressing the healthcare needs of FFS Clients. The CAC establishes an ongoing positive relationship with the healthcare community and maintains a consistently high-level of communication with stakeholders.

6. **"Clinical Operations Manager"** means the Contractor's key person who is responsible for the day-to-day operations of the clinical services and the operation of the nurse triage and advice telephonic services.

7. **"Community-based"** means activities and efforts that take place within a FFS Client's community or significant segments of a community, which may be located within or in close proximity to the community it serves; and is directly connected to the engagement of FFS Client's care coordination efforts and execution of care plan. This may include engaging Clients, caregivers, enrolled and non-enrolled Medicaid providers connected with delivering clinical services to a Client engaged or being engaged in the Program.

8. **"Coordinated Care Organization"** or **"CCO"** means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care

management and to provide integrated and coordinated healthcare for each of the organization's members. (OAR 410-141-0000 (21))

9. **"Culturally and linguistically sensitive"** means care and efforts taken to ensure that factors related to culture and language are considered, and actions are taken to be responsive to differences and inequities when making decisions about how Healthcare is accessed and delivered.

10. **"Day"** means calendar day unless specified otherwise in this Contract.

11. **"DHS"** means the Department of Human Services.

12. **"DHS-APD"** means the State of Oregon, Department of Human Services – Aging and People with Disabilities, its employees, and authorized agents. (ORS 410)

13. **"Engagement"** means the FFS Client is engaged in the Program when the Contractor makes telephone contact with the FFS Client and the Client verbally agrees to receive Program services.

14. **"Enrollment"** means the assignment of a member to Contractor for participation in Contractor's Program.

15. **"Executive Director"** means the Contractor's key person who is responsible for overall operations and efficiency of the organization. The person designated by a board of directors or corporate owner of a business that is responsible for the administration of the services provided by the business.

16. **"Fee-for-Service Client"** or **"FFS Client"** means an Oregon Health Plan member that is not enrolled in a coordinated care organization or a managed care plan, and includes persons who are Fully Dual Eligible, that have elected to remain Fee-for-Service.

17. **"Healthcare"** means care, services, or supplies related to the health of an individual. Health care includes but is not limited to preventive, diagnostic, therapeutic, rehabilitative, maintenance, palliative care, counseling services, assessment, or procedures with respect to the physical or mental condition, or functional status of an individual, or that affects the structure or function of the body and the sale or dispensing of a drug, device, equipment, or other prescribed item. (OAR 407-014-0000 (16))

18. **"Health Care Professional"** means an individual with current and appropriate licensure, certification, or accreditation in a medical, mental health, or dental profession who provide health services, assessments, and screenings for clients within their scope of practice, licensure, or certification. (OAR 410-120-0000 (90))

19. **"Health Literacy"** means the degree to which individuals have the capacity to obtain, process, and understand basic health information needed to make appropriate health decision regarding services needed to prevent or treat illness. (OAR 410-141-0280 (1)(d))

20. **"Health Systems Division"** or **"HSD"** means the division of OHA that includes the Addictions and Mental Health programs, the Children's Wraparound Initiative, and the Oregon Health Plan.

21. **"Health System Transformation"** or **"HST"** means the transformation of health care delivery in medical assistance programs as prescribed by HB 3650 (2011), Chapter 602,

Oregon Laws, and SB 1580 (2012), Chapter 8, Oregon Laws, and including the CCO Implementation Proposal from the Oregon Health Policy Board (January 24, 2012) approved by Section 2 of SB 1580 (2012). (OAR 410-141-0000 (39)) The Health System Transformation website is: http://www.oregon.gov/dhs/pages/hst/index.aspx.

22. **"Home and Community Based Services"** or **"HCBS"** mean the services approved and funded by the Centers for Medicare and Medicaid Services for eligible individuals who are aged and physically disabled and for eligible individuals with intellectual disabilities and developmental disabilities in accordance with Title XIX of the Social Security Act. (OAR 411-048-0160 (19)) and for eligible individuals who are aged and physically disabled the HCBS is provided in accordance with State Plan K Community First Choice requirements. (OAR 411-046-0110 (25))

23. **"Individual User Profile"** or **"IUP"** means the DHS or OHA forms used to authorize a user, identify their job assignment, and the required access to DHS' or OHA's network and information system. It generates a unique security access code used to access DHS' or OHA's network and information system. (OAR 407-120-0100 (23))

24. **"Integrated"** or **"Integration"** means a combining or a combination of aspects or parts that work well together. The process of coordinating separate physical elements into a balanced whole compatible with Clients environment; bringing together processes or functions that are normally separate.

25. **"Intensive Care Management"** or **"ICM"** means a collaborative process of assessment, planning, facilitation, and advocacy for options and services to meet an individual's catastrophic or more complex acute or chronic health needs through communication and available resources to promote quality cost effective outcomes. Intensive Care Management encompasses hospitalization and surgery discharge planning for high-risk enrollees.

26. **"Interpreter"** or **"Certified or Qualified Healthcare Interpreter"** means a trained person who is readily able to communicate with a person with limited English proficiency and to accurately translate the written or oral statements of the person with limited English proficiency into spoken English and is readily able to translate the written or oral statement of other persons into the spoken language of the person with limited English proficiency. A certified Healthcare Interpreter has met Oregon training standards for certification, has received certification from a national certification body, and is listed in the Oregon Healthcare Interpreter Registry. A qualified Healthcare Interpreter has met Oregon training standards for qualification and has demonstrated language proficiency in English and second language where certification is not possible using a standardized, nationally recognized language proficiency assessment and is listed in the Oregon Healthcare Interpreter Registry. (OAR 410-141-0000 (10))

27. **"Intervention algorithms"** mean a succinct step-by-step process that defines how an intervention will take place.

28. **"Level of Care Utilization System" or "LOCUS©"** means the assessment process required by OHA for level of care determinations to determine the appropriate setting for a Client to receive services and supports.

29. **"Level of Service Inventory" or "LSI"** means the person centered service assessment intended for use when assessing the residential service and support needs of individuals experiencing functional deficits resulting from the symptoms of a diagnosed mental health condition. The LSI was developed by OHA as a tool for level of service determinations and is not intended to be used as a level of care determination tool.

30. **"Living Well with Chronic Conditions"** means the six-week workshop that teaches real-life skills for living a full, healthy life with chronic disease. Living Well with Chronic Conditions is the same as the Chronic Disease Self-Management Program developed by Stanford University and is supported by OHA and DHS.

31. **"Long-term services and supports"** or **"LTSS"** means medical, mental health, oral health, and personal care services needed by Individuals who have lost some capacity to perform activities of daily living and instrumental activities of daily living.

32. **"Medical Appropriateness Review"** means the process for receiving a service authorization request and applying quality assurance, utilization review, and administrative approval processes.

33. **"Medicaid Management Information System" or "MMIS"** means a computer based information management software system used by the Oregon Health Authority.

34. **"Medication management"** or **"medication reconciliation"** means the monitoring of medications that a patient takes to confirm that he or she is complying with a medication regimen, while also ensuring the patient is avoiding potentially dangerous drug interactions and other complications.

35. **"Metrics"** mean a measure that monitors a process or program performance as it relates to achieving desired outcomes.

36. **"Nurse Triage and Advice Line"** or **"NAL"** means triage and healthcare advice services available to FFS Clients by telephone: for nurse assessment of Client symptoms with the goal of guiding the Client to the most appropriate level of care; that responds to Client requests for health information, community resources, and medical assistance; and that is available 24 hours a day, seven days a week. The assessment and evaluative process is intended to prevent a level of care higher or lower than the situation warrants. Triage lines in this Contract require licensed professional nurses.

37. **"OHA"** means the State of Oregon, Oregon Health Authority, its employees and authorized agents that is the organizational unit responsible for administration of state and federal funded medical assistance programs including Title XIX Medicaid and Title XXI State Children's Health Insurance Program (SCHIP).

38. **"Oregon Administrative Rules"** or **"OAR"** means all references to OAR chapters or sections and shall include any successor, amended, or replacement rules.

39. **"Oregon Revised Statutes"** or **"ORS"** means all references to ORS chapters or sections and shall include any successor, amended, or replacement statutes.

40. **"Oregon Health Plan"** or **"OHP"** means the Medicaid and Children's Health Insurance (CHIP) Demonstration Project that expands Medicaid and CHIP eligibility beyond populations traditionally eligible for Medicaid to other low-income populations and Medicaid and CHIP services under the State Plan. (OAR 410-120-0000 (151))

41. **"Oregon Health Plan Care Coordination Program"** or **"Program"** means the Contractor's statewide program of Care Coordination services for OHP, Medicaid, Fee-for-Service Clients with or without Medicare (dual eligibility). The Program's services include, but are not limited to: disease management, intensive care management, and nurse triage and advice telephonic services.

42. **"Oregon Health Plan Care Coordination Services"** or **"OHPCC"** means the care coordination services provided to FFS Clients by a contractor. The services coordinated by the contractor may include: assistance in finding a doctor, food, or shelter; help with hospital discharge planning, managing medications, self-managing chronic conditions, obtaining the proper medical equipment, or remaining at home longer; or case management with multiple medical or acute needs.

43. **"Oregon State Plan Amendment"** means the agreement between OHA and CMS on how the Medicaid and related programs are administered.

44. **"Outcome"** means the way a thing turns out; a consequence. Something that follows as a result or consequence.

45. **"Patient"** means a recipient of services received from a licensed or accredited medical provider or facility.

46. **"Patient Centered Primary Care Home"** or **"PCPCH"** means a health care team or clinic that is organized in accordance with the standards established by the Oregon Health Authority under ORS 414.655 (Health System Transformation) and that incorporates the following core attributes:

a. Access to care;
b. Accountability to consumers and to the community;
c. Comprehensive whole person care;
d. Continuity of care;
e. Coordination and integration of care; and
f. Person and family centered care.

47. **"Peer"** means any individual who has similar life experience, either as a current or former recipient of addictions or mental health services, or as a family member of an individual who is a current or former recipient of addictions or mental health services. (OAR 410-180-0305 (12))

48. **"Peer Support Specialist"** means a person providing peer delivered services to an individual or family member with similar life experience. A peer support specialist must be: (a) A self-identified person currently or formerly receiving mental health services; or (b) A self-identified person in recovery from an addiction disorder, who meets the abstinence requirements for recovering staff in alcohol and other drug treatment programs; (c) A self-identified person in recovery from problem gambling; or (d) A family member of an individual who is a current or former recipient of addictions or mental health services. (OAR 410-180-0305 (13))

49. **"Peer Wellness Specialist"** means an individual who is responsible for assessing mental health service and support needs of the individual's peers through community outreach, assisting individuals with access to available services and resources, addressing barriers to services and providing education and information about available resources and mental

health issues in order to reduce stigmas and discrimination toward consumers of mental health services and to provide direct services to assist individuals in creating and maintaining recovery, health and wellness. (ORS414.025(13))

50. **"Personal Information"** or **"PI"** means the information that directly or indirectly links to the identity of any person, that includes, but is not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, locating address, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

51. **"Prevalent Non-English Language"** means all non-English languages that are identified as the preferred written language by the lesser of either: (A) 5 percent of the MCO's total OHP enrollment; or (B) 1,000 of the MCO's members. (OAR 410-141-0280 (1)(c))

52. **"Prioritized List of Health Services"** means the listing of condition and treatment pairs developed by the Health Evidence Review Commission for the purpose of administering OHP. (OAR 410-120-0000 (182))

53. **"Privacy and Security Incident Policies"** mean the OHA and DHS policies for handling incidents or the attempted or successful unauthorized access, use, disclosure, modification, or destruction of any network and information system or agency information asset including but not limited to unauthorized disclosure of information, failure to protect user's identification provided by the agency or theft of computer equipment that uses or stores any agency information asset.

54. **"Process Improvement"** means a systematic approach to closing of process or system performance gaps through streamlining and cycle time reduction, and identification and elimination of causes of below specifications quality, process variation, and activities. A systematic approach to help an organization optimize its underlying processes to achieve more efficient results.

55. "**Qualified Mental Health Professional**" or "**QMHP**" means a licensed medical practitioner or any other person meeting the minimum qualifications as authorized by the local mental health authority or designee, and specified in 309-019-0125 (8). (OAR 309-019-0105 (81))

56. **"Quality Control"** or **"QC"** means a system of maintaining standards in manufactured products by testing a sample or the output against the specification. A procedure or set of procedures intended to ensure that a manufactured product or performed service adheres to a defined set of quality criteria or meets the requirements of the client or customer.

57. **"Referral"** means the transfer or total or specified care of a Client from one provider to another. The term referral also includes a request from a consultation or evaluation or a request or approval of specific services.

58. **"Risk assessment process"** means a process to identify potential and existing health and behavior risks and analysis of what could happen if risk is not addressed, and that propose mitigation strategies.

59. **"Risk Stratification"** means the medical decision-making; the activities such as lab and clinical testing used to determine a person's risk for suffering a particular condition and

need, or lack thereof, for prevention intervention. A formal estimate of the probability of a person's succumbing to a disease or benefiting from a treatment for that disease.

60. **"Secure File Transfer Protocol"** or **"SFTP"** mean a network protocol that provides secure file access, file transfer, and file management functionalities over a reliable data stream.

61. **"Self-management"** means the goal-oriented concept of the Client being the driver of their own care, and actively involved in the decision-making process with guidance from the Healthcare Team and results in a healthier alternative way to live with a chronic illness or condition.

62. "**Service Plan**" means a comprehensive plan for services and supports provided to or coordinated for an individual and his or her family, as applicable, that is reflective of the assessment and the intended outcomes of service. (OAR 309-019-0105 (90))

63. **"State"** means the State of Oregon.

64. **"Subcontract"** means a written agreement between the Contractor and a person or entity setting forth the rights and obligations of the parties.

65. **"Subcontractor"** means the person or entity entering into a Subcontract with the Contractor.

66. **"Targeted Case Management"** or **"TCM"** means activities that assist the Client in a target group in gaining access to needed medical, social, educational, and other services. This includes locating, coordinating, and monitoring necessary and appropriate services. (OAR 410-120-0000 (218))

67. **"Translation services"** mean the act or process of translating words or text from one language into another.

68. **"Triple Aim of Healthcare"** means improving health, improving healthcare, and lowering healthcare costs by transforming the delivery of healthcare. Oregon's Triple Aim of healthcare states: "*The right care in the right place at the right time.*"

69. **"Utilization Review"** or **"UR"** means the process of reviewing, evaluating, and assuring appropriate use of medical resources and services. The review encompasses quality, quantity, and appropriateness of medical care to achieve the most effective and economic use of healthcare services.

70. **"Waiver" or "Waiver Program"** means agreement between CMS and OHA and DHS that pertains to the administration and operation of a Medicaid or Medicaid related program.

71. **"Work"** means the required services, tasks, deliverables, reporting, and invoicing requirements, to be performed by Contractor, under this Contract.

EXHIBIT A

Part 2
Statement of Work

1. General provisions applicable to all Work.

a. Contractor shall require Contractor's paid and non-paid employees to treat Fee-for-Service (FFS) Clients with respect and due consideration for his or her dignity and privacy.

b. Contractor shall foster and promote preventive, community and primary healthcare, including mental and physical healthcare, which aims to keep FFS Clients active, healthy, and independent members of society.

c. Contractor shall allow the FFS Client to participate in decisions regarding their healthcare, including the right to refuse advice, Program participation, healthcare provider recommendations, and treatments.

d. Contractor shall, upon a FFS Client's request, provide information on the structure and operation of the Contractor's organization.

e. Contractor's Work will not include contracting with healthcare provider networks and Contractor will not be the payer of medical treatments or procedures rendered to the FFS Client.

2. Evidence-based Practices.

a. Contractor shall adopt evidence-based practice guidelines that are based on valid and reliable clinical evidence, or on a consensus of healthcare professionals, in consultation with Contractor's participating healthcare providers in the healthcare provider's particular field. Contractor's evidenced-based practice guidelines must consider the needs of FFS Clients.

b. Contractor shall periodically review, at least annually, and update, as appropriate, its evidence-based practice guidelines.

c. Contractor shall disseminate the evidence-based practice guidelines to healthcare providers of Clients enrolled in the Program, and, upon request, to OHA, FFS Clients, potential Clients, or Client representatives.

d. Contractor's decisions for utilization management, coverage of services, or other areas to which the guidelines apply, should be consistent with the adopted evidence-based practice guidelines.

e. Contractor shall describe in its annual written evaluation of its quality improvement program its process for adoption and dissemination of the evidence-based practice guidelines and identify those that have been adopted.

3. Care Coordination Services.

a. General Provisions for Care Coordination.

(1) Contractor shall provide a comprehensive, seamless, statewide program of Care Coordination services to FFS Clients with a focus on improving healthcare outcomes and eliminating access barriers.

(2) Contractor shall provide Care Coordination services to FFS Clients who meet eligibility criteria as adopted by OHA and described in this Contract. Contractor shall notify FFS Clients eligible for participation in Care Coordination of their potential enrollment in Contractor's Program as described in Section 9 Enrollment.

(3) Contractor shall provide Care Coordination services in accordance with the intent and objectives of OHA's Health System Transformation.

(4) Contractor shall operate its Care Coordination program in accordance with established federal, State, Oregon Health Plan, Oregon Health Authority, and Department of Human Services' statutes, rules, regulations and guidelines.

(5) Contractor shall provide Care Coordination services for FFS Clients with physical health needs, as well as mental health, dental health, behavioral health, long-term care service and support needs, and substance abuse issues.

(6) Contractor shall prioritize its Care Coordination on the identification, engagement, and improved outcomes of high risk, high acuity FFS Clients.

(7) Contractor and OHA shall cooperatively develop a plan to incorporate the Living Well with Chronic Conditions program into the options available to FFS Clients.

(8) Contractor and OHA will seek parallel opportunities for community and provider engagement statewide.

b. Person-Centered Care Coordination.

Contractor's person-centered, integrated Care Coordination shall:

(1) Use evidence-based practices, interventions (as specified in 3.i.(1) below), and strategies that objectively show improved health outcomes, reduce medical costs, and increase the FFS Client's ability to remain independent in Client's own residence or in a Home and Community-based Care services (HCBS) setting.

(2) Use health and social services resources that allow FFS Clients with disabilities to live independently at home or with others as long as medically appropriately and safe for the Client.

(3) Focus its Care Coordination program on improving FFS Client health outcomes and eliminating barriers to accessing healthcare services with emphasis on prevention.

(4) Use interventions and strategies that objectively show reductions in the progression of chronic conditions and decreasing acuity/occurrence of catastrophic medical events.

(5) Transition the FFS Client effectively through a continuum of coordinated care services and health care settings using cost-effective Care Coordination within the OHP Medicaid parameters.

(6) Collaborate and coordinate with OHA's Targeted Case Management programs, the Patient Centered Primary Care Homes, and the Coordinated Care Organizations to prevent duplication of efforts and assure FFS Clients' continuity of care between delivery systems.

(7) Focus on effecting the following outcomes:

(a) Improved FFS Client health and reduced medical costs.

(b) Improved access to Patient Centered Primary Care Homes.

(c) Improved access to healthcare services or Targeted Case Management.

(d) Reduced utilization of hospital emergency departments and hospital re-admissions.

(e) Reduced progression of chronic conditions and the acuity of catastrophic medical conditions.

(f) Improved utilization of behavioral health services provided in outpatient and licensed residential and inpatient settings.

(g) Decreased wait time for individuals waiting to be discharged from the Oregon State Hospital.

c. Care Coordination Health Stratification Process.

(1) Contractor shall use a mutually agreed upon health stratification process that assigns FFS Clients to unique care coordination categories based on clinical, functional, and social needs, patterns of risk for disease, and expected resource requirements.

(a) Contractor's health stratification process shall ensure the correct coordinated healthcare services are provided to FFS Clients.

(b) Contractor shall ensure that the FFS Clients are accurately identified and managed at the most appropriate level of intervention using a one through five acuity ranking and as defined by Contractor's risk stratification criteria and/or other mutually agreed upon acuity rankings.

(c) Contractor shall affirm FFS Client's clinical stratification and risk assessment as appropriate to the FFS Client's needs.

(d) Contractor's health stratification process must be based on an analysis of Medicaid claims using a predictive modeling process which assigns FFS Clients to unique, mutually-exclusive, morbidity categories based on patterns of risk for disease and expected resource requirements.

(2) Contractor shall ensure Care Coordination services are provided to the FFS Clients identified through the health stratification process in subsection (1) above.

(3) Contractor shall ensure the type, frequency and intensity of FFS Client interventions are determined based on a health stratification process and acuity level Contractor establishes for FFS Client.

(4) In addition to Contractor's health stratification process, Contractor shall apply and utilize financial cost data for the past 12 months, co-morbidities for the past 12 months, multiple utilization patterns, and lack of ambulatory care within the past six months, as applicable.

(5) Contractor shall move the FFS Client between clinical stratification and risk assessment levels when indicated by the FFS Client's needs. FFS Client's movement between acuity levels and the final determination of acuity levels shall be based upon the following:

(a) The completed initial assessment;

(b) The clinical stratification and risk assessment process; and

(c) The registered nurse or primary care manager's determination during subsequent telephonic or in-person interventions.

d. Immediate Care Coordination.

Contractor may prioritize FFS Clients for immediate Care Coordination services when one of the following occurs:

(1) FFS Client is determined to be at risk through the daily health stratification and risk assessment process.

(2) Intervention algorithms, healthcare follow-up, or health assessments are obtained through the NAL.

(3) Health assessments conducted by Contractor's Care Coordination program staff identify the need for immediate Care Coordination services.

(4) Healthcare facility or clinic and community-based outreach efforts by Contractor.

(5) Real-time referrals from OHA, healthcare providers, or other health entities, agencies, or members of the FFS Client's family.

e. Care Coordination Eligibility. Contractor shall verify the FFS Client's eligibility, benefit package, service provider status, and funded service coverage for Care Coordination services. Contractor will use the Medicaid Management

Information System (MMIS) to determine FFS Client's benefit package and coverage.

f. Care Coordination Initial Assessment.

(1) Contractor shall locate and attempt to contact all newly enrolled OHA FFS Clients. Contractor will outreach to high acuity (4-5) FFS Clients within 30 days after enrollment as a FFS Client and will outreach to moderate (1-3) acuity FFS Clients within 60 days after enrollment as a FFS Client.

(2) Contractor shall perform an initial assessment of all new FFS Clients identified by OHA within 90 days after the first successful attempt to contact the FFS Client. Contractor shall use the initial assessment to obtain an understanding of the FFS Client's risks, chronic conditions, or disease processes in order to develop individualized care management action plans, prioritize interventions, and plan Care Coordination follow-up. The FFS Client's initial assessment shall include:

(a) Diagnosis and medical history.

(b) The presence or absence of routine sources of care.

(c) Recent signs and symptoms associated with any identified chronic illnesses.

(d) Primary disease processes and co-morbidities.

(e) Current treating health professionals and medications.

(f) Any cultural factors about healthcare which influence access, receptivity, or service provider behavior.

(g) Risk for depression and substance abuse.

(3) Contractor shall provide health literacy assessments to measure the degree to which the FFS Client has the capacity to understand basic health information and services to make appropriate health decisions.

g. Contacts with Fee-for-Service Clients for Care Coordination.

(1) Contractor shall contact the FFS Client as frequently as required by the FFS Client's clinical and social service needs. Contractor shall ensure that frequency of contact and any interventions are prioritized regularly based on those needs and are aimed at the FFS Client's goal achievement and improved clinical outcomes.

(2) Prioritization of FFS Clients for in-person contact is based on claims, prior assessments, and other information available to Contractor that assists Contractor in determining the appropriate Care Coordination services.

(3) Initial contacts with the FFS Client for Care Coordination must be made by Contractor's care coordinator, a registered nurse or a primary care manager.

(4) Contractor shall, at each subsequent contact with the FFS Client, review assessments and assessed acuity level, diagnosis, and medical history and

update the FFS Client's information and plan-of-care as indicated during the contact. Updates to the FFS Client's clinical information shall include assessments for behavioral and mental health problems that are clinically relevant in the judgment of the registered nurse or the clinician.

(5) Contractor shall follow up based on clinical discretion. Contractor shall adjust the frequency of the registered nurse or primary care manager's support for FFS Client as the FFS Client progresses toward meeting the goals developed and stated in the FFS Client's individual plan-of-care.

h. Plan-of-Care.

(1) Contractor shall prepare a plan-of-care for each assessed and engaged FFS Client and schedule regular follow-up with a registered nurse or primary care manager as part of Contractor's Care Coordination and as based upon the FFS Client's specific healthcare needs. Each FFS Client plan-of-care will be stored on Contractor's operating system.

(2) Contractor shall prepare the plan-of-care after Contractor's initial assessment with each FFS Client. The plan-of-care must address identified areas of risk for the FFS Client and include goals established with the FFS Client. The plan-of-care must support the ability of the FFS Client to be safely and effectively maintained in the setting of their choice and at the most efficient and effective level of care. The FFS Client's plan-of-care must support the FFS Client's Patient Centered Primary Care Home (PCPCH) whenever possible.

(3) A FFS Client's plan-of-care must include ongoing assessments of the FFS Client's health and:

(a) Instruction and support of the FFS Client's ability to practice self-management skills.

(b) Instruction and assistance in securing supportive resources.

(c) Education, information, and referrals for tobacco cessation and avoidance of second-hand smoke.

(d) Screenings for depression, behavioral and mental health considerations, alcohol and substance abuse, dementia and other most common co-morbid conditions as part of the clinical assessment.

(e) Education and assistance with the reduction or elimination of barriers to care.

(f) Assessment of the FFS Client's medication knowledge and compliance.

(g) Assessment of the FFS Client's receptivity to healthcare provider communications and instructions to improve the FFS Client's dialog with those providers.

(h) Education and information on the use of medical resources, such as emergency room services and crisis centers in support of the FFS Client's PCPCH.

(i) Provision of information about advance directives and determination of the presence or absence of advance directives.

(j) Assessment of the FFS Client's understanding of his or her individualized plan-of-care.

i. Care Coordination interventions.

Contractor's Care Coordination services must provide interventions based upon an assessment of the FFS Client's healthcare needs. The interventions must be consistent with evidence-based practices, clinical guidelines, and recommended treatments for the FFS Client's disease status, and be specific to the FFS Client's acuity level and need. Contractor shall ensure the type, frequency, and intensity of interventions are based on the risk and acuity level established for the FFS Client by the Contractor.

(1) Care Coordination interventions include the following:

(a) Assistance with coordination of resources, including medical needs and ancillary services.

(b) Assistance with medical appointments and in locating transportation services.

(c) Adjustments in living arrangements.

(d) Coordination and assistance in maintaining healthcare services and activities of daily living.

(e) Assistance with discharge and post-discharge planning:

i. Discharge planning from inpatient to nursing facility or home-based or community living;

ii. Discharge planning from nursing facility to home-based or community living.

(f) Coordination of FFS Client's benefits for a period of time appropriate to and dependent upon diagnosis and needs.

(g) Communication with FFS Client, healthcare providers, healthcare facilities, OHA, DHS-APD, and family or care givers about treatment needs and development of plans-of-care.

(h) Facilitating communication with healthcare service and clinical providers to address primary healthcare issues, clinical or social services alerts; to identify gaps in service or care; and to increase utilization related to FFS Client's assessed and self-reported needs.

(i) Coordination of referrals to appropriate groups for support, activity, recreation, social services, legal and financial counseling, and respite care.

(j) Assistance with eliminating barriers to healthcare with the goal of improved self-sufficiency.

(k) Education on healthcare practices needed for self-improvement and maintaining independence that is culturally and linguistically appropriate.

(2) Contractor shall prioritize the type of interventions on an ongoing basis aimed at achievement of Care Coordination goals and improved health outcomes.

j. Contractor shall track and monitor the FFS Client's progress and clinical outcomes toward the Client's identified clinical outcome objectives and goals.

k. Contractor shall support FFS Client placement in a PCPCH and shall assist OHA in finding PCPCHs for FFS Clients. Contractor shall encourage and promote the benefits of a PCPCH for FFS Clients.

l. Contractor shall collaborate and coordinate:

(1) with the PCPCH care teams to provide interventions, assistance, consultation, transition, and discharge;

(2) with inpatient, outpatient, long term services and supports, emergency departments; and

(3) with other care plan activities to promote and support the FFS Client in the PCPCH environment.

m. Contractor shall support the use of, and refer the FFS Client to, chronic disease self-management community-based programs, tobacco cessation services, and appropriate evidence-based prevention screenings and procedures. Contractor shall ensure referrals are condition, age, and gender appropriate for the FFS Client.

n. Contractor shall provide appropriate FFS Client referrals and follow-ups with dental health providers.

o. Contractor shall assist OHA and DHS-APD in the determination of appropriate Care Coordination services for activities of daily living, occupational therapy, physical therapy, private duty nursing, medication management, and post discharge transition of care.

4. Comprehensive Care Coordination.

a. Contractor shall provide professional, comprehensive, Care Coordination management to OHA.

b. Contractor shall consult with OHA when requested and shall make recommendations on Care Coordination for FFS Clients.

c. Contractor shall evaluate and provide input on current Care Coordination practices and identify improvement opportunities to benefit FFS Clients.

d. Contractor shall collaborate with OHA and other OHA contractors to develop and facilitate opportunities to meet mutual Care Coordination goals.

5. Disease Management and Intensive Care Management Services.

a. General Provisions for Disease Management (DM) and Intensive Care Management (ICM).

(1) Contractor's coordination of DM and ICM shall:

(a) Integrate evolved and innovative person-centered coordinated care practices into a quality, comprehensive, delivery model.

(b) Focus on the FFS Client to meet Client's healthcare needs in a holistic and comprehensive approach.

(c) Take into account cultural, educational, social, mental, behavioral, and economic issues that affect the FFS Client's ability to manage their condition, illness, or disease.

(d) Connect FFS Clients to services that reduce the FFS Client's chances of catastrophic or severe illness or unnecessary utilization of costlier healthcare or levels of service.

(2) Contractor shall coordinate DM and ICM services for FFS Clients with complex health needs, as well as mental health, dental health, behavioral health, long-term service and support needs, and substance abuse issues.

(3) Contractor shall notify FFS Clients eligible for participation in DM or ICM of their potential enrollment in Contractor's Program as described in Section 9 Enrollment.

b. DM and ICM Stratification Process.

(1) Contractor's DM and ICM services shall be provided to FFS Clients who are identified as high risk, high acuity through the Contractor's health stratification and risk assessment processes.

(2) Stratification for DM and ICM services must be based on the Chronic Disease and Illness Payment System (CDPS) which assigns FFS Clients to unique, mutually-exclusive morbidity categories based on patterns of disease and expected healthcare resource requirements.

(3) Contractor will stratify or affirm FFS Clients' acuity stratification monthly.

c. DM and ICM Assessments.

Contractor's DM and ICM assessments specific to FFS Clients in high acuity, high risk may include the following:

(1) Review of waiver program benefits to determine the appropriateness of healthcare services.

(2) A transition of care assessment and medication management when indicated.

(3) An assessment of the understanding by the FFS Client and the Client's healthcare provider of the key elements of the necessary interventions and approach to care.

d. DM and ICM interventions.

Contractor shall provide face-to-face or in-person DM or ICM interventions to high risk, high acuity FFS Clients in the FFS Client's residence when:

(1) The registered nurse or primary care manager determines that the FFS Client cannot be effectively managed telephonically, or

(2) The registered nurse or primary care manager determines that the FFS Client's residence is the only environment DM or ICM interventions could be effectively provided; or

(3) Contractor is unable to utilize local, community, public health resources; or

(4) No other State funded registered nurse home-based care is being provided; or

(5) When directed by OHA or DHS-APD.

An exception may be made to providing face-to-face, in-person interventions in the FFS Client's residence when there is an imminent risk or threat to the safety of the FFS Client or the Program staff.

e. Disease Management Eligibility.

FFS Clients are eligible to receive Contractor's DM services when OHA eligibility criteria are met and through at least one of the following:

(1) The FFS Client's monthly health stratification and risk assessment process.

(2) The intervention algorithms, follow-up contacts, or assessments obtained through a NAL contact.

(3) The health assessments conducted by Contractor's healthcare staff.

(4) Contractor's outreach activities with healthcare facilities or clinic and community-based programs.

(5) Referrals to Contractor from OHA, healthcare providers, other healthcare entities or agencies, or the FFS Client's family members.

f. Disease Management.

(1) Contractor must stratify the FFS Client receiving DM services into one of three risk acuity levels: high (4-5), moderate (1-3) or low (0).

(2) Contractor shall ensure that the FFS Client accessing the DM services through the Contractor's Program is accurately identified as high, moderate or low acuity, as defined by the Chronic Disease and Illness Payment System (CDPS) stratification criteria.

g. Intensive Care Management Eligibility.

FFS Clients are eligible to receive Contractor's ICM services when OHA eligibility criteria are met and through at least one of the following:

(1) The FFS Client's monthly health stratification and risk assessment process.

(2) The intervention algorithms, follow-up contacts, or assessments obtained through a NAL contact.

(3) The health assessments conducted by Contractor's healthcare staff.

(4) Contractor's outreach activities with healthcare facilities or clinic and community-based programs.

(5) Referrals to Contractor from OHA, healthcare providers, other healthcare entities or agencies, or the FFS Client's family members.

h. Intensive Care Management.

(1) Contractor shall coordinate ICM services for FFS Clients including intervention services, physical and oral health services, behavioral health services, and children and youth services.

(2) Contractor shall coordinate with OHA and DHS-APD and affiliated agencies to increase awareness and utilization of existing ICM resources that would be beneficial to FFS Clients.

(3) Contractor shall coordinate with other community healthcare providers, including home health, cardiac rehabilitation, physical therapy, psychiatric clinicians, and other medically related support services, to assist FFS Clients receiving ICM services to meet goals set in the FFS Client's plan-of-care.

(4) Contractor shall provide ICM services in the FFS Client's home or community as appropriate for the FFS Client.

(5) Contractor shall provide ICM services to FFS Clients identified as having immediate or emergent acute care or transition needs, frequent emergency department utilization or hospitalization, or co-morbid conditions that require complex medical care management services, to assist the FFS Client to cope with their acute condition.

(6) Contractor shall transition the FFS Client, who was previously in lower risk, lower acuity Care Coordination program, from the Contractor's ICM program back to the FFS Client's registered nurse or primary care manager for continued support.

i. DM and ICM Outcomes.

Contractor's program for DM and ICM shall make reasonable best efforts to:

(1) Reduce per Client healthcare costs and long term care and support costs by:

(a) Reducing hospitalization of ambulatory care sensitive conditions.

(b) Reducing non-emergent utilization of emergency departments.

(c) Reducing tobacco and chemical dependency.

(d) Reducing the number of under-immunized children and adults.

(e) Enhancing, supporting, and incorporating self-management skills and healthy lifestyles.

(2) Reduce barriers to care from both the FFS Client's and healthcare provider's perspective.

(3) Reduce need for long term skilled nursing facilities from forecasted projections.

(4) Increase in-home residency from forecasted projections.

(5) Maintain or improve health functioning of long-term services and support recipients.

(6) Maintain or improve health functioning of long-term psychiatric care recipients.

j. Contractor shall work collaboratively with OHA's Pharmacy Clinical Services Contractor to synergistically monitor pharmacy utilization and improve compliance, thus improving health outcomes.

k. Contractor shall work with OHA staff to identify subpopulations that require interventions targeted to reduce disparities and improve health outcomes or improve access to services. This includes access monitoring plans and consultation and reporting to advise OHA and provide recommendations on how to solve issues identified.

6. Nurse Triage and Healthcare Advice Line.

a. General Provisions for the Nurse Triage and Healthcare Advice Line (NAL).

(1) Contractor's NAL services must include:

(a) Evidence-based resolution algorithms,

(b) Decision support,

(c) Language translation or interpreter services,

(d) Culturally sensitive triage and healthcare advice,

(e) Remote 911 report and hold capability,

(f) Screening for FFS Client eligibility and insurance plan or CCO enrollment, and

(g) Point-in-time direct call transfers.

(2) Contractor's NAL services shall not discriminate between FFS Clients or vary its NAL services for those FFS Clients receiving specific Care

Coordination, Disease Management, or Intensive Care Management services.

b. Contractor shall provide the NAL for all FFS Clients. Contractor's NAL shall be a toll-free number that is available 24 hours per day, seven days per week, including holidays, and 365 days per calendar year.

(1) The Contractor's Oregon NAL hours of operation shall be 8:00 a.m. to 5:00 p.m. Pacific Time.

(2) The Contractor's alternative NAL hours of operation shall be 5:00 p.m. to 8:00 a.m. Pacific Time.

c. Contractor's personnel who answer triage and healthcare calls and manage clinical triage services shall be registered nurses or disease management coordinators with the same availability schedule as subsection b above. All clinical triage services must be managed by a registered nurse. The registered nurses or disease management coordinators who staff the NAL will answer all calls and ascertain the FFS Client's symptoms or condition and will follow approved triage algorithms when transferring and assigning the call.

d. Contractor shall have protocols to direct FFS Clients accessing the NAL for triage services and healthcare advice to the most appropriate level of service and type of care required for the FFS Client's symptoms or condition.

e. Contractor shall ensure that FFS Clients are transitioned to and followed by Contractor's Care Coordination staff resources to manage the FFS Client's healthcare. FFS Clients receiving DM or ICM services will be referred to and followed by Program staff previously assigned to the FFS Client.

f. Contractor shall have procedures for FFS Client follow-up to NAL services. Contractor's procedures must provide follow up Care Coordination services by Contractor's staff within 72 hours of the initial NAL contact and interaction with the FFS Client. Contractor shall follow the referred or transferred FFS Client and shall maintain documentation of the result of the referral or transfer to indicate the progression to Care Coordination, Disease Management, or Intensive Care Management.

g. Contractor shall immediately contact the local police, fire, or medical rescue agency (911) to alert authorities when, in the opinion of the Contractor's NAL staff, there is a suspicion of domestic violence, elder abuse, or other abuse or emergent situations requiring emergency response.

h. Contractor shall have Process Improvement or Quality Control measures to demonstrate caller satisfaction with the NAL services as described in Section 12 Evaluation; Quality Control; and Process Improvement.

i. Contractor shall require any approved Subcontractors who are providing NAL services to adhere to the same standards as required of Contractor. Contractor shall obtain OHA approval of all subcontracted NAL services pursuant to Exhibit B paragraph 18. Contractor shall be responsible to monitor the Subcontractor's

service levels for compliance to the standards established by OHA and Contractor.

j. Contractor's NAL services shall include educational information as appropriate for telephonic services and referrals to available sources of healthcare education and instruction.

k. Contractor shall prepare written monthly reports of all NAL interactions as described in Section 13 Data, Records, and Reports.

7. Independent and Qualified Agent Services.

Based upon the standards defined in this Contract, Contractor shall perform the duties of the Independent and Qualified Agent (IQA) for 1915(i) HCBS services provided to members receiving fee-for-service home based habilitation, home and community based behavioral habilitation, and home and community based psychosocial rehabilitation for individuals with chronic mental illness that are billed under the Medicaid optional 1915 (i) State Plan Home and Community Based Services benefit.

The parties agree to a phased implementation schedule for the IQA 1915(i) HCBS services. Effective dates for implementation are provided below.

a. General Provisions for the Independent and Qualified Agent Services.

(1) Contractor shall perform the duties of an IQA for the independent and unbiased review of 1915(i) HCBS services provided to OHP members receiving fee-for-service home based habilitation, home and community based behavioral habilitation, and home and community based psychosocial rehabilitation for individuals with chronic mental illness.

(2) Contractor shall ensure the Work is performed by an individual whose credentials meet the requirements for a Qualified Mental Health Professional as defined in OAR 410-172-0600.

b. Eligibility Determination services shall be effective July 1, 2016.

Contractor shall conduct an evaluation or re-evaluation to determine if a recipient of 1915(i) HCBS services is eligible for the services based on the diagnostic and needs-based criteria defined in Oregon's 1915(i) State Plan Amendment. For purposes of this Work, recipient is an OHP member receiving home or community-based services whether they are FFS Clients, or are enrolled in a CCO and are also receiving FFS services ("Recipient").

(1) Contractor shall receive requests for eligibility determinations ("Referrals") for individuals who are potentially eligible for 1915(i) HCBS services from a referrer. Contractor shall provide technical assistance to the referrer about the eligibility determination process.

(2) Contractor shall develop an electronic database to track the receipt, content, and outcome of the Referral. Contractor shall electronically archive the Referrals and the clinical documentation accompanying each request. Contractor shall provide OHA access to the archived documentation.

(3) Contractor shall develop a website for use by individuals and providers seeking information on making a Referral or getting 1915(i) HCBS services. Contractor shall include relevant information, links, forms and contact information. OHA shall have the right to review and approve content of the website and to retain ownership upon expiration or termination of this Contract.

(4) Contractor shall develop communication materials that describe the Referral, eligibility determination, and independent assessment processes.

(5) Contractor shall determine whether the Recipient meets the following eligibility requirements:

(a) Have been diagnosed with a chronic mental illness as defined in ORS 426.495; and

(b) Have an assessed need consistent with the current or proposed level of care, due to a chronic mental illness.

(6) Contractor shall assess the Recipient's support needs through a review of the clinical documentation provided by the referrer, including:

(a) A behavioral health assessment meeting the requirements of OAR 309-019-0135 that has been developed within the last 12 months prior to submission and is signed by a Qualified Mental Health Professional.

(b) A treatment plan or plan of care, meeting the requirements in OAR 309-019-0140, that has been developed within the last 12 months of the eligibility determination and is signed by a Qualified Mental Health Professional.

(c) Recent progress notes supporting need for the 1915(i) HCBS services.

(d) Any additional clinical information supporting medical justification for the 1915(i) HCBS services requested.

(7) Contractor shall complete the eligibility determination review within three business days of receiving the Referral. Contractor shall complete urgent requests for an eligibility determination within 48 hours of receiving the completed Referral.

(8) Contractor shall provide written notification of the eligibility determination outcome to the referrer within three business days of a decision. If not eligible, Contractor shall provide an explanation of the decision and information on how to request reconsideration or to appeal the decision. Contractor shall include instructions on next steps.

(9) Contractor shall conduct eligibility redeterminations at least every 12 months for each Recipient using the standards defined in this Contract.

(10) Contractor shall conclude eligibility redeterminations within three business days of any request for redetermination.

(11) Contractor shall conduct internal quality and process reviews of eligibility determinations to ensure the level of scrutiny is consistent and monitored; including review of the original determination and any redeterminations using new information provided by the referrer.

(12) Contractor shall refer requests for appeal of the eligibility determination to OHA. OHA manages the appeal process and notifies the requester of the outcome of the appeal. OHA has the final determination of eligibility under the appeal process described in Oregon Administrative Rule.

(13) Contractor shall collect and report data for the 1915(i) quality assurance report. Data must be reported quarterly and shall include:

(a) Total number of evaluations conducted during the quarter.
(b) Total number of evaluations that meet HCBS eligibility criteria during the quarter.
(c) Total number of evaluations that were appealed.
(d) Total number of participants due for an annual redetermination.
(e) Total number of service plans that were adequate and appropriate to assessed need.
(f) Total number of service plans that address participants' personal goals,
(g) Total number of service plans that meet requirements of appropriate staff.
(h) Total number of service plans that reflect involvement of participant.
(i) Total number of service plans that include measurable and observable intended outcomes.
(j) Total number of service plans that were reviewed and revised based on changing needs.
(k) Total number of service plans that were revised within 12 months of their last evaluation when services continued for more than 12 months.
(l) Percent of participants records who received the type, scope, amount, duration and frequency of services specified in the service plan.
(m) Total number of records reviewed that demonstrated participant involvement in service plan development.

c. Medical Appropriateness Review services shall be effective July 1, 2016.

Contractor shall conduct Medical Appropriateness Reviews to ensure the level of care and the type of service provided to Recipients of fee-for-service behavioral health services, 1915(i) HCBS services and secure residential treatments are medically appropriate.

(1) Quality Assurance. Contractor shall complete a quality assurance review on each service authorization request to ensure the required documentation has been submitted and the documentation meets or exceeds requirements

defined in OAR 410-172-0610 OAR 410-172-0650 and OAR 410-172-0720.

(2) Utilization Reviews. Contractor's qualified mental health professional will complete a clinical review using the standards for medical appropriateness as defined in OAR 410-172-0630.

(a) For rehabilitative mental health services, a utilization review will be completed by a qualified mental health professional based on the standards defined in 410-172-0650.

(b) For residential treatment, a utilization review will be completed by a qualified mental health professional based on the standards for prior authorization and reauthorization as defined in 410-172-0720.

(3) Contractor's utilization management shall prioritize review of services as follows:

(a) High cost services utilizing rates not included on the fee schedule;
(b) Services provided in secure residential treatment programs;
(c) Services with high utilization and low access for other members;
(d) Services associated with a high number of grievances or complaints;
(e) Services of the same type, intensity and frequency provided to members for 360 days or more without a break in service.

(4) Standards for Medical Appropriateness Reviews. Contractor shall complete the Medical Appropriateness Reviews based on the following standards.

(a) Standard 1: Receipt and Tracking of Prior Authorization Request.

A qualified professional will receive prior authorization requests by checking the fax, mail and e-mail daily. On a prior authorization request is received, the authorization is:

i. Date stamped,
ii. Logged into the authorization request database, and
iii. Organized in the following order (when included in request): Cover sheet on top (OHA 8060 or 8069); LSI; LOCUS; Assessment; Treatment Plan; and Progress Notes.

Once complete, the prior authorization request is electronically archived and labeled.

(b) Standard 2: Quality Assurance Review.

Upon receipt of a prior authorization request, a qualified mental health professional will review the documentation for completeness. A complete prior authorization will include:

i. A cover sheet (OHA 8060 or OHA 8069) completed fully and accurately and signed by an authorized representative of the agency.

ii. A behavioral health assessment and service plan meeting the requirements described in OAR 309-019-0135 through 309-019-0140 completed and dated within one year of the authorization request and signed by a QMHP or higher.

iii. A Level of Care Utilization System completed within 180 days of the request.

iv. A Level of Service Inventory completed within 30 days of the request.

v. Additional supporting clinical information supporting medical justification for the services requested.

vi. If the request is incomplete or the documentation does not meet the standards defined in rule, reviewer will contact the requestor and request the missing or incomplete documentation.

vii. The reviewer will contact the requestor either by phone, email or mail.

viii. The requestor has 10 business days to respond with requested information or reviewer will consider the request cancelled and destroy the request.

ix. This process should be completed with 10 business days of receiving the request.

x. Once complete, the request is given to the utilization reviewer.

(c) Standard 3: Utilization Review.

Upon completion of a quality assurance review, a qualified mental health professional will review the request for the following:

i. Medical Appropriateness:

A. Rendered by a provider whose training, credentials, or license is appropriate to treat the identified condition and deliver the service;

B. Based on the standards of evidence-based practice, and the services provided are appropriate and consistent with the diagnosis identified in the behavioral health assessment;

C. Provided in accordance with an individualized service plan and appropriate to achieve the specific and measurable goals identified in the service plan;

D. Not provided solely for the convenience of the Recipient, the Recipient's family, or the provider of the services or supplies;

E. Not provided solely for recreational purposes;

F. Not provided solely for research and data collection;

G. Not provided solely for the purpose of fulfilling a legal requirement placed on the Recipient.

ii. For residential services, the request will be reviewed for the following:

A. The appropriateness of the recommended length of stay;

B. The appropriateness of the recommended plan of care;

C. The appropriateness of the licensed setting selected for service delivery;

D. A level of care determination was appropriately documented.

iii. Re-authorization of services will be based on the Recipient continuing to meet all basic elements of medical appropriateness and one of the following criteria is met:

A. Documentation that the treatment provided is resulting in measurable clinical outcomes but that the Recipient is not sufficiently stabilized or yet developed the skills necessary to support transition to a less restrictive level of care;

B. The Recipient has developed new or worsening symptoms or behaviors that require continued stay in the current level of care;

C. Requests for re-authorization based on these criteria shall include documentation of ongoing re-assessment and necessary modification to the current treatment plan or residential plan of care.

This process should be completed with 10 business days of receiving request. Once complete, the completed review is given to the MMIS technical staff.

(d) Standard 4: Service Authorization entry into MMIS.

i. Completed requests are entered into either the plan-of-care or the prior authorization panel using the instructions in the appropriate OHA desk manual.

ii. Authorizations are entered as indicated on the OHA 8060 or OHA 8069.

iii. Denials are entered into MMIS using the corresponding denial code provided to Contractor.

iv. Contractor shall enter MMIS service authorizations accurately with less than a 5% rate of error.

v. All authorizations or denials will result in a service authorization notice being issued to the provider through MMIS.

vi. . All authorizations or denials will result in a notice of appeal rights being sent to the member via the MMIS.

(5) For each Medical Appropriateness Review invoiced to OHA, there must be an MMIS service authorization or denial entered accurately into MMIS. Accuracy is measured by the provider's ability to successfully submit a claim for rendering authorized services. OHA will not issue payment for these services until this condition is met.

d. Conflict Free Case Management services shall be effective October 1, 2016.

(1) Contractor shall provide conflict free case management for the following member populations:

(a) Medicaid eligible individuals who are fee-for-service and who need assistance accessing behavioral health services.

(b) Individuals residing at Oregon State Hospital (OSH) who have been determined as ready to transition.

(c) Fee-for-service members who are currently residing in an OHA funded licensed level of care and have been determined to no longer need that setting in order to receive services and supports.

(2) Contractor shall perform the functions of conflict free case management for the following purposes:

(a) Service and Support Planning. Contractor shall engage in processes that lead to a service or support plan. Under CMS rules, these processes must be consistent with the person-centered approach and must include an independent needs assessment resulting in a documented plan of care. The plans-of-care for individuals residing at Oregon State Hospital, who have been determined as ready to transition, shall be referred to as the hospital-to-community transition plans and must include a level of care recommendation. The plans-of-care for fee-for-service members, who are currently residing in an OHA funded licensed level of care and have been determined to no longer need that setting in order to receive services and supports, shall be referred to as the community transition plan.

(b) Monitoring. Contractor shall engage in processes for ensuring that services are delivered in according to guidance included in the support plan (hospital-to-community transition plan or community transition plan). Activities may include coordinating services, monitoring the quality of services, monitoring the participant, and reporting compliance of contracted entities responsible for implementing the support plan.

(c) Supporting services to be provided in the most integrated setting appropriate to the needs of the individual.

(d) For member populations residing at the Oregon State Hospital, or in secure residential treatment programs, Contractor shall achieve the performance metrics described in Exhibit F, Attachment 4 – IQA Rates and Metric and Performance Tables.

(3) Standard for Completed Work. For each person transitioned from OSH or a licensed level of care, a hospital-to-community transition plan or a community transition plan, in the form of a written person-centered services and supports plan, will be developed by the Contractor.

(4) The plan-of-care will be provided to the contracted community entity responsible for the coordination of care for the person prior to transition, considerate of the time necessary to implement the plan.

(5) Contractor's transition plans may include referral to licensed levels of care, recommendations for non-Medicaid services and supports, or the need for specialized services or funding.

(6) Contractor shall coordinate the implementation of the plan-of-care for individuals who do not have support or assistance from a community organization.

(7) Contractor shall provide technical assistance, monitoring and reporting to OHA regarding hospital-to-community transition plan implementation and outcomes.

e. Standards for Person-centered Planning services shall be implemented as required to serve the Recipients.

(1) Contractor shall develop a person-centered plan of care that reflects the services and supports, and the delivery of such services and supports, which are important to the Recipient. Recipient directs the process to the maximum extent possible and is enabled to make informed choices and decisions. Persons chosen by the Recipient are included in the planning.

(2) Contractor shall provide necessary information in plain language in a manner accessible to individuals with disabilities and persons whose English proficiency is limited. Cultural factors must be considered.

(3) Contractor shall prepare the written plan of care commensurate with the Recipient's level of need and the scope of the services and supports available that reflects the Recipient's strengths and preferences and includes individually identified goals and desired outcomes.

(4) Contractor shall describe any clinical and support needs identified through a functional needs assessment and indicate the paid and unpaid services and supports and the providers responsible for implementation.

(5) Contractor shall include risk factors and measures to minimize the risk factors, such as individualized backup plans and strategies.

(6) Contractor shall document and justify any modification that supports a specific and individualized assessed need.

(7) Contractor shall ensure staff conducting the independent assessments are trained in the use of standardized assessment tools selected by OHA. OHA has designated the use of the Level of Care Utilization System (LOCUS) and the Level of Service Inventory (LSI) for residential treatment to fulfill the requirements for independent assessment tools.

f. Treatment Episode Monitoring shall be implemented as required to serve the Recipients.

(1) Contractor will conduct self-defined periodic review of approved services to determine the authorized service is provided in accordance with applicable Oregon Administrative Rules and the service meets the criteria for quality and medical appropriateness.

(2) Contractor shall determine type and frequency of review based on the type of service and authorization parameters. Reviews shall be conducted through onsite visit, face to face interview of Recipient or provider, document review, clinical documentation review or data analysis.

(3) Treatment episode monitoring may include administration or review of the Level of Care Utilization System and / or the Level of Service Inventory or other assessment or tool determined by Contractor.

(4) For each treatment episode monitoring service invoiced to OHA, Contractor shall provide OHA a treatment episode monitoring detail report describing the reason for the review, the type of review, and the outcome of the review. OHA will not issue payment for these services until this condition is met.

g. Census Reporting shall be effective October 1, 2016.

Contractor shall develop and provide an ongoing accessible report containing information about fee-for-service members currently in a licensed level of care, including:

(1) Member name,
(2) Member Medicaid number,
(3) Member age,
(4) Primary diagnosis,
(5) County of responsibility,
(6) Referral source, such as OSH, acute care, post-acute intermediate treatment, licensed care, or the community,
(7) Managed care enrollment status (Enrolled or FFS),
(8) Level of care (AFH, RTF etc.),
(9) First or previous LOCUS / LSI, or Contractor determined assessment score,
(10) Second or previous LOCUS / LSI, or Contractor determined assessment score,
(11) Current LOCUS / LSI, or contractor determined assessment score,

(12) Name of current provider,
(13) Date of admission,
(14) Length of stay for current treatment episode,
(15) Whether i-plan eligible (Y/N), and
(16) Expiration of i-plan eligibility.

OHA must be able to access a report containing the required information listed above. The information will be accurate to the information provided to Contractor. OHA will not issue payment for these services until this condition is met.

h. The Independent and Qualified Agency rates and metrics and performance expectations are contained in Exhibit F, Attachment 4 – IQA Rates and Metric and Performance Tables.

8. Outreach and Engagement.

a. Contractor shall contact all new high risk, high acuity and moderate risk, moderate acuity FFS Clients within 30 calendar days of receipt of the monthly claims data from OHA. This 30-day outreach requirement must include FFS Clients who stratify as acuity levels of four or five.

b. Contractor shall contact all new FFS Clients with lower risk and acuity within 60 calendar days of receipt of the monthly claims data from OHA. This 60-day outreach requirement must include FFS Clients who stratify as acuity levels of one, two, or three.

c. Contractor shall document, in Contractor's FFS Client Management System, new FFS Clients, who have been successfully contacted by the Contractor and who consent to participate in the Program and to receive Program services. A successful contact, or engagement, may be accomplished when the Contractor makes telephone contact with the FFS Client and the FFS Client orally agrees to receive Program services.

d. Contractor shall attempt to contact the FFS Client by telephone on three separate days and times over the applicable 30-day or 60-day required period as described in subsections a. and b. above. If the three telephone attempts are unsuccessful, Contractor shall attempt to engage the FFS Client using alternative outreach methods, such as mailing a request for the FFS Client to contact Contractor, or contacting the FFS Client in person or face-to-face.

e. Contractor shall have a process to document its attempts to contact the FFS Client, any follow-up attempts, and the results of the attempts. Contractor shall use this documentation to determine the most successful methods to engage FFS Clients and to recommend changes to OHA.

f. Contractor shall not make further attempts to engage a FFS Client:

(1) Who fails to respond to the telephone and other contact attempts as described in subsection d. above.

(2) Whose mail is returned "unable to deliver" with no forwarding information.

(3) Who does not meet the criteria for an acuity score as determined by Contractor's health stratification and risk assessment processes.

(4) Who has opted-out of the Contractor's Program for Care Coordination and other services.

(5) Who, when contacted, is determined to be not eligible for Contractor's Program.

g. Notwithstanding subsection f. above, Contractor shall attempt to locate and engage FFS Clients in person in healthcare provider offices, clinics, hospitals, or other community locations:

(1) When the Program eligible FFS Client remains within the high risk, high acuity level or at risk for utilization for greater than 90 calendar days and has failed to respond to other contact attempts.

(2) When the Program eligible FFS Client remains within the high risk, high acuity level or at risk for utilization for greater than 90 days and has no active telephone number on file.

h. Contractor shall suspend FFS Clients from its client engagement process when all attempts to contact and locate the FFS Client as described in this Section have been unsuccessful. Contractor shall document in its FFS Client Management System those FFS Clients suspended from its client engagement process. Contractor shall continue to provide NAL services to FFS Clients who have been suspended from its client engagement process. Contractor shall not deny FFS Clients future enrollment in the Program due to a suspension of the engagement process.

i. FFS Clients may opt-out of the Contractor's Program during the engagement process. FFS Clients who opt-out of the Program and remain on OHP fee-for-service status may receive Oregon Health Plan Care Coordination (OHPCC) services at any time.

j. Outreach Communications.

Contractor shall ensure all outreach communications with FFS Clients:

(1) Are culturally and linguistically appropriate;

(2) Are provided in a manner or format easily understood by FFS Client;

(3) Indicate the toll-free telephone number for Contractor's Program of healthcare services; and

(4) Include the Contractor's Program name, contact information, and web-site address.

k. Outreach for Program Enrolled FFS Clients.

(1) Initial Outreach Package.

(a) Contractor shall provide an initiation or initial welcome outreach package to all FFS Clients newly enrolled in Contractor's Program. Contractor's outreach package must, at a minimum:

i. Include information about the FFS Client's enrollment in the Program.

ii. Inform the FFS Client that enrollment is part of the Client's Medicaid benefit and that the Program is provided at no cost to Client.

iii. Introduce the Program services available to the FFS Client.

iv. Include information about Care Coordination, Disease Management and Intensive Care Management, and the NAL.

v. Include a copy of the Client's Rights and Responsibilities as described in Exhibit F of this Contract.

vi. Notify the FFS Client that participation in the Program is by choice and that the FFS Client retains the right to opt out of the Program at any time.

(b) Contractor will provide the initial welcome outreach package to the Program enrolled Clients within 30 calendar days of the FFS Client's agreement to participate in the Program.

(c) Contractor shall have a procedure for processing any returned initial welcome outreach packages because they are undeliverable, including follow-up with the FFS Client in order to determine if the package can be resent.

(2) Contractor shall include ongoing education and instruction in its outreach to FFS Clients. Contractor's education and instruction shall include the following topics:

(a) Self-care skills and assistance with securing supportive resources.

(b) Education and coaching on tobacco cessation and avoidance of second hand smoke.

(c) Education and assistance on the elimination of barriers to care.

(d) Education and coaching on the use of medical and community resources, in support of a PCPCH and the FFS Client's health conditions.

(e) Education and coaching about medication management.

l. Contractor shall schedule regular visits to high volume or high utilization Medicaid fee-for-service hospitals and emergency departments and federally qualified health centers, with a goal of minimizing inappropriate FFS Client visits and reducing both admissions for the same condition and lengths of stays.

m. Contractor shall work with healthcare providers, stakeholder groups, OHA and DHS-APD to promote participation and enrollment in Contractor's Program and to maximize knowledge and utilization of existing resources.

(1) Contractor shall establish working relationships, partnerships, or collaborations with other OHA divisions, other State agencies, and profit and non-profit organizations as these relationships, partnerships, or collaborations relate to FFS Clients.

(2) Contractor shall support the activities of other OHA divisions, other State agencies, and profit and non-profit organizations as the activities relate to FFS Clients.

(3) Contractor shall incorporate into its Program access or referral to, or utilization of, existing resources available from other OHA divisions, State agencies, or profit and non-profit organizations when appropriate to the Program and to the benefit of FFS Clients.

(4) Contractor shall facilitate communication to address primary healthcare issues, clinical or social services alerts, identified gaps in care, and increased utilization related to FFS Clients' assessed and self-reported needs.

(5) In collaboration with OHA, Contractor shall utilize OHA's Pharmacy Clinical Services contractor for consultation in the areas of Drug Use Review, Preferred Drug List development and maintenance, drug use policy and evaluation of drug therapy.

n. Contractor shall maintain a Clinical Advisory Committee (CAC). The purpose of the CAC is to establish an ongoing positive relationship with the healthcare community and to maintain a consistently high-level of communication with stakeholders. The CAC shall consist of key stakeholders, chosen by Contractor and approved by OHA, that meets twice per calendar year, or as mutually agreed upon by the Contractor and OHA. OHA shall provide a representative for the CAC who shall participate as a stakeholder on the committee.

9. Enrollment.

a. FFS Clients enrolled in the OHP, who are included within the eligibility files received by Contractor from OHA, are eligible for enrollment in the Contractor's Program and for Contractor's services. Clients may enroll in Contractor's Program either by telephone or mail correspondence or in person agreement as described in this Contract. Participation in the Contractor's Program will not affect the FFS Client's OHP benefit plan. Program eligible Clients, who choose not to participate at the time of initial contact by the Contractor, will remain eligible to participate, as defined in this Contract, at any future time.

b. Enrollment in the Contractor's Program by the FFS Client is voluntary. Contractor shall permit FFS Clients to opt-out of the Program at any time.

c. FFS Clients have the right to change their assigned registered nurse or primary care manager. A Program enrolled Client may change their assigned registered nurse or primary care manager using an oral or written request submitted to the FFS Client's current registered nurse or primary care manager, an OHA or DHS-APD supervisor.

d. Contractor may assign a new registered nurse or primary care manager to a FFS Client when there is a change in the FFS Client's acuity level. Generally, registered nurses or primary care managers based in the community will manage care for the higher acuity FFS Clients while lower acuity FFS Clients can be managed telephonically by a disease management coordinator.

e. Contractor shall not remove a Program enrolled Client from the Program based upon a negative change in the FFS Client's health status, utilization of medical services, or diminished mental capacity.

f. Contractor shall not remove a FFS Client from the Program due to uncooperative or disruptive behavior resulting from the FFS Client's special needs, except when that FFS Client's behavior and continued enrollment in the Program impairs the ability or safety of Contractor to provide services to the FFS Client. Contractor's removal of a FFS Client from the Program under these circumstances shall be immediately communicated to the OHA OHPCC Contract Administrator.

g. Contractor shall notify the FFS Client's primary care provider of the Client's enrollment in the Program.

h. It is understood by the parties to this Contract that at the time of the Effective Date of this Contract, OHA is in discussions with tribal representatives with respect to the provision of Care Coordination services to American Indian/Alaskan Native (AI/AN) FFS Clients. It is further understood and agreed to by the parties that at the conclusion of those discussions, OHA may, in its sole discretion, amend this Contract to exclude AI/AN FFS Clients from Contractor's services as specified by OHA. OHA reserves the right to: 1) require Contractor's continued provision of services to those AI/AN FFS Clients currently enrolled with Contractor as of the Effective Date of this Contract, if such Clients elect to continue to receive services from Contractor; and 2) close Contractor's enrollment of AI/AN FFS Clients as of a date to be specified by OHA. OHA further reserves the right to require Contractor's performance of IQA services, as set forth in Section 7 above, for all, or a portion of AI/AN FFS Clients, as specified by OHA. It is agreed by the parties that Contractor shall not be entitled to a per member per month fee for Care Coordination services for such AI/AN FFS Clients excluded from, or who elect not to receive Contractor's services. Contractor expressly agrees to execute an amendment to this Contract to implement this subparagraph h. consistent with the spirit and intent of those tribal discussions and to cooperate in the transition of services for AI/AN FFS Clients.

10. Disenrollment.

a. Contractor shall discontinue efforts to contact or locate Program eligible Clients when the attempts have failed, as described in Section 9 Enrollment. FFS Clients not enrolled in Contractor's Program services will continue to receive the benefits of the Contractor's NAL and may be contacted by Contractor at a later date for possible enrollment in the Program.

b. Contractor may disenroll a FFS Client from the Contractor's Program when the FFS Client moves out of Oregon.

c. Contractor shall not disenroll a FFS Client due to uncooperative or disruptive behavior resulting from his or her special needs, except when that FFS Client's behavior and continued enrollment in the Program impairs the ability or safety of Contractor to provide the Program services to the FFS Client.

d. Contractor shall immediately communicate to the OHA OHPCC Contract Administrator when Contractor disenrolls a FFS Client. Contractor's disenrollment decision is subject to OHA review upon Client's request. Regardless of the procedures followed, the effective date of an approved disenrollment must be no later than the first day of the second month following the month in which Contractor notified OHA.

e. Contractor shall advise the disenrolled FFS Client of Client's rights to appeal disenrollment from Contractor's Program to OHA.

11. Marketing and Communications.

a. General Provisions.

(1) All forms of Contractor's communications must meet the language requirements identified in this Section and be culturally and linguistically sensitive to FFS Clients with disabilities or reading limitations, including FFS Clients whose primary language is not English.

(2) OHA and DHS-APD shall approve, prior to distribution, any communication related to outreach, health promotion, and health education produced by Contractor, or Subcontractors, that is intended solely for FFS Clients and pertains to the Program services and benefits.

(3) OHA and DHS-APD will provide Contractor with the current logo or signature for a specific communication only when OHA, DHS-APD, and Contractor have determined the logo or signature is necessary for a particular document produced by Contractor for Program marketing and communications. OHA and DHS-APD will notify Contractor when there are changes to the logos.

(4) Contractor shall address any health literacy issues by preparing the communications at a 6th grade reading level, incorporating graphics when appropriate, using a 12-point font or larger, and utilizing alternate formats.

(5) Contractor shall make communications available in alternate formats for presentation to FFS Clients with disabilities. Standard alternate formats include Braille, large (18-point) print, audio narration, oral presentation, and electronic file along with other aids and services for other disabilities, including sign language interpretation and sighted guide.

(6) Contractor shall consult with OHA's Office of Equity and Inclusion for information on communication methods that are culturally specific and culturally competent.

b. Written Communications.

(1) Contractor shall develop the following written communications as needed to assist FFS Clients in understanding the requirements and benefits of the Program:

(a) Marketing brochures, pamphlets, newsletters, posters and fliers,

(b) Educational or instructional materials,

(c) Enrollment notices, and

(d) Informational materials.

(2) Contractor shall accommodate requests from OHA to translate written communications into the prevalent non-English language for the FFS Client.

(3) Contractor shall notify FFS Clients that written communication is available in alternate formats and how to access those formats.

(4) Contractor shall obtain OHA and DHS-APD approval to any changes in written communication to FFS Clients at least 30 calendar days prior to the effective date of the change.

c. Electronic Media.

(1) Contractor shall electronically provide to OHA for approval each version of the printed outreach package described in Section 8 Outreach and Engagement.

(2) At least 30 calendar days prior to use, Contractor shall provide to OHA for approval all website and web-based publications related to Contractor's Program.

d. Interpretation and Translation.

(1) Contractor shall provide certified, healthcare interpretation services free of charge to non-English speaking FFS Clients and their family members. Oral interpretation services apply to all non-English languages, not just prevalent non-English languages.

(2) Contractor shall translate written communications into the prevalent non-English language of the FFS Client and family members or caregivers when needed by the FFS Client.

(3) Contractor shall notify FFS Clients that interpretation and translation services are available and how to access the services.

e. Limitations for Marketing and Communications.

(1) Contractor shall not engage in door-to-door, telephone, or any cold-call marketing activities, promotions, or solicitations for any purpose beyond what is specified within the terms of this Contract, or as mutually agreed upon by OHA and Contractor for the benefit of Program eligible, FFS Clients.

(2) Contractor shall not contact FFS Clients at any time for reasons other than those described in this Contract without OHA's prior written approval.

(3) Contractor shall not make any assertion or statement, whether written or oral, that Contractor is endorsed by CMS, the federal or State government, or any other similar entity.

(4) Contractor shall not make any assertion or statement, whether written or oral, that the FFS Client must enroll in the Contractor's Program in order to obtain or maintain Oregon Health Plan benefits.

12. Evaluation; Quality Control and Process Improvement.

a. Contractor shall have written Quality Control and Process Improvement programs applicable to the Program. Contractor shall:

(1) Ensure its Quality Control and Process Improvement programs are implemented and maintained.

(2) Make its Quality Control and Process Improvement programs available to OHA when requested.

(3) Develop and maintain a Quality Control and Process Improvement system for the management and resolution of FFS Client and healthcare provider complaints, grievances, and compliments.

(4) Have Process Improvement or Quality Control strategies and measures that demonstrate the monitoring and evaluation of FFS Client satisfaction.

(5) Perform Quality Control and Process Improvement to identify Program service gaps and barriers to care, and implement corrective actions.

(6) Contractor shall develop and implement a minimum of one Quality Control or Process Improvement initiative per fiscal year that must be mutually agreed to by Contractor and OHA.

b. Contractor shall measure and report to OHA its Program equality related to health and cultural competency.

c. Contractor shall monitor Health Literacy to demonstrate improvement in FFS Client's participatory management skills.

d. Contractor shall provide direct supervision and performance management of its personnel using interpersonal and electronic processes including, but not limited to:

(1) Productivity and performance goals based upon position and key responsibilities.

(2) Comparative productivity relative to similar professional staffing or positions.

(3) Core staff behaviors such as attendance and punctuality.

(4) Random review of plans-of-care and interventions.

(5) Random silent monitoring of primary care managers and Disease Management and Intensive Care Management staff telephone calls on at least a quarterly timeframe.

(6) Discussion with community liaisons or supervisors in clinical facilities who have contact with Contractor's staff.

e. Contractor shall have documented systems and processes to monitor and ensure the quality of the Program's operation. Contractor's systems and processes must, at a minimum, include:

(1) Silent monitoring of Care Coordination, Disease Management, Intensive Care Management, and NAL staff telephone calls on a random basis.

(2) Telephonic monthly metrics reports including:

(a) Average time to answer or average speed of answer (ASA),

(b) Average call duration,

(c) Average duration on hold,

(d) Number of outgoing calls,

(e) Number of incoming calls, and

(f) Number of transferred calls.

f. Outcome Measurement

(1) Contractor shall perform critical analysis for evaluation of Contractor's Program.

(a) Contractor shall work with OHA to:

i. Establish mutually agreed upon baselines for results comparison.

ii. Monitor the expected clinical outcomes through claims data activity analysis.

iii. Establish targeted improvement on clinical outcomes.

(b) Contractor shall measure the degree of improvement from the baseline to the clinical outcome at the end of each 12-month service cycle.

(2) Contractor's health outcome measurements shall be aligned with the metrics utilized by the CCOs and required by OHA. Contractor shall evaluate and report the effectiveness and efficiency of Contractor's Program in meeting the applicable State health outcome metrics. The metrics can be found at http://www.oregon.gov/oha/Pages/metrix.aspx.

(3) Contractor shall use national and OHA metrics established for State Healthcare Outcomes Reform as the basis to determine mutually agreed upon measurements for the Program that include, but are not limited to, the following components:

(a) Evidence-based practices and strategies that improve health outcomes.

(b) Strategies and interventions to reduce medical costs.

(c) Reduction in hospitalization of ambulatory care sensitive conditions.

(d) Reduction in non-emergent utilization of emergency departments.

(e) Reduction in tobacco and chemical dependency.

(f) Reduction in under-immunized children and adults.

(g) Reduction in health and racial disparities.

(h) Cost effective Care Coordination, Disease Management, and Intensive Care Management services within OHP Medicaid parameters.

(i) Use of strategies and interventions that reduce or prevent the progression of chronic conditions or acute catastrophic events.

(j) Reduction in barriers to access and care from both the healthcare provider and FFS Client.

(k) Increase in the number of FFS Clients with a medical home.

13. Data, Records, and Reports.

a. Contractor shall create, prepare, and share documentation, data, metrics, and reports with OHA and DHS-APD for the following: Care Coordination Pre-management, Independent and Qualified Agent, Care Coordination, Disease Management, Intensive Care Management, and the NAL.

b. Contractor shall prepare and submit all data and documents in a format acceptable to OHA. Records, data, or reports submitted to OHA shall be revised and resubmitted as requested by OHA to OHA's satisfaction. OHA shall notify Contractor of the need to revise the contents of the records, data, or reports within seven calendar days of its receipt. OHA shall specify, in its written request to revise the contents, a length of time for Contractor to correct the unsatisfactory information.

c. Contractor and OHA agree that an electronic solution is needed for sharing and posting reports and data files. The parties shall collaboratively work toward a solution.

d. Contractor shall prepare and submit to OHA written Care Coordination and Independent and Qualified Agent status reports monthly, with the content and format agreed to by OHA and DHS-APD.

e. Contractor will document all NAL interactions and report the interactions monthly to the OHA OHPCC Contract Administrator. These metrics reports will include, but are not limited to, the number and nature of calls, types of interventions offered, referrals made, and resolution of calls.

f. Contractor shall prepare and submit to the OHA OHPCC Contract Administrator an annual written evaluation report of Program services performed.

g. Contractor shall prepare and submit annual and quarterly reports to the Health Systems Division leadership.

h. Contractor shall have access to OHA and DHS-APD FFS Client records and data applicable to the performance of its Work under this Contract.

i. Contractor shall ensure that FFS Clients may request and receive a copy of his or her records generated by the Contractor, and has the right to request that they be amended or corrected as specified in 45CFR Part 164.

j. OHA shall advise Contractor of the name and the physical address or email address of the recipient(s) of the data, records, and reports.

k. Contractor shall prepare and submit written quarterly Program reports including but not limited to:

(1) Total case load;

(2) Number, percentage and type of completed assessments;

(3) Number, percentage, and type of incomplete assessments;

(4) Number and type of interventions and follow-up activities;

(5) Number of FFS Client complaints, concerns, resolutions, and compliments;

(6) Number of provider complaints, concerns, resolutions and compliments;

l. Report Delivery Schedule.

(1) Weekly and monthly Program status update reports shall be delivered to OHA by the last business day of the week and month following the end of the subject week and month respectively. These weekly and monthly reports must be delivered using an application such as SharePoint®.

(2) Quarterly Program status update reports shall be delivered to OHA no later than 45 calendar days after the end of the previous quarter. Quarters are defined by the State's fiscal year as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

(3) Annual Program reports shall be delivered to OHA within 90 calendar days of the end of the previous fiscal year. Annual program reports must cover at least the period July 1 to June 30.

m. Standard and Custom Reports.

(1) Contractor shall prepare and submit a suite of standard written reports at no cost to OHA. Contractor shall determine the technology it will use to develop the standard reports and how the reports will be shared with OHA. The suite of standard reports shall be defined by mutual agreement of the parties or as requested by OHA. Standard reports are defined as those which require little or no customization by OHA or Contractor.

(2) Custom reports are those reports for one-time use or those not included on the standard reports list below. Contractor shall prepare and submit to OHA up to ten additional written custom reports from data available from Contractor's database, as requested by OHA. Requests for additional custom reports in excess of ten shall be invoiced at a cost of $150.00 per hour for custom report development. Contractor must obtain written prior-authorization from OHA for any custom reports.

(3) OHA shall prepare a list of standard reports to be included in the standard report package. Contractor shall review, with OHA participation, the standard report package on a regular basis. Reports may be added to the standard reports list and those that are deemed not applicable to OHA or no longer required by OHA, may be eliminated from Contractor's regular distribution.

n. Contractor shall assess, measure and report FFS Client satisfaction as follows:

(1) FFS Client "Success Stories" provided on a quarterly and annual basis that detail resolution based upon Contractor's interventions and activities.

(2) FFS Client satisfaction information obtained during annual FFS Client satisfaction survey on an annual basis.

o. FFS Clients Grievances, Complaints, and Compliments. Contractor shall submit to the OHA OHPCC Contract Administrator and the HSD Medicaid Complaints and Grievances Coordinator a written report, in a format and frequency agreed upon by the parties or as requested by OHA, that contains FFS Client complaints, grievances, and compliments, including, but not limited to, the event, date, parties involved, follow-up and resolution.

14. Policies and Procedures.

a. Contractor shall implement and maintain written policies and procedures to ensure the FFS Client's rights, including:

(1) Confidentiality of medical information.

(2) Guarding against disclosure of confidential information to unauthorized persons.

(3) FFS Client's consent prior to release of confidential information, unless authorization is not required.

(4) Information about the FFS Client's rights to confidentiality.

(5) Client's rights and responsibilities related to participation in the Program.

(6) Client's rights to an OHA or State of Oregon fair hearing process.

b. Contractor shall provide OHA and DHS-APD access to review Contractor's policies and procedures for its Program.

c. Contractor shall be responsible for auditing the Program policies and procedures for compliance with federal, State, Oregon Health Plan, Oregon Health Authority, and Department of Human Services' statutes, rules, regulations and guidelines.

d. Contractor's Program communication policies and procedures shall include the inclusion of a Client's rights and responsibilities statement. The statement must be available on Contractor's internet and in Contractor's hard copy publications. The Client rights and responsibilities are included in Exhibit F of this Contract.

e. Contractor shall develop and maintain policies and procedures for the management and resolution of FFS Client and healthcare provider complaints, grievances, and compliments. Contractor's policies and procedures shall document and resolve each complaint and grievance event. Complaints, grievances, and compliments shall be reported to OHA as described in Section 13, subsection n.

Contractor's complaint and grievance policies and procedures shall not restrict any FFS Client's right to a State of Oregon fair hearings and appeals process.

15. Personnel.

a. Contractor shall ensure that Contractor's or Subcontractor's professional staff have and maintain the required education, experience, qualifications, licenses, and credentials for healthcare professionals in the positions to which they are assigned by Contractor, or Subcontractor.

b. Contractor shall maintain the operational capacity and staff levels to review complex OHP medical cases by appropriate healthcare staff during normal business hours of 8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, including State of Oregon and federal holidays.

c. Contractor shall have a contingency plan to manage any turnover in staff that has direct contact with FFS Clients; and to maintain an appropriate case manager-to-FFS Client ratio, to achieve the required outcomes as described in this Contract, as the Client populations fluctuate.

d. Contractor shall ensure that Contractor's telephone, on-site or video language service interpreters are qualified and certified to Oregon standards and comply with OAR 333-002-0000.

e. Key Persons. Contractor's Key Persons shall include the following positions. Contractor shall immediately notify OHA of any changes in its Key Persons. Individuals in the positions of privacy and security officer and Native American liaison may be less than 1.0 FTE or may serve other roles in the organization.

(1) Executive Director. The executive director shall be responsible for overall operations and efficiency.

(2) Clinical Operations Manager. The clinical operations manager shall be responsible for the day-to-day operations of the clinical services provided to all FFS Clients and the successful operation of the nurse triage and advice telephonic services. The clinical operations manager must have a Master's degree in a discipline related to the Work or equivalent training and experience; and at least five years' experience. OHA reserves the right to review the equivalent training and experience to ensure it meets the needs of OHA.

(3) Medical Director. The medical director shall be responsible for developing and maintaining clinical protocols for FFS Clients, performing case reviews, and working with service providers and stakeholders in support of the OHP care coordination program. The medical director must have at least five years' experience as a medical director for an organization similar in size and scope to the Work under the Contract. The medical director position shall act in a consultative role for FFS Clients in support of OHA's Provider Clinical Support Unit and the Medicaid Medical Director.

(4) Privacy and Security Officer. The privacy and security officer shall be solely responsible for assuring HIPAA requirements are met and information systems are secure.

(5) Native American Liaison. The Native American liaison shall serve as the sole point of contact for the OHA tribal coordinator and attend all tribal meetings with the OHA tribal coordinator.

(6) Behavioral/Mental Health Assessments Manager. The behavioral and mental health assessments manager shall be accountable for all of the 1915(I) functions and all independent assessments for HCBS Recipients, and similar assessments for other FFS Clients required by OHA or DHS. This position must be a Qualified Mental Health Professional, with a master's degree, and have at least five years' experience with Medicaid populations.

f. Staffing for the Program.

(1) General Care Coordination. Contractor shall provide a qualified multidisciplinary team of registered nurses, primary care managers, social workers, disease management coordinators, and other licensed professionals as required for the Program.

(2) Field-based Staff. Contractor shall schedule field-based staff who may include registered nurses, social workers, provider-outreach staff, or community outreach staff to regularly visit high-volume or high utilization Medicaid fee-for-service hospitals and emergency departments, and federally qualified health centers.

(3) Field-based Staff Duties. Contractor shall ensure its field based staff duties include, but are not be limited to, the following:

(a) Communication with FFS Clients, healthcare providers, healthcare facilities, OHA, and family and caregivers regarding the FFS Client's healthcare and the development of plans-of-care and service plans that meet the FFS Client's needs.

(b) Responsibility to provide feedback to primary care physicians on FFS Client's status and progress.

(c) Provision of Case Management, Care Coordination, Disease Management, Intensive Care Management, interventions,

assessments, education, and other clinically-based activities for FFS Clients.

(d) Performance of in-person, telephonic, text, E-mail, and any computer based care management tools for assigned FFS Clients.

(e) Assistance and follow-up services with health-related, symptomatic, and emergent care calls received by the NAL.

(4) Care Management Coordinators. Contractor shall ensure its care management coordinators duties include, but are not limited to:

(a) Answer inbound NAL calls as described in Section 6 Nurse Triage and Healthcare Advice Line.

(b) Work with registered nurses and primary care managers to ensure Program services and supports are in place for FFS Clients.

(c) Communicate with community resources, healthcare providers and OHA regarding FFS Clients care coordination needs.

(d) Assist FFS Clients in scheduling appointments with physicians and specialists.

(e) Provide non-clinical assistance and self-management support to FFS Clients.

(f) Support the FFS Client-focused medical home concept.

(g) Conduct FFS Client needs assessments.

(5) Intensive Care Management. Contractor shall provide teams of primary care managers and care management coordinators for FFS Clients who meet ICM criteria based upon a health stratification process and risk assessment. Contractor's ICM registered nurse case manager duties include, but are not be limited to, the following:

(a) Develop and maintain relationships with hospital and clinic personnel for utilization review of contractor(s) for OHA.

(b) Develop systems for early intervention and coordination of discharge planning with hospitals.

(c) Provide FFS Client care management for complex cases and high utilizers of hospital emergency department services.

(d) Communicate with healthcare providers regarding FFS Client treatment needs and development of plans-of-care.

(e) Responsibility for medical records review, knowledge of individual ICM FFS Client's mental and physical history, and be able to articulate FFS Client's history and communicate clinically to primary care physicians

(f) Provide Care Coordination and Intensive care management, assessment, education and other clinically based activities for FFS Clients.

(g) Perform in-person or telephonic Care Coordination.

16. Information Systems; Technology.

a. Contractor shall comply with, and require any Subcontractors to comply with, the information security requirements imposed by OHA or DHS. Contractor shall maintain security of equipment and storage of all information assets accessed through this Contract to prevent inadvertent destruction, disclosure, or loss.

b. OHA will provide Contractor with access to the claims information to support the Work indicated in this Contract. Contractor shall adhere to established OHA policies relating to access to this claims information including those described in Exhibit A Part 4, Section 8 HIPAA Compliance and Exhibit B Section 15 Information Privacy/Security/Access. Contractor shall complete an Individual User Profile request for each person for whom access is requested.

c. Contractor shall have an information security risk management plan and Contractor shall ensure the plan:

(1) Has established privacy and security measures that meet or exceed the standards established by this Contract and in accordance with OHA and DHS Privacy and Information Security Incident policies.

(2) Documents Contractor's privacy and security measures.

Contractor shall make its security risk management plan available to OHA for review upon request.

d. Contractor's information systems shall have the capacity and the capability to exchange information or claims data with OHA and DHS-APD for the number of FFS Clients eligible for OHP Care Coordination services and have the ability to increase capacity and capability as the need for services increases for the term of this Contract. Contractor shall have the computer capacity and capability to securely accept and transfer data using Secure File Transfer Protocol (SFTP).

e. FFS Client Management System. Contractor will use software applications or other information systems or assets for the selection, referral, and engagement of Program FFS Clients. Contractor shall ensure the proper handling, storage, and disposal of any information assets obtained or reproduced, when the authorized use of that information ends, consistent with the record retention requirements otherwise applicable to this Contract.

f. Contractor shall have systems to monitor the operation of Contractor's Program that include silent monitoring of care managers or coordinators, NAL, Disease Management, and Intensive Care Management telephone calls; and can create monthly metrics reports of the Contractor's NAL activity as required under Section 13 Data, Records and Reports.

g. Contractor shall have systems to assist in supervising and managing the performance of its personnel as it applies to the Program.

h. Work performed under this Contract requires Contractor to have access to the Chronic Disease Payment System (CDPS) and the Medicaid Management Information System (MMIS). Contractor shall comply with Exhibit B Section 15 Information Privacy/Security/Access.

17. Advance Directives.

Contractor shall comply with 42 CFR Part 422.128 for maintaining written policies and procedures for advance directives. This includes compliance with 42 CFR 489, Subpart I "Advance Directives" and OAR 410-120-1380, which establishes, among other requirements the requirements for compliance with Section 4751 of the Omnibus Budget Reconciliation Act of 1991 (OBRA) and ORS 127.649, Patient Self-Determination Act.

a. Contractor shall maintain written policies and procedures concerning advance directives with respect to all adult FFS Clients receiving healthcare by Contractor.

b. Contractor shall provide adult Clients with written information on advance directive policies and include a description of Oregon law. The written information provided by Contractor must reflect changes in Oregon law as soon as possible, but no later than 90 calendar days after the effective date of any change to Oregon law.

c. Contractor must also provide written information to adult FFS Clients with respect to the following:

(1) Their rights under Oregon law; and

(2) Contractor's policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of advance directives as a matter of conscience.

(3) The Contractor must inform FFS Clients that complaints concerning noncompliance with the advance directive requirements may be filed with OHA.

18. Use of OHA Facilities and Equipment.

a. OHA and Contractor agree that some of the Work under this Contract can best be accomplished when Contractor's staff is in the same location as OHA staff. OHA shall identify the OHA facilities and equipment Contractor shall use to accomplish this onsite Work.

b. OHA shall provide facilities acceptable to Contractor and that support the staffing requirements of Contractor for the Work. Contractor shall be responsible for parking for Contractor's staff. OHA facilities shall be available to Contractor for the term of the Contract.

c. OHA and Contractor agree the office equipment, office furniture, telephones, and work stations shall be standard, commercial quality.

d. Contractor shall provide computers for their staff and shall identify any information system requirements. Contractor's computers that need to be connected to the State LAN/WAN will utilize OHA's process for obtaining connectivity to statewide LAN and email. Contractor shall provide PC support technicians to support Contractors computers. Contractor's support technicians will work with OHA-DHS Service Desk technical support to resolve any PC or network support problems.

e. OHA will provide the internal and external telecommunications lines that are part of OHA's network. OHA will provide State network connection equipment, which is the Ethernet interface and firewall to the internal OHA network. OHA is responsible for all implementation and management of its internal topology, including firewall and Local Area Network.

19. Independent Contractor

a. Contractor shall act at all times as an independent contractor and not as an agent or employee of OHA. Contractor has no right or authority to incur or create any obligation for or legally bind OHA in any way. Although OHA reserves the right to evaluate the quality of the completed performance and determine and modify the delivery schedule for the services to be performed, OHA cannot and will not control the means or manner by which Contractor performs the services, except to the extent the means and manner in which the services are to be provided is specifically set forth in the applicable Statement of Work. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor acknowledges and agrees that Contractor is not an "officer", "employee", or "agent" of OHA (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

b. To maintain its independent contractor status and to mitigate the risk of Contractor's onsite staff being identified as State employees, Contractor agrees to the following:

(1) Contractor's employee identification badges shall clearly identify them as a Contractor.

(2) Contractor's employees shall have their own business cards.

(3) Contractor shall not approve deliverables, travel expenses or invoices, but may review them at the request of OHA.

(4) Contractor shall not be listed on OHA phone or email lists without the contractor status being highlighted.

(5) Contractor shall not be a voting member on solicitation evaluation committees, shall not attend normal OHA staff meetings, and shall not participate in OHA employee awards or recognition programs unless specified in this Contract.

(6) Contractor shall not request reimbursement or be paid for business expenses, including travel, unless specified in this Contract.

(7) Contractor's email signature should not suggest Contractor's staff is representing OHA without designating they are a contractor.

(8) OHA shall not train Contractor's staff or reimburse Contractor for training, or provide orientations for Contractor's staff unless specified in this Contract.

(9) OHA shall provide those facilities and equipment, as specified in Section 18 Use of OHA Facilities and Equipment, required for Contractor to complete the Work.

EXHIBIT A

Part 3
Payment and Financial Reporting

1. Invoicing.

a. Contractor shall send all invoices to OHA's Contract Administrator at the address specified on page one of this Contract, or to any other address or designee as OHA may indicate in writing to Contractor.

b. Contractor shall submit to the OHA Contract Administrator by the 15th of each month an invoice for contracted services rendered the previous month. The monthly invoice shall be accompanied with reports in a mutually agreed upon format, that detail eligibility counts to substantiate the billing amount

c. Invoices shall include the total amount invoiced to date by the Contractor prior to current invoice. Contractor will note in the appropriate invoice when one-third and two-thirds of the maximum not-to-exceed amount is reached.

2. Travel and Other Expenses.

OHA will not reimburse Contractor for any travel or additional expenses under this Contract.

3. Provider Payments.

Contract does not include contracted service provider networks and Contractor will not be the payer of medical treatments or procedures rendered to the FFS Client.

4. Method of Payment.

a. Payment for all work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum not-to-exceed amount in Section 3. Consideration. The not-to-exceed amount is budgeted according to the following:

(1) Nurse Triage and Advice Line.....$1,055,520.00

(2) Care Coordination Services $16,848,000.00

(3) Independent and Qualified Agent Services.....$7,272,000.00

b. OHA will pay the Contractor based on the rate structure listed below:

(1) To provide the Nurse Triage and Advice Line ..... $29,320.00 per month

(2) To provide Care Coordination services .....$3.90 per member per month

(3) To provide IQA Services .....Refer to Exhibit F Attachment 4

5. Budget Neutrality.

Contractor must demonstrate that the Program is at least budget neutral, in that the Program will save enough money in health care costs to pay for itself. All rates paid for services will be evaluated by OHA and DHS-APD and are subject to evaluation of cost-effectiveness by the Centers for Medicare Services (CMS). Contractor must work to

reduce overall Program expenditures. OHA will continue to pay all medical claims for services provided to Clients and will track utilization of services prior to Contractor's Program implementation and on a quarterly basis, according to CMS rules under waivered programs. Contractor and OHA will develop a mutually acceptable budget neutrality methodology document to detail the process, timetable, exclusions, and other parameters of the budget neutrality calculation. The Contractor will not assume financial risk for budget neutrality.

6. Liability for Payment.

Contractor understands and agrees that under no circumstances will a Client be held liable for any payments for any of the following:

a. Contractor's or Subcontractor's debt due to Contractor's or Subcontractor's insolvency;

b. Healthcare services authorized or required to be provided under this Contract to the Client, for which:

(1) OHA does not pay the Contractor; or

(2) Contractor does not pay a provider or Subcontractor that furnishes the services under a contractual, referral, or other arrangement; or

(3) Payments for covered services furnished under a contract, referral or other arrangement with Subcontractors, to the extent that those payments are in excess of the amount that the Client would owe if the Contractor provided the services directly.

Nothing in this Section limits Contractor, OHA, a provider or Subcontractor from pursuing other legal remedies that will not result in the Client's personal liability for such payments.

7. Risk of Insolvency.

a. Contractor assures that it is able to perform the Work required under this Contract efficiently, effectively and economically and is able to comply with the requirements of this Contract. As part of the proof of financial responsibility, Contractor shall provide assurances satisfactory to OHA, that Contractor's provision(s) against the risk of insolvency are adequate to ensure that Clients will not be liable for Contractor's debts if Contractor becomes insolvent.

b. Contractor shall provide solvency protection through maintenance of a restricted reserve account, or other means approved by OHA.

(1) Funds held in the restricted reserves, if any, shall be made available to OHA for the purpose of making payments to providers in the event of Contractor's insolvency. Insolvency occurs when Contractor is unable to pay debts when due, even if assets exceed liabilities.

(2) If any of the information that forms the basis for determining the manner or amount of a restricted reserve account is eliminated, changed, or modified in any manner, Contractor shall immediately notify OHA.

(3) Failure to maintain adequate financial solvency, including solvency protections specified pursuant to the requirements of this Contract, shall be grounds for termination, reduction in service area or enrollment, or sanction under this Contract, at OHA's sole discretion.

c. Contractor shall have procedures and policies to assure that Clients will not be liable for any debts or payment of claims in the event a Subcontractor becomes insolvent. All Subcontracts will include a clause that the Subcontractor will look only to the Contractor, and under no circumstances to the Client, for full payment of claims, and shall further require that this clause survives the termination of this Contract or Subcontract, including breach of Contract or Subcontract due to insolvency.

d. In the event that insolvency occurs, Contractor remains responsible for providing covered services for Clients through the end of the period for which it has been paid.

EXHIBIT A

Part 4
Special Provisions

1. Confidentiality of Information.

a. Client Information:

(1) All information as to personal facts and circumstances obtained by the Contractor on the client ("Client Information") shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

(2) The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Contract. Confidentiality policies shall be applied to all requests from outside sources.

(3) OHA, Contractor and any subcontractor will share information as necessary to effectively serve OHA clients.

b. Non-Client Information:

(1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under the Contract, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Contract that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party ("Confidential Non-Client Information").

(2) Confidential Non-Client Information shall be deemed not to include information that:

(a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;

(b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under the Contract;

(c) Is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under the Contract;

(d) Is obtained from a source other than the originating Party without the obligation of confidentiality;

(e) Is disclosed with the written consent of the originating Party; or

(f) Is independently developed by the receiving Party's officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Client Information.

(3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Contract or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.410 to 192.505. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.

c. Upon request and pursuant to the instructions of OHA, Contractor shall return or destroy all copies of Confidential Information, and Contractor shall certify in writing the return or destruction of all Confidential Information.

d. For purposes of this section, "Client" means a recipient of services under this Contract.

2. Amendments.

a. OHA reserves the right to amend or extend the Contract under the following general circumstances:

(1) OHA may extend the Contract for additional periods of time up to a total Contract period of five years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by the Contractor under this Contract.

(2) OHA may periodically amend any payment rates throughout the life of the Contract proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA

so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.

b. OHA further reserves the right to amend the Statement of Work based on the original scope of work of RFP # OHA-4140-16 for the following:

(1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Contract or previous amendments to the Contract;

(2) Implement additional phases of the Work; or

(3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Contract.

c. Upon identification, by any party to this Contract, of any circumstance which may require an amendment to this Contract, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Contract before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 24. "Amendments; Waiver; Consent" of this Contract.

3. Contractor Requirements to Report Abuse of Certain Classes of Persons.

a. Contractor shall comply with, and cause its employees, agents and subcontractors to comply with, the applicable laws for mandatory reporting of abuse including but not limited to abuse of the following classes of persons in Oregon:

(1) Elderly Persons (ORS 124.055 through 124.065);

(3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);

(4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).

b. In addition to the requirements of Section 3.a., if law enforcement is notified regarding a report of child abuse, Contractor shall also notify the local Child Protective Services Office of the Department of Human Services within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, the Contractor shall also notify the local Aging and People with Disabilities Office of the Department of Human Services within 24 hours.

c. If known, the abuse report should contain the following:

(1) The name and address of the abused person and any people responsible for that person's care;

(2) The abused person's age;

(3) The nature and the extent of the abuse, including any evidence of previous abuse;

(4) The explanation given for the abuse;

(5) The date of the incident; and

(6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Background Checks.

Contractor shall verify that any employee working with clients referred by OHA has not been convicted of any of the following crimes: child or elderly abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions, or duties of an employee scheduled to work with OHA's client. Contractor shall establish verification by:

a. having the applicant as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police (OSP) office, which will be shared with Contractor, OR

b. Contractor as an employer will contact the local OSP for an "Oregon only" criminal history check on the applicant/employee. Contractor will need to give to OSP the applicant's name, birth date, and social security number.

Contractor shall determine after receiving the criminal history check, whether the employee has listed convictions, and whether these convictions pose a risk to working safely with OHA clients. If Contractor notes a conviction from any of the above listed crimes on the applicant/employee's record, and Contractor chooses to hire the employee/applicant, Contractor shall confirm in writing, the reasons for hiring the individual.

These reasons shall address how the applicant/employee is presently suitable or able to work with referred OHA clients in a safe and trustworthy manner. Contractor will place this information, along with the applicant/employee's criminal history check, in the employee's personnel file.

The criminal history check procedures listed above also apply to Contractor. Contractor shall establish a personal personnel file and place Contractor's criminal history check in named file for possibility of future OHA review.

5. Equal Access to Services.

Contractor shall provide equal access for both males and females regardless of age, race, or ethnicity and shall not discriminate against individuals with disabilities in accordance with OAR 407-005-0010 through 407-005-0030.

6. Media Disclosure.

The Contractor will not provide information to the media regarding a recipient of services purchased under this Contract without first consulting the OHA office that referred the child or family. The Contractor will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the Contractor with an appropriate follow-up response for the media.

7. Nondiscrimination.

The Contractor must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

8. HIPAA Compliance.

The health care component of OHA is a Covered Entity and must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). Contractor is a Business Associate of the health care component of OHA and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504.

Contractor shall be liable to OHA and shall indemnify OHA for any and all costs incurred by OHA, including, but not limited to, costs of issuing any notices required by HIPAA, HITECH or any other applicable law, as a result of Contractor's "Breach of Unsecured Protected Health Information."

a. **Consultation and Testing**. If Contractor reasonably believes that the Contractor's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the OHA Information Security Office. Contractor or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the OHA testing schedule.

b. **Data Transactions Systems.** If Contractor intends to exchange electronic data transactions with a health care component of OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Contractor shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement with OHA and shall comply with OHA EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

9. Federal Whistleblower Protection.

Contractor shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Pilot Program for Enhancement of Employee Whistleblower Protection.

10. Sanctions.

a. OHA may impose sanctions, as specified in subsection b. of this Section, if it determines that Contractor has acted or failed to act as described in this Contract. OHA's determination may be based on findings from an onsite visit, FFS Client or other complaints, financial status or any other source. Conditions that may result in a sanction under this Section may include when Contractor acts or fails to act as follows:

(1) Fails substantially to provide Medically Appropriate services that the Contractor is required to provide, under law or under this Contract with OHA, to a Client covered under this Contract.

(2) Imposes on FFS Client's charges that are not otherwise allowed or in excess of the charges permitted under the OHA Medical Assistance Program.

(3) Acts to discriminate among FFS Clients on the basis of their health status or need for health care services. This includes, but is not limited to, termination of enrollment or refusal to reenroll a Client, except as permitted under the OHA Medical Assistance Program, or any practice that would reasonably be expected to discourage Enrollment by individuals whose medical condition or history indicates probable need for substantial future medical services.

(4) Misrepresents or falsifies any information that it furnishes to CMS or to the OHA, or its designees, including but not limited to the assurances submitted with its application or enrollment, any certification, any report required to be submitted under this Contract, FFS Client data or other information relating to care or services provided to a Client.

(5) Misrepresents or falsifies information that it furnishes to a FFS Client, potential FFS Client, or healthcare provider.

(6) Fails to maintain an internal quality improvement program, or fraud and abuse prevention program, or to provide timely reports and data required as specified in this Contract.

(7) Fails to comply with grievance and appeal requirements, including required notices, continuation or reinstatement of benefits, expedited procedures, compliance with requirements for processing and disposition of grievances and appeals, and record keeping and reporting requirements;

(8) Fails to follow accounting principles or accounting standards or cost principles required by federal or State statutes, rules or regulations, or this Contract.

(9) Fails to disclose required ownership information or fails to supply requested information to OHA as defined in this Contract or on Subcontractors and suppliers of goods and services as appropriate to this Contract.

(10) Fails to submit accurate, complete, and truthful FFS Client data in the time and manner required by OHA.

(11) Distributes directly or indirectly through any agent or independent contractor, marketing materials that have not been approved by OHA or that contain false or materially misleading information.

(12) Fails to comply with a term or condition of this Contract, whether by default or breach of this Contract. Imposition of a sanction for default or breach of this Contract does not limit OHA's other available remedies.

(13) Violates any of the other applicable requirements of 42 USC §1396b (m) or 1396u-2 and any implementing regulations.

b. Sanctions that may be imposed include but are not limited to the following sanctions. The use of one sanction by OHA does not preclude the imposition of any other sanction or combination of sanctions or any other remedy authorized under this Contract for the same deficiencies. OHA may:

(1) Grant OHA FFS Client the option to not participate or opt-out of the Program and OHA may notify the affected FFS Client of their right and reason to opt-out.

(2) Suspend all new Enrollments, or reduce the Enrollment level or the number of Contractor's current OHA Program eligible Clients after the effective date of the sanction.

(3) Suspend payment for FFS Clients enrolled after the effective date of the sanction until OHA is satisfied that the reasons for imposition of the sanction no longer exists and is not likely to recur.

(4) Require Contractor to develop and implement a corrective action plan that is acceptable to OHA for correcting the problem. At a minimum, the corrective action plan must include:

(a) A written standard of conduct to be implemented by the Contractor that corrects the specific areas of non-compliance and how that standard of conduct will be established and maintained within Contractor's and Subcontractor's (as applicable) organization; and

(b) Designation of the person with authority within Contractor's organization charged with the responsibility of accomplishing and monitoring compliance.

If Contractor has not submitted a corrective action plan that is acceptable to DHS within the specified time period or does not implement or complete the corrective action within the specified time period, OHA will proceed with other sanctions or with termination of this Contract.

(5) Determine:

(a) That there is continued egregious behavior; or

(b) That there is substantial risk to FFS Clients' health; or

(c) That action is necessary to ensure the health of Clients while improvements are made to remedy violations or until there is an orderly termination or reorganization by Contractor; and OHA:

i. Must require Contractor to implement temporary management mechanisms, such as employment of consultants or other individuals or entities approved by OHA for the purpose, at Contractor's expense;

ii. Must not delay the imposition of temporary management mechanisms to provide for administrative review before imposing this sanction; and

iii. Must not terminate temporary management mechanisms until it determines that Contractor can ensure that the sanctioned behavior will not recur.

(6) Take any other sanctions reasonably designed to remedy or compel future compliance with this Contract.

c. OHA will notify the Contractor in writing of its intent to impose a sanction. The notification shall explain the factual basis for the sanction, reference to the section(s) of this Contract or federal or State statute or regulation that has been violated, explain the actions expected of Contractor, and state the Contractor's right to file a request for Administrative Review with the Director of OHA in writing within 30 calendar days of the date of the sanction notice. Notwithstanding the preceding provision of this subsection c., in cases in which OHA determines that conditions could compromise a Client's health or safety, or when DHS acts pursuant to subsection b, paragraph (5) of this Section, OHA may provisionally impose the sanction before such Administrative Review opportunity is provided.

d. The Administrative Review process described in this Section subsections b, paragraph (5) and subsection c, will be conducted in the same manner described in OAR 410-120-1580(4)-(6). Contractor understands and agrees that Administrative Review is the sole avenue for review of sanction decisions under this Section of this Contract.

11. Notice to CMS of Contractor Sanction.

OHA will give CMS' Regional Office written notice whenever Contractor has a sanction imposed or lifted by OHA for one of the violations listed in Section 10 Sanctions, subsection b, paragraphs (1) through (9), as appropriate. OHA may, at OHA's discretion, give CMS' Regional Office written notice whenever Contractor has a sanction imposed or lifted by OHA for any breach or violation of this Contract requirement excluding those specifically noted above.

12. Medicaid Services.

Contractor shall comply with all applicable federal and state statutes and regulations pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 USC Section 1396 *et seq*., including without limitation, the following:

a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid services as the state or federal agency may from time to time request. 42 USC Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).

b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).

c. Maintain written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.

d. Certify, when submitting any claim for the provision of Medicaid services, that the information submitted is true, accurate, and complete. Contractor shall acknowledge Contractor's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

e. Entities receiving $5 million or more annually (under this Contract and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Subcontractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).

f. If the Contractor elects not to provide, reimburse for, or provide coverage of specific healthcare services due to Contractor's objection on moral or religious grounds, Contractor must furnish information about the healthcare services it does not cover to the State; with its application for a Medicaid contract; and whenever it adopts the policy during the term of this Contract. Contractor's election must be consistent with the provisions of 42 CFR 438.10; it must be provided to Eligible Clients before and during Enrollment; and it must be provided to Clients within 90 calendar days after adopting the policy with respect to any particular healthcare service.

13. Excluded Providers.

a. The Program services provided by the Contractor pursuant to this Contract may not be provided by the following persons, or their affiliates, as defined in the Federal Acquisition Regulations:

(1) Persons or entities who are currently suspended, debarred or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued pursuant to Executive Order No. 12549 or under guidelines implementing such order.

(2) Persons or entities who are currently suspended or terminated from the OHA Medical Assistance Program or excluded from participation in the Medicare program.

(3) Persons who have been convicted of a felony or misdemeanor related to a crime or violation of Title XVIII, XIX or XX of the Social Security Act or related laws, or entered a plea of nolo contendere.

b. Contractor shall not refer Clients to such persons and shall not accept billings for healthcare services to Clients submitted by such persons.

c. Contractor may not knowingly:

(1) Have a person described in this Section 13 as a director, officer, partner, or person with beneficial ownership of more than five percent of Contractor's equity; or

(2) Have an employment, consulting, or other agreement with a person described in this Section 13 for the provision of items and services that are significant and material to the Contractor's obligations under this Contract.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Contract 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, "Claim") between OHA or any other agency or department of the State of Oregon, or both, and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court 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. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Contract.

2. **Compliance with Law.** Contractor shall comply and cause all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Contract or to the performance of Work. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS Chapter 659A.142; (iv) Executive Order 11246; (v) the Age Discrimination in Employment Act of 1967 and the Age Discrimination Act of 1975; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated. OHA's performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)). This Section shall survive expiration or termination of this Contract.

3. **Independent Contractor.**

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

   b. If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes,

rules or regulations of the State of Oregon or federal agency for which Contractor currently performs work would prohibit Contractor's Work under this Contract. If compensation under this Contract is to be charged against federal funds, Contractor certifies that it is not currently employed by the federal government.

c. Contractor is responsible for all federal and state taxes applicable to compensation paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, OHA will not withhold from such compensation any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Contractor under this Contract, except as a self-employed individual.

d. Contractor shall perform all Work as an Independent Contractor, as defined in ORS 670.600. OHA reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, OHA may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

4. Representations and Warranties.

a. Contractor's Representations and Warranties. Contractor represents and warrants to OHA that:

(1) Contractor has the power and authority to enter into and perform this Contract;

(2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;

(3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;

(4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; and

(5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

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

5. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

6. Funds Available and Authorized; Payments.

a. Contractor shall not be compensated for Work performed under this Contract by any other agency or department of the State of Oregon or the federal government. OHA certifies that it has sufficient funds currently authorized for expenditure to

finance the costs of this Contract within OHA's current biennial appropriation or limitation. Contractor understands and agrees that OHA's payment for Work performed is contingent on OHA receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

b. **Payment Method.** Payments under this Contract will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Contractor shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Contract. Contractor shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall provide the changed information or designation to OHA on an OHA-approved form. OHA is not required to make any payment under this Contract until receipt of the correct EFT designation and payment information from the Contractor.

7. **Recovery of Overpayments.** IF BILLINGS UNDER THIS CONTRACT, OR UNDER ANY OTHER CONTRACT BETWEEN CONTRACTOR AND OHA, RESULT IN PAYMENTS TO CONTRACTOR TO WHICH CONTRACTOR IS NOT ENTITLED, OHA, AFTER GIVING WRITTEN NOTIFICATION TO CONTRACTOR, MAY WITHHOLD FROM PAYMENTS DUE TO CONTRACTOR SUCH AMOUNTS, OVER SUCH PERIODS OF TIME, AS ARE NECESSARY TO RECOVER THE AMOUNT OF THE OVERPAYMENT UNLESS CONTRACTOR PROVIDES A WRITTEN OBJECTION WITHIN 14 CALENDAR DAYS FROM THE DATE OF THE NOTICE. ABSENT TIMELY WRITTEN OBJECTION, CONTRACTOR HEREBY REASSIGNS TO OHA ANY RIGHT CONTRACTOR MAY HAVE TO RECEIVE SUCH PAYMENTS. IF CONTRACTOR PROVIDES A TIMELY WRITTEN OBJECTION TO OHA'S WITHHOLDING OF SUCH PAYMENTS, THE PARTIES AGREE TO CONFER IN GOOD FAITH REGARDING THE NATURE AND AMOUNT OF THE OVERPAYMENT IN DISPUTE AND THE MANNER IN WHICH THE OVERPAYMENT IS TO BE REPAID. OHA RESERVES ITS RIGHT TO PURSUE ANY OR ALL OF THE REMEDIES AVAILABLE TO IT UNDER THIS CONTRACT AND AT LAW OR IN EQUITY INCLUDING OHA's RIGHT TO SETOFF.

8. **Ownership of Work Product.**

a. **Definitions.** As used in this Section 8, and elsewhere in this Contract, the following terms have the meanings set forth below:

(1) "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Work.

(2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or Contractor.

(3) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to OHA pursuant to the Work.

b. **Original Works.** All Work Product created by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of OHA. OHA and Contractor agree that all Work Product is "work made for hire" of which OHA is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Contractor hereby irrevocably assigns to OHA any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OHA's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in OHA. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

c. In the event that Work Product is Contractor Intellectual Property, a derivative work based on Contractor Intellectual Property or a compilation that includes Contractor Intellectual Property, Contractor hereby grants to OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Contractor Intellectual Property and the pre-existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.

d. In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Contractor shall secure on OHA's behalf and in the name of OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.

9. Indemnity.

a. CONTRACTOR SHALL DEFEND (SUBJECT TO ORS CHAPTER 180), SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON

AND OHA AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.

b. INDEMNITY FOR INFRINGEMENT CLAIMS. WITHOUT LIMITING THE GENERALITY OF SECTION 9.a., CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD OHA, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO OHA BY CONTRACTOR THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR OHA'S USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT THE STATE OF OREGON SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS CONTRACT.

10. Default; Remedies; Termination.

a. Default by Contractor. Contractor shall be in default under this Contract if:

(1) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

(2) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within 14 calendar days after OHA's notice or such longer period as OHA may specify in such notice; or

(3) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor’s performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after OHA’s notice, or such longer period as OHA may specify in such notice.

b. **OHA's Remedies for Contractor's Default.** In the event Contractor is in default under Section 10.a., OHA may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

(1) termination of this Contract under Section 10.e.(2);

(2) withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

(4) exercise of its right of recovery of overpayments under Section 7 of Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Section 10.a., then Contractor shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 10.e.(1).

c. **Default by OHA.** OHA shall be in default under this Contract if OHA commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within 30 calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

d. **Contractor's Remedies for OHA's Default.** In the event OHA terminates the Contract under Section 10.e.(1), or in the event OHA is in default under Section 10.c. and whether or not Contractor elects to exercise its right to terminate the Contract under Section 10.e.(3), Contractor's sole monetary remedy shall be (i) with respect to Work compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Contract but not yet invoiced, authorized expenses incurred and interest within the limits permitted under ORS 293.462, and (ii) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by OHA, less previous amounts paid and any claim(s) that OHA has against Contractor. In no event shall OHA be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 10.d., Contractor shall immediately pay any excess to OHA upon written demand. If Contractor does not immediately pay the excess, OHA may recover the overpayments in accordance with Section 7., Recovery of Overpayments, and may pursue any other remedy that may be available to it.

e. Termination.

(1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Contract:

(a) For its convenience upon 30 days' prior written notice by OHA to Contractor;

(b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or

(c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's purchase of the Work or Work Products under this Contract is prohibited or OHA is prohibited from paying for such Work or Work Products from the planned funding source.

(d) Immediately upon written notice to Contractor if there is a threat to the health, safety, or welfare of any recipient of services under this Contract "OHA Client", including any Medicaid Eligible Individual, under its care.

(2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Contract, OHA may terminate this Contract immediately upon written notice to Contractor, or at such later date as OHA may establish in such notice, if Contractor is in default under Section 10.a.

(3) Contractor's Right to Terminate for Cause. Contractor may terminate this Contract upon 30 days written notice to OHA, or at such later date as Contractor may establish in such notice, if OHA is in default under Section 10.c. and OHA fails to cure such default within 30 calendar days after OHA receives Contractor's notice or such longer period as Contractor may specify in such notice.

(4) Mutual Termination. The Contract may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

(5) Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Contractor at that time. This Section 10.e.(5) survives the expiration or termination of this Contract.

(6) Effect of Termination: Upon receiving a notice of termination of this Contract, or upon issuing a notice of termination to OHA, Contractor shall immediately cease all activities under this Contract, unless in a notice issued by OHA, OHA expressly directs otherwise.

(7) In the event this Contract is terminated, the Contractor shall provide FFS Clients written notice of the termination. Notice to FFS Clients must be issued within 15 calendar days after receipt or issuance of the termination notice to Contractor. In the event of termination, the Contractor will ensure that the FFS Clients are transitioned in a timely manner as determined by OHA.

11. Stop-Work Order. OHA may, at any time, by written notice to the Contractor, require the Contractor to stop all, or any part of the work required by this Contract for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Contractor shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:

a. Cancel or modify the stop work order by a supplementary written notice; or

b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 10., Default; Remedies; Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the Contractor, make an adjustment in the time required to complete this Contract and the Contract price by a duly executed amendment.

12. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 9. INDEMNITY, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT.

13. Insurance. Contractor shall maintain insurance as set forth in Exhibit C, attached hereto.

14. Records Maintenance, Access. Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Contract, in such a manner as to clearly document Contractor's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor whether in paper, electronic or other form, that are pertinent to this Contract, are collectively referred to as "Records." Contractor acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all Records for the longest of:

a. Six years following final payment and termination of this Contract;

b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or

c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Contract.

15. **Information Privacy/Security/Access.** If the Work performed under this Contract requires Contractor or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Contractor or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Contractor shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

16. **Force Majeure.** No party is responsible for delay or default caused by an event beyond its reasonable control. OHA may terminate this Contract upon written notice after reasonably determining the delay or default reasonably prevents performance of this Contract.

17. **Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract.

18. **Subcontracts; Assignment; Successors.** Contractor shall not assign, transfer, or subcontract rights or responsibilities under this Contract in whole or in part, without the prior written approval of OHA. This Contract's provisions are binding upon and inure to the benefit of the parties to this Contract and their respective successors and assigns.

19. **No Third Party Beneficiaries.** OHA and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. This Section shall survive expiration or termination of this Contract.

20. **Severability.** The parties agree that if any term or provision of this Contract 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 Contract did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Contract.

21. **Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Contractor or OHA at the address or number set forth in this Contract, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the

recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
250 Winter St. NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

This Section shall survive expiration or termination of this Contract.

22. **Headings.** The headings and captions to sections of this Contract have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Contract.

23. **Merger Clause.** This Contract constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Contract.

24. **Amendments; Waiver; Consent**. OHA may amend this Contract to the extent provided herein, the solicitation document, if any from which this Contract arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Contract shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Contract.

25. **Contractor's Failure to Perform.** Contractor's failure to perform the statement of work specified in this Contract or to meet the performance standards established in this Contract, may result in consequences that include, but are not limited to:

a. Reducing or withholding payment under this Contract;

b. Requiring Contractor to perform at Contractor's expense additional work necessary to perform the statement of work or meet performance standards; and

c. Declaring a default of this Contract and pursuing any available remedies for default, including termination of the Contract as permitted in Section 10. Default; Remedies; Termination of this Contract.

EXHIBIT C

Insurance Requirements

Required Insurance: Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit C, prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to OHA.

1. Workers Compensation: All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall obtain employers' liability insurance. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

2. Professional Liability:

☒ Required by OHA ☐ Not required by OHA

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by OHA:

☒ Per occurrence limit for any single claimant:

From commencement of the Contract term through June 30, 2017: .....$3,000,000.
From July 1, 2017 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

☒ Per occurrence limit for multiple claimants:

From commencement of the Contract term through June 30, 2017: .....$5,000,000.
From July 1, 2017 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

3. Commercial General Liability:

☒ Required by OHA ☐ Not required by OHA

Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by OHA:

Bodily Injury/Death:

☒ Per occurrence limit for any single claimant:

From commencement of the Contract term through June 30, 2017: .....$3,000,000.

From July 1, 2017 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

☒ Per occurrence limit for multiple claimants:

From commencement of the Contract term through June 30, 2017: .....$5,000,000.
From July 1, 2017 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

☒ Per occurrence limit for any single claimant:

From commencement of the Contract term through June 30, 2016: .....$200,000.
From July 1, 2016 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

☒ Per occurrence limit for multiple claimants:

From commencement of the Contract term through June 30, 2016: .....$600,000.
From July 1, 2016 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

4. Automobile Liability Insurance:

☒ **Required by OHA** ☐ **Not required by OHA**

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by OHA:

Bodily Injury/Death:

☒ Per occurrence limit for any single claimant:

From commencement of the Contract term through June 30, 2017: .....$3,000,000.
From July 1, 2017 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

☒ Per occurrence limit for multiple claimants:

From commencement of the Contract term through June 30, 2017: .....$5,000,000.
From July 1, 2017 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

☒ Per occurrence limit for any single claimant:

From commencement of the Contract term through June 30, 2017: .....$200,000.
From July 1, 2017 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

☒ Per occurrence limit for multiple claimants:

From commencement of the Contract term through June 30, 2017: .....$600,000.
From July 1, 2017 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

5. **Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

6. **Notice of Cancellation or Change.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 60 days' written notice from this Contractor or its insurer(s) to OHA. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by OHA.

7. **Proof of Insurance.** Contractor shall provide to OHA information requested in Data Certification for all required insurance before delivering any goods and performing any services required under this Contract. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

8. **"Tail" Coverage.** If any of the required liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of: (i) Contractor's completion and OHA's acceptance of all services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to OHA, upon OHA's request, certification of the coverage required under this Section 8.

9. **Self-Insurance.** Contractor may fulfill its insurance obligations herein through a program of self-insurance, provided that Contractor's self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that required in this Exhibit C. Notwithstanding Section 7 of this Exhibit C, Contractor shall furnish an acceptable insurance certificate to OHA for any insurance coverage required by this Contract that is fulfilled through self-insurance.

EXHIBIT D

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Contractor shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Contract, to Contractor, or to the Work, or to any combination of the foregoing. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** Contractor shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Work. Without limiting the generality of the foregoing, Contractor expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.

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

3. **Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds $100,000 then Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and require all subcontractors to include in

all contracts with subcontractors receiving more than $100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** Contractor shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq., (Pub. L. 94-163).

5. **Truth in Lobbying.** By signing this Contract, the Contractor certifies, to the best of the Contractor's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

e. No part of any federal funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

f. No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction an any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

h. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery. Contractor shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits.

a. Contractor shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.

b. If Contractor expends $500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Contractor shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Contractor expends $750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Contractor shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If Contractor expends less than $500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than $750,000 in a fiscal year beginning on or after that date, Contractor is

exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

8. **Debarment and Suspension.** Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Drug-Free Workplace.** Contractor shall comply and cause all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing services to OHA clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHA within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Contractor, or any of Contractor's employees, officers, agents or subcontractors may provide any service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Contractor or Contractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in

physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Contract.

10. **Pro-Children Act.** Contractor shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

11. **Medicaid Services.** Contractor shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).

b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).

c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.

d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge Contractor's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

e. Entities receiving $5 million or more annually (under this Contract and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

12. **Agency-based Voter Registration.** If applicable, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

13. **Disclosure.**

a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a

corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.

c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

d. Contractor shall make the disclosures required by this Section 13. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

14. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Contract, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Contractor agrees that it has been provided the following notice:

a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:

(1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and

(2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of

Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

EXHIBIT E

Required Subcontractor Provisions

1. Contractor shall ensure that all Subcontracts meet the requirements described below and shall incorporate portions of this Contract, as applicable, based on the scope of the Work to be subcontracted.

2. Contractor is responsible for the quality of care and services and the timely and effective performance of Work provided under the terms and requirements of this Contract. Subject to the provisions of this Exhibit E, Contractor may subcontract any or all of the Work to be performed under this Contract. No Subcontract shall terminate or limit Contractor's legal responsibility to OHA for the timely and effective performance of Contractor's duties and responsibilities under this Contract. Any and all corrective actions, sanctions, recovery amounts and/or enforcement actions are solely the responsibility of the Contractor.

3. Before subcontracting of any Work, Contractor shall evaluate the prospective Subcontractor's ability to perform the Work under a Subcontract.

4. Contractor shall have a written agreement or Subcontract that specifies the subcontracted Work and reporting responsibilities of the Subcontractor. Contractor shall notify the OHA in writing of the Work to be subcontracted.

5. The following requirements of this Contract may not be subcontracted:

a. Oversight and monitoring of quality improvement activities;

b. Adjudication of final appeals in a Client grievance and appeal process; and

c. Financial responsibility, risk, and solvency requirements of this Contract.

6. Contractor's agreement with the Subcontractor shall provide for the termination of the Subcontract or imposition of other sanctions by Contractor if the Subcontractor's performance is inadequate to meet the requirements of this Contract.

7. Contractor shall monitor the Subcontractor's performance on an ongoing basis and perform at least once a year a formal review of compliance with delegated responsibilities and Subcontractor performance, deficiencies or areas for improvement. Upon identification of deficiencies or areas for improvement, the Contractor shall and shall cause Subcontractor to take corrective action.

8. In addition to any other provisions that OHA may require, Contractor shall include a provision in all subcontracts that to the extent any provision in this Contract applies to Contractor with respect to the Work Contractor is providing to OHA under a subcontract, that provision shall be incorporated by reference into the Subcontract and shall apply equally to Subcontractor.

9. Contractor shall ensure that all subcontracts meet the requirements described below and shall incorporate portions of this Contract, as applicable, based on the scope of Work to be subcontracted:

a. Be in writing and incorporate each applicable requirement of this Contract, and every other provision in this Contract that sets requirements for any of the activities being subcontracted;

b. Clearly identify the Work to be performed by the Subcontractor and what of that Work, if any, the Subcontractor may further subcontract;

c. Contain a provision requiring Subcontractor to comply with the requirements of 42 CFR 438.6 that are applicable to the Work required under the Subcontract;

d. Contain a provision that the Subcontractor shall not bill, charge, seek compensation, remuneration, or reimbursement from, or have recourse against the Client for covered services provided during the period for which capitation payments were made by OHA to Contractor with respect to said Client, even if Contractor becomes insolvent. Subcontractors and referral providers may not bill Clients any amount greater than would be owed by the Client if the Contractor provided the services directly (i.e., no balance billing by providers);

e. Contain a provision that the Subcontractor shall continue to provide covered services during periods of Contractor insolvency or cessation of operations through the period for which capitation payments were made to Contractor;

f. Contain a provision requiring the Subcontractor to comply with OAR 410-141-0420, Managed Care Prepaid Health Plan Billing and Payment under the OHP, when submitting Fee-for-Service Claims for OHP services provided to Clients that are not covered services under this Contract;

g. In cases where the Subcontractor has assumed any risk covered under this Contract, contain a provision that the Subcontractor must protect itself against loss by either self-insuring or providing proof of insurance;

h. Contain a provision that healthcare providers shall advise a Client who is the patient of the provider about the health status of the Client, or any service, treatment or test that is medically or dentally appropriate but not authorized under the Client's benefit package or is subject to co-payments, if the provider is acting within the lawful scope of practice, and an ordinarily careful practitioner in the same or similar community would do so under the same or similar circumstances;

i. Contain a provision requiring the Subcontractor to provide notices of denials, reductions, discontinuation or termination of services or service coverage consistent with the requirements of Chapter 410, Division 141Oregon Health Plan; including but not limited to:

(1) the Client's right to an administrative hearing, how to obtain a hearing, and representation rules at a hearing;

(2) the Client's right to file grievances and appeals and their requirements and timeframes for filing;

(3) the availability of assistance in filing;

(4) the toll-free numbers to file oral grievances and appeals;

(5) the Client's right to request continuation of benefits during an appeal or administrative hearing filing and, if the Contractor's action is upheld in a hearing, the Client may be liable for the cost of any continued benefits; and

(6) any State-determined provider appeal rights to challenge the failure of the Contractor to cover a service.

j. If Contractor chooses to delegate the grievance and appeal process, except the adjudication of final appeals, Contractor shall require the Subcontractor to have written policies and procedures for accepting, processing and responding to all grievances and appeals from family members, and Clients;

k. Contain a provision that data used for analysis of delivery system capacity, consumer satisfaction, financial solvency, encounter, utilization and quality improvement, and other reporting requirements under this Contract must be provided to Contractor within time frames sufficient to allow Contractor to meet its reporting requirements under this Contract;

l. Contain a provision that requires the Subcontractor to participate in internal or external quality improvement activities of Contract, or those of OHA, if requested to do so;

m. Contain a provision that requires the Subcontractor to provide access to records and facilities as described in this Contract;

n. Contain a provision requiring the Subcontractor to maintain the confidentiality of Client records and information as described in this Contract;

o. Contain a provision that requires the Subcontractor to cooperate with all processes and procedures of child, elder, nursing home, developmentally disabled or mentally ill abuse reporting, investigations, and protective services;

p. Contain a provision that requires Subcontractor to comply with OHA's fraud and abuse policies and reporting requirements, and to cooperate with all processes and procedures of fraud and abuse investigations, reporting requirements, service verification and related activities by Contractor, OHA, or the Department of Justice Medicaid Fraud Control Unit; and

q. Contain a requirement that the Subcontractor shall certify that all claims submissions and/or information received from the Subcontractor are true, accurate, and complete; and that payment of the claims by the Contractor will be from federal and state funds, and therefore any falsification, or concealment of material fact by the Subcontractor when submitting claims may be prosecuted under federal and state laws.

EXHIBIT F

Required Attachments

Attachment 1 – Oregon Health Plan Client Rights

All Oregon Health Plan Clients have the following rights:

- To be treated with dignity and respect.
- To be treated by providers the same as other people seeking health care benefits to which you are entitled.
- To obtain covered substance abuse treatment, family planning, or related services without a referral.
- To have a friend, family member, or advocate present during appointments and at other times as needed within clinical guidelines.
- To be actively involved in the development of your treatment plan.
- To receive information about your condition and covered and non-covered services, to allow an informed decision about proposed treatment(s).
- To consent to treatment or refuse services and be told the consequences of that decision, except for court-ordered services.
- To receive written materials describing rights, responsibilities, benefits available, how to access services, and what to do in an emergency.
- To receive written materials explained in a manner that is understandable to you.
- To receive necessary and reasonable services to diagnose the presenting condition.
- To receive covered services under the OHP which meet generally accepted standards of practice and are medically appropriate.
- To obtain covered preventive services.
- To receive a referral to specialty providers for medically appropriate, covered services.
- To have a clinical record maintained which documents conditions, services received and referrals made.
- To have access to your own clinical record, unless restricted by statute.
- To have your medical records corrected.
- To transfer a copy of your clinical record to another provider.
- To make a statement of wishes for treatment (Advance Directive) and obtain a power of attorney for health care.
- To receive written notice before a denial of, or change in, a service level or benefit is made, unless such notice is not required by federal or state regulations.
- To know how to make a complaint, grievance or appeal and receive a response.
- To request an administrative hearing with the Department of Human Services or Oregon Health Authority.
- To receive a notice of an appointment cancellation in a timely manner.
- To receive adequate notice of DHS/OHA privacy practices.

Attachment 2

Oregon Health Plan Client Responsibilities

All Oregon Health Plan Clients have the following responsibilities:

- To treat all providers and personnel with respect.
- To be on time for appointments made with providers.
- To call in advance if you are going to be late or have to cancel your appointment.
- To seek periodic health exams, check-ups, and preventive services from your medical, dental, or mental health providers.
- To use your PCP or clinic for diagnostic and other care, except in an emergency.
- To obtain a referral to a specialist from the PCP or clinic before seeking care from a specialist, unless self-referral is allowed.
- To use emergency and urgent care services appropriately.
- To give accurate information for inclusion in the clinical record.
- To help the provider or clinic obtain clinical records from other providers. This may include signing a release of information form.
- To ask questions about conditions, treatments and other issues related to your care that you don't understand.
- To use information to make informed decisions about treatment before it is given.
- To help in the creation of a treatment plan with your provider.
- To follow prescribed, agreed-upon treatment plans.
- To tell your provider you have OHP coverage and to show your Oregon Health ID when asked.
- To call OHP Customer Service at 1-800-699-9075, TTY 711 and tell them:
  - If you have a change of address or telephone number;
  - If someone in the family becomes pregnant;
  - Of the birth of a child;
  - If any family members move in or out of the household;
  - If there is any other insurance available and to report any changes in insurance in timely manner.
- To pay for non-covered services you receive.
- To assist OHA to find any other insurance to which you are entitled and to pay OHA the amount of benefits you received as a result of an accident or injury.
- To notify OHA of issues, complaints or grievances.
- To sign a release so that DHS/OHA and your CCO/plan can get information they need to respond to an administrative hearing request in an effective and efficient manner.

Attachment 3 – Client Rights and Responsibilities Statement

1. Contractor will make available, on Contractor's internet and by request in hard copy, the Client Rights and Responsibilities Statement that includes the following:

a. The Contractor's Program will not discriminate against individuals eligible to enroll on the basis of health status or the need for healthcare services.

b. The Contractor's Program will not discriminate against individuals eligible to enroll on the basis of race, color, gender, religion, or national origin, and will not use any policy or practice that has the effect of discriminating on the basis of race, color, gender, religion, or national origin.

2. Contractor shall ensure that FFS Clients are free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliations specified in federal regulations on the use of restrains and seclusion.

3. Client is guaranteed the right to receive information on available treatment options and alternatives, presented in a manner appropriate to the enrollee's condition and ability to understand.

4. Client is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the Contractor and its providers or OHA treat the Program Enrollee.

Attachment 4 – IQA Rates and Metric and Performance Tables

1. Rates for IQA Services to Individual Recipients.

SERVICE	UNIT	RATE
OSH - CONFLICT FREE CASE MANAGEMENT	1 hour	$96.00
FFS -CONFLICT FREE CASE MANAGEMENT	1 hour	$96.00
MEDICAL APPROPRIATENESS REVIEW (POC) - AFH	1 service	$110.00
MEDICAL APPROPRIATENESS REVIEW (POC) - RTH	1 service	$115.00
MEDICAL APPROPRIATENESS REVIEW (POC) - RTF	1 service	$115.00
MEDICAL APPROPRIATENESS REVIEW (POC) - SRTF	1 service	$125.00
QMHP - MEDICAL APPROPRIATENESS REVIEW - PRIOR AUTHORIZATION	1 service	$135.00
MD - MEDICAL APPROPRIATENESS REVIEW / CONSULTATION	1 hour	$650.00
TREATMENT EPISODE MONITORING - AFH	1 service	$90.00
TREATMENT EPISODE MONITORING - RTH	1 service	$90.00
TREATMENT EPISODE MONITORING - RTF	1 service	$90.00
TREATMENT EPISODE MONITORING - SRTF	1 service	$115.00
1915(i) ELIGIBILITY DETERMINATION	1 service	$120.00
RESIDENTIAL CENSUS AND REPORT	1 service	$24,000.00

2. Metrics and Performance.

Work Area: Conflict Free Case Management
Focus Area: Oregon State Hospital
Contract Base Requirement –July 1, 2016 through June 30, 2017
Base Metric = 75% of patients determined discharge ready will discharge within 30 calendar days of determination
Optional pay for performance metric: July 1, 2016 through end of contract. *
Provider will invoice OHA monthly for work performed. Monthly, OHA shall award contractor a one time performance payment of **$500** for each patient assisted to discharge less than **30** days on the ready to transition list (RTT). Not to exceed $5,000 per month / per invoice. or;
Provider will invoice OHA monthly for work performed. Monthly, OHA shall award contractor a one time performance payment of **$700** for each patient assisted to discharge less than **25** days on the ready to transition list (RTT). Not to exceed $7,000 per month / per invoice. or;
Provider will invoice OHA monthly for work performed. Monthly, OHA shall award contractor a one time performance payment of **$800** for each patient assisted to discharge less than **20** days on the ready to transition list (RTT). Not to exceed $8000 per month / per invoice. or;
Provider will invoice OHA monthly for work performed. Monthly, OHA shall award contractor a one time performance payment of **$1000** for each patient assisted to discharge less than **15** days on the ready to transition list (RTT). Not to exceed $10,000 per month / per invoice.
Contract Base Requirement – July 1, 2017 through June 30, 2018
85% of patients who are determined discharge ready will discharge within 25 calendar days of determination
Contract Requirement – July 1, 2018 through contract end date
90% of patients who are determined discharge ready will discharge within 20 calendar days of determination
Scope of Work: Medical Appropriatness Reviews / Treatment Episode Monitoring
Focus Area: Secure Residential Treatment Facilities
Contract Requirement – July 1, 2016 through June 30, 2017
Base Metric = By the end of year one, there will be a 10% reduction from the baseline average length of stay.
Contract Requirement – July 1, 2017 through June 30, 2018
20% reduction from the baseline average length of stay.
Contract Requirement – July 1, 2018 through contract end date
Maintain 180 day average LOS for SRTF
Optional pay for performance metric: July 1, 2016 through end of contract. *
Provider will invoice OHA monthly for work performed. Monthly, OHA shall award contractor a performance payment of **$1000** for each member assisted to discharge to a lower level of care from an SRTF. Not to exceed $10,000 per invoice.

*The one time pay for performance will account for Recipient maintaining a successful lower level (least restrictive placement) for 180 days. If a Recipient returns to RTT within 180 days of initial placement by Contractor, Contractor will not be eligible to receive an additional performance payment for that Recipient if the Recipient returns to the Oregon State Hospital within 180 days of step down.