

February 24, 2022

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a revenue Professional Services Agreement with
Health Share of Oregon, for point of contact provider services.

Contract not to exceed \$1,600,000.00. Funding is provided by Health Share of Oregon
for fee for services.

No County General Funds are involved

Purpose/Outcomes	This Agreement will allow Clackamas County Public Health Division (CCPHD) to get reimbursed for medical services provided to Health Share of Oregon Members.
Dollar Amount and Fiscal Impact	Contract maximum value to \$1.6 Million
Funding Source	Fee for Service - No County General Funds are involved.
Duration	Effective January 1, 2022 and terminates on December 31, 2022
Previous Board Action	No previous board action
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on February 08, 2022 KR
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is a revenue Agreement, competitive process not needed.
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	10534

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of revenue Professional Services Agreement with Health Share of Oregon, for point of Care provider services.

CCPHD provides screening and treatment for Tuberculosis Control, Sexually Transmitted Infections, and Immunization administration and tracking, to include COVID. The tri-counties have worked with Health Share of Oregon to receive reimbursement for services provided to Health Share members enrolled in OHP. Health Share has agreed to pay retroactively to January 1, 2022. Over the term of the Agreement the collective billings for the tri-counties cannot exceed the \$1.6 million contract value.

This Agreement is effective January 1, 2022 and continues through December 31, 2022. This Agreement has been reviewed by County Counsel on February 8, 2022.

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RECOMMENDATION:

Staff recommends the Board approve this Agreement

Respectfully submitted,

Rodney Cook

Rodney A. Cook, Director
Health, Housing, and Human Services

**HEALTH SHARE OF OREGON
AMENDED AND RESTATED
LOCAL PUBLIC HEALTH AUTHORITY SERVICES AGREEMENT**

This Amended and Restated Local Public Health Authority Services Agreement (“Agreement”) is effective as of the A&R Effective date (“Effective Date”) set forth below made by and between Health Share of Oregon, an Oregon nonprofit corporation (“Health Share”), and Clackamas County, by and through its Health, Housing and Human Services Department Public Health Division (“Contractor”).

RECITALS

A. Health Share is a nonprofit organization that operates as a coordinated care organization as such term is defined under Oregon law (“CCO”), and as such, Health Share coordinates health care coverage for enrollees of the Oregon Health Plan (“OHP”) or otherwise;

B. As a CCO, Health Share desires to make advantageous use of the system of public health care and services available through local health departments and other publicly supported programs and to ensure access to public health care and services pursuant to ORS 414.153.

C. Contractor offers public health care and services and is willing to provide such services to Health Share Members; and

D. Health Share desires, in support of improving Member health, to contract with Contractor to provide public health care and services to Health Share Members; and Contractor wishes to provide public health care and services to Health Share Members in support of Health Share’s goals, all in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants and promises contained herein, Health Share and Contractor agree as follows:

**ARTICLE I
DEFINITIONS**

“**Contractor Qualifications**” has the meaning given to that term in Section 2.7.

“**Contracted Services**” has the meaning given to that term in Section 2.1.

“**Core Contract**” means that certain Coordinated Care Organization Contract in effect during the term of the Agreement by and between the State of Oregon, acting through the Oregon Health Authority, and Health Share, as the same may be updated, amended, modified, or supplemented from time to time.

“**Health Share Partner**” means an entity that has entered into an agreement with Health Share titled Integrated Delivery System Participation Contract or an agreement titled Integrated Community Network Participation Contract.

“Medically Necessary” means services and medical supplies required for prevention, diagnosis or treatment of a health condition that encompasses physical or mental conditions, or injuries and are (a) consistent with the symptoms of a health condition or treatment of a health condition; (b) appropriate with regard to standards of good medical practice and generally recognized by the relevant scientific community and professional standards of care as effective; (c) not solely for the convenience of a Member or a provider of the service or medical supplies, and; (d) the most cost effective of the alternative levels of medical services or medical supplies that can be safely provided to a Member.

“Member” means a person who is enrolled in a Plan with Health Share, generally identifiable through a Health Share identification card issued to the person, and who is eligible to receive Contracted Services.

“Plan” means the contract or arrangement that has been established with Health Share, including contracts or arrangements established by federal and state governmental programs, that entitles Members to receive specific Contracted Services through Health Share.

“Practitioners” has the meaning given to that term in Section 2.2.

“Records” has the meaning given to that term in Section 2.11.

ARTICLE II OBLIGATIONS AND REPRESENTATIONS OF CONTRACTOR

2.1 Contracted Services. Contractor will accept Members as patients (as that term may apply) and will provide to Members the Contracted Services listed in the attached and incorporated Exhibit C: Statement of Work and Exhibit D: Compensation Addendums of this Agreement that are Medically Necessary (the “Contracted Services”). Contractor will provide those Contracted Services to Members in an amount, duration and scope that is not less than the amount, duration and scope for the same services provided by Contractor to other individuals who receive services equivalent to those Contracted Services. Contractor will ensure that Contracted Services rendered by Contractor: (i) are within the scope of, and in accord with, as applicable, the Contractor’s and Practitioner’s license and certifications, (ii) are within the scope of privileges granted by Health Share or the applicable Health Share Partner, and (iii) meet the community professional standards relevant to the services provided. Contractor acknowledges that the rights of Members to receive particular services is governed by the terms of therelevant Plan covering the Members. This Agreement is a stand-alone agreement only for those services described in this Agreement and does not supersede or affect Contractor’s other contracts forservices outside the scope of this Agreement.

2.2 Practitioners. Contractor will ensure that all of Contractor’s employed and contracted providers who provide Contracted Services to Members (the “Practitioners”) under this agreement: (i) comply with all of the terms and conditions of this Agreement (unless the context requires otherwise), (ii) if licensed, are credentialed by Contractor prior to providing services to Members and meet Health Share’s credentialing and recredentialing requirements, as applicable, and if non-licensed, have received appropriate training and supervision for the work, and (iii) comply with all requests for information from Health Share related to Practitioners’ qualifications. Contractor will not bill for or be

entitled to receive any compensation for providing any services that are inconsistent with this Agreement or, if applicable, the privileges granted to a particular Practitioner. Contractor will be solely responsible for payment of all wages, salary, compensation, payroll and withholding taxes, unemployment insurance, workers' compensation coverage and all other compensation, insurance and benefits with respect to Practitioners.

2.3 Hours of Operation. Contractor will arrange for provision of Contracted Services during its normal business hours that are not less than the hours of operation offered to Contractor's other patients.

2.4 Equipment and Supplies. At Contractor's own cost and expense, Contractor will supply the required personnel, equipment, instruments, and supplies required to perform the Contracted Services. Contractor will ensure that all equipment, including without limitation medical equipment, used by Contractor in rendering Contracted Services: (i) meets the community standards as the appropriate equipment to be used for the services provided, (ii) is in good working order, (iii) is maintained in accord with the equipment manufacturer's schedule for service and maintenance, and (iv) is utilized or operated only by individuals or technicians with appropriate training and qualifications to operate such equipment. Contractor will not bill for or be entitled to receive any compensation for providing any services if the Contractor's use of the equipment does not meet the requirements of this Section.

2.5 Compliance with Policies and Procedures. Health Share will make available to Contractor any applicable policies and procedures electronically or, by request, on paper that apply to the services offered by Contractor. Contractor agrees to comply with Health Share's policies and procedures and that compliance is necessary to meet the obligations under this Agreement. Health Share may revise and update the policies and procedures from time to time with thirty (30) days' notice to Contractor. Contractor agrees that such revisions will become binding on Contractor at the end of the thirty (30) days' notice period. Notwithstanding the foregoing, the parties understand that if there are any conflicts between the policies and procedures and the Agreement, this Agreement will prevail.

2.6 Reporting Responsibilities. Contractor agrees to promptly provide any reports, information, or documents reasonably requested by Health Share in the form and format requested by Health Share. Such reports may include without limitation, reports regarding utilization, performance measures, quality metrics, Member satisfaction, coordination, expenses, and savings. Contractor represents and warrants that any reports and data provided pursuant to this Section 2.6 will be accurate and complete.

2.7 Qualifications. At all times during the term of this Agreement, Contractor will meet each of the following qualifications ("**Contractor Qualifications**") and ensure that all Practitioners meet those qualifications, as applicable:

2.7.1 Has and maintains in good standing all required or appropriate state and federal licenses, permits, registrations, certifications, approvals, and authorizations if applicable, to provide Contracted Services under this Agreement consistent with state licensure requirements, Medicaid certification and other professional qualifications as applicable. Contractor will furnish evidence of the same to Health Share on request;

2.7.2 Has never been, and is not currently, suspended, debarred, or excluded from any

federal or state funded health care program or from participating in any government procurement or non-procurement contract;

2.7.3 Contractor will comply, as applicable, with Health Share's credentialing or recredentialing criteria then in effect. Contractor will promptly provide information required by Health Share to conduct credentialing or recredentialing.

2.7.4 Contractor will, if applicable, ensure that each Practitioner: (i) meets all requirements for, obtain, and maintain a medical staff appointment and appropriate clinical privileges at a hospital affiliated with Health Share in accordance with such hospital's medical staff bylaws, if applicable; and (ii) complies with such hospital's credentialing policies and procedures and provides all credentials and other necessary information and documents required thereunder to Health Share or its designated agent upon request.

2.7.5 If compliance with any provision of this Agreement would result in the Contractor's or Practitioner's loss of license, Contractor agrees to notify Health Share within thirty (30) days of discovery of such conflict. Contractor will promptly notify Health Share of any action against Contractor's or any Practitioner's professional license to practice, including but not limited to suspension, revocation, or probation. Contractor will also promptly notify Health Share if he or she is convicted of a felony or expelled or suspended from the Medicaid program.

2.8 Representations and Warranties. Contractor represents and warrants to Health Share the following, which warranties are in addition to, and not in lieu of, any other warranties provided herein:

2.8.1 Contractor has the power and authority to enter into and perform the obligations described in this Agreement;

2.8.2 This Agreement, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with the Agreement's terms;

2.8.3 Contractor has the skill and knowledge possessed by well-informed members of Contractor's industry, trade or profession, as applicable, and Contractor will apply that skill and knowledge with care and diligence to perform the Contracted Services in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession, as applicable;

2.8.4 Contractor will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed, if applicable, to perform the Contracted Services.

2.8.5 If Contractor is a business entity (including, by way of example and not limitation, a corporation or limited liability company), Contractor is duly organized, validly existing, and in good standing as a corporation or other entity as represented in this Agreement under the applicable law of such entity's jurisdiction of incorporation, organization, or chartering.

2.8.6 The Contracted Services will be in conformity in all respects with the requirements or specifications stated in this Agreement and the attached and incorporated Exhibit C: Statement of Work and Exhibit D: Compensation Addendums of this Agreement

2.9 External Quality Review; Access to Records and Facilities. Contractor will

cooperate by providing access to records, and if applicable, facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, Contracted Services provided under this Agreement. If copies of such records are required, Contractor will provide those copies at no charge. Contractor will provide timely access to records, and, if applicable, facilities, and cooperate with Health Share in the collection of information through consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with this Agreement, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes. Contractor and Health Share agree to cooperate to ensure that the confidentiality restrictions in 42 C.F.R. Part 2-Confidentiality of Alcohol and Drug Abuse Patient Records, as may be amended from time to time (“42 C.F.R. Part 2”), are complied with prior to any review. The requirements described in this Section 2.9 will survive termination of the Agreement.

2.10 Medical Records. Contractor will develop and maintain a record keeping system that includes without limitation medical records, if applicable, that:

2.10.1 Includes sufficient detail and clarity to permit internal and external review to validate encounter submissions and to assure Medically Necessary services are provided consistent with the documented needs of the Member;

2.10.2 Conforms to accepted professional practice; and

2.10.3 Allows Health Share to ensure that data received from Contractor is accurate and complete by: (i) verifying the accuracy and timeliness of reported data; (ii) screening the data for completeness, logic, and consistency; and (iii) collecting service information in standardized formats to the extent feasible and appropriate.

2.11 Record Retention.

2.11.1 Contractor will retain, and will cause Contractor’s personnel to retain, clinical records for the longer of ten (10) years after the date of service for which claims are made, or for the period required by applicable law. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the retention period, Contractor will retain, and will cause Contractor’s personnel to retain, the clinical records until all issues arising out of the action are resolved.

2.11.2 Contractor will maintain all financial records related to this Agreement in accordance with generally accepted accounting principles. In addition, Contractor will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner 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 Agreement, are collectively referred to as “**Records.**” Contractor acknowledges and agrees that Oregon Health Authority, the Secretary of State’s Office, CMS, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Contractor will retain and keep

accessible all Records for the longer of: (i) ten (10) years following final payment and termination of this Agreement; (ii) the retention period specified in this Agreement for certain kinds of records; (iii) the period required by applicable law, including the records retention schedules set forth in OAR Chapters 410 and 166; or (iv) until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

2.12 Business Associate Agreement; Consent to Disclose, Redisclose. Contractor acknowledges and agrees that protected health information (“PHI”) disclosed by Contractor to Health Share may be used by or disclosed to Health Share Partner pursuant to a business associate agreement between those parties when permissible by law or pursuant to a written consent in compliance with 42 C.F.R. Part 2, as may be amended from time to time. Notwithstanding the foregoing, Health Share and Contractor agree to comply with any and all applicable privacy laws including without limitation, 42 C.F.R. Part 2, if applicable.

2.12.1 Contractor will obtain Member’s written consent, as required by 42 C.F.R. Part 2 and as may be specified by Health Share, to allow Member’s patient identifying information to be disclosed by Contractor to the Health Share Partners and redisclosed by the Health Share Partners to Health Share and the State of Oregon, only as such disclosure and redisclosure is required by this Agreement, federal and Oregon law, and at Health Share’s reasonable request.

2.13 Subrogation. Contractor will subrogate to Health Share any and all claims Contractor has or may have against any third parties related to the Contracted Services provided to Members, including manufacturers, wholesale or retail suppliers, sales representatives, testing laboratories, or other providers in the design, manufacture, marketing, pricing, or quality of drugs, pharmaceuticals, medical supplies, medical devices, durable medical equipment, or other products.

2.14 Compliance with Applicable Law. Contractor will comply and cause all of Contractor’s personnel to comply with all Federal, State, and local laws, regulations, executive orders and ordinances.

2.15 Informed Consent; Dignity and Respect. Contractor will inform Members about available treatment options and alternatives in a manner appropriate to the Member’s condition and ability to understand. Contractor will ensure that Contractor’s personnel treat Members with respect and with due consideration for their dignity and privacy to the same extent as all of Contractor’s other patients who receive services equivalent to Contracted Services.

2.16 Grievances. Contractor and Contractor’s Practitioners will comply with the grievance policies and procedures, as applicable.

2.17 Non-Covered Services. Contractor will advise a Member of any service, treatment, or test that that is recommended as medically appropriate for the Member in accord with the community standards of the medical profession, even if the service, treatment, or test is not covered under the Plan. This Agreement, and the fact of whether the Plan happens to provide coverage of any particular service, treatment or test, does not alter a Contractor’s duty to exercise professional skill and judgment in accord with the prevailing community standards applicable to Contractor in advising and treating Members relative to that service, treatment, or test. Contractor acknowledges that this Agreement may not be interpreted to require Contractor to deny care to a Member for services that are not covered under the Plan. Contractor will not bill a Member for any service, treatment, or test not covered by the

Plan unless all of the following conditions have been met: (i) Contractor has provided a clear written disclosure in advance to the Member indicating that the service, treatment or test is not covered by the Plan; (ii) Contractor has obtained a written consent from the Member acknowledging that the service, treatment or test is not covered and consenting to the service; (iii) such billing is permitted under the Plan; and (iv) such billing is not prohibited by law.

2.18 Nondiscrimination. Contractor will not discriminate in the provision of services to Members on the basis of enrollment in the Plan, race, color, national origin, ethnicity, ancestry, religion, sex, marital status, sexual orientation, mental or physical disability, medical condition or history, age or any other category protected under state or federal law.

2.19 Compliance with Health Care Programs. Contractor acknowledges that Contractor is subject to, and will comply with utilization management, quality assurance, and fraud and abuse programs of Health Share. Contractor and Contractor's Practitioners agree to cooperate with the Medical Directors of Health Share in the Medical Directors' review of, and in the establishment of programs, policies and procedures to, improve the quality of care delivered to Members.

2.20 Oregon Health Plan Addendum. The terms and conditions set forth in the attached Oregon Health Plan Addendum are incorporated and made a part of this Agreement.

2.21 Equal Employment Opportunity. In addition to the Equal Employment Opportunities in the Oregon Health Plan Addendum, Contractor agrees that if, at any time during the term of this Agreement, Contractor has employees and will earn more than \$75,000 as a result of this Agreement, Contractor will not:

2.21.1 Discriminate against any employees or applicants on the basis of race, color, religion, sex, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or source of income;

2.21.2 Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;

2.21.3 Coerce the political activity of any person;

2.21.4 Deceive or willfully obstruct anyone from competing for employment;

2.21.5 Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of another person;

2.21.6 Give improper preference or advantage to anyone so as to improve or injure the employment prospects of that person or any other employee or applicant.

ARTICLE III COMPENSATION AND BILLING

3.1 Compensation. Health Share will compensate Contractor for the Contracted Services that Contractor provides under this Agreement, which is set forth in the Exhibit C: Statement of Work and Exhibit D: Compensation Addendums attached to and incorporated to this Agreement. Contractor will be entitled to the amounts and types of compensation described in that Addendum for furnishing

Contracted Services to Members in accordance with the terms and conditions of this Agreement. Contractor agrees to accept as payment in full for Contracted Services furnished to Members the compensation described in this Agreement.

3.2 Billing. In order to receive funds, Contractor must prepare and submit monthly invoices to Health Share that document the expenses that Contractor incurred during the previous month in its performance of the activities described in the Exhibit C: Statement of Work. Health Share will not reimburse Contractor for any expenses included in an invoice in which the services provided are more than sixty (60) days from the date of service. Invoices must be submitted to one of the following addresses:

vendorinvoice@healthshareoregon.org

OR

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

Health Share shall disburse funds to cover expenses shown on an invoice within thirty (30) calendar days of receiving the invoice, assuming continued compliance with the terms and conditions of the forthcoming agreement, including any benchmarks established in the Exhibit C: Statement of Work, and provided that Contractor has submitted the invoice in accordance with forthcoming agreement and Health Share has determined that the amounts shown on the invoice represent amounts that should be properly incurred in the performance of the activities described in the Exhibit C: Statement of Work.

ARTICLE IV RELATIONSHIP OF THE PARTIES

4.1 Independent Parties. The parties to this Agreement are independent parties, and nothing in this Agreement will be construed or be deemed to create between them any relationship of principal and agent, partnership, joint venture, or any relationship other than that of independent parties. No party to this Agreement, nor the respective agents or employees of either party, will be required to assume or bear any responsibility for the acts or omissions, or any consequences thereof of the other party under this Agreement. No party to this Agreement, nor the respective agents or employees of either party, will be liable to other persons for any act or omission of the other party in performance of their respective responsibilities under this Agreement.

4.2 Tax Obligations. Contractor will be responsible for appropriate management of all federal and state obligations applicable to compensation or payments paid to Contractor under this Agreement.

ARTICLE V TERM AND TERMINATION

5.1 Term of Agreement. When executed by both parties, this Agreement will become effective as of the Effective Date and will continue in effect for one (1) year from that date unless otherwise terminated pursuant to this Agreement.

5.1.1 Both parties agree to reassess the terms of this agreement not less than three (3) months before the end of the term and determine whether the parties desire to renew the Agreement for additional terms.

5.2 Termination on Default. In the event Health Share or Contractor should materially default in the performance of any obligation imposed by this Agreement, the non-defaulting party may elect to provide the defaulting party with written notice describing the facts and circumstances of the default. After providing such notice, the non-defaulting party may elect, by written notice to the defaulting party, to terminate this Agreement if the defaulting party has not cured any default within thirty (30) days following the defaulting party's receipt of the applicable default notice; provided, however that with respect to any default covered by this subsection which reasonably requires additional time to cure, such failure will not result in a termination of the Agreement so long as the defaulting party has commenced performance of a cure within the stated cure period and diligently pursues such cure to completion.

5.3 Immediate Termination by Health Share. Notwithstanding any other term in this Agreement to the contrary, Health Share may immediately terminate this Agreement or the participation of any individual health care provider providing services for Contractor pursuant to this Agreement on delivery of written notice to Contractor if any of the following occurs:

5.3.1 Contractor does not fully meet all Contractor Qualifications set forth in Section 2.7 of this Agreement;

5.3.2 Any of Contractor's contracted, employed, leased, owned or controlled personnel providing or assisting in the provision of Contracted Services is excluded, debarred, suspended or declared ineligible to participate in any federal health care program, or in any federal procurement or non-procurement program;

5.3.3 Contractor receives a criminal conviction of any kind.

5.3.4 The dissolution, reorganization or sale of or change in control of Contractor.

5.3.5 If Contractor: (i) voluntarily files a petition in or for bankruptcy or reorganization; (ii) makes a general assignment or another arrangement for the benefit of creditors; (iii) is adjudged bankrupt; (iv) has a trustee, receiver or other custodian appointed on its behalf; or (v) has any other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding commenced against it.

5.3.6 Contractor fails or refuses to provide or arrange for the provision of Contracted Services to Members in a professionally acceptable manner.

5.3.7 Professional liability or other liability insurance covering Contractor, as required by this Agreement, is terminated without replacement coverage being obtained in amounts required by this Agreement.

5.3.8 Contractor's knowing or deliberate submission of false or misleading billing information to Health Share or any Health Share Partner.

5.3.9 Health Share determines in Health Share's sole discretion that Contractor is in

violation of or has failed to comply with any of the requirements of this Agreement that are not curable by Contractor due to their nature.

5.4 Termination without Cause. The parties agree that they are contracting at will. Either Health Share or Contractor may terminate this Agreement without cause upon ninety (90) days' advance written notice to the other party. However, such termination will not relieve either party of any contractual obligation(s) incurred prior to the Effective Date of the termination.

5.5 Change in Law. In the event state or federal laws are enacted, or state or federal regulations are promulgated which, in the opinion of Health Share, make this Agreement illegal under such laws or regulations, or this Agreement is otherwise deemed by appropriate state or federal governmental authorities to violate such laws or regulations, this Agreement will immediately be amended to comply with such laws or regulations or be terminated.

5.5.1 This Agreement shall immediately terminate as appropriate in the event the State of Oregon changes the requirements under ORS 414.153 to no longer require funding by CCOs or these services are determined to be funded through a new revenue source.

5.6 Continuity of Care. In the event of termination of this Agreement, the following provisions will apply to ensure continuity of the Contracted Services to Members. Contractor will ensure:

5.6.1 Continuation of Contracted Services to Member for the period during which Health Share Partner has paid Compensation to Contractor, including inpatient admissions up until discharge;

5.6.2 Orderly and reasonable transfer of Member care in progress, whether or not those Members are hospitalized;

5.6.3 Timely submission of information, reports and records, including encounter data, required to be provided to Health Share and Health Share Partners during the term of this Agreement;

5.6.4 Timely payment of valid claims for services to Members for dates of service included within the term of the Agreement; and

5.6.5 If Contractor continues to provide services to a Member after the date of termination of this Agreement, Health Share will have no responsibility to (i) pay for such services; (ii) notify Members of the termination of this Agreement; and (iii) direct Members to other participating providers or contractors.

ARTICLE VI INDEMNIFICATION

6.1 Indemnification by Health Share. Health Share hereby covenants and agrees to indemnify, protect, defend and hold Contractor and its officers, directors, shareholders and employees (collectively, "Contractor Parties") harmless from and against all direct and indirect losses, damages, costs, expenses, attorneys' fees, fines, judgments, liens and other sums incurred by Contractor Parties

resulting from Health Share's gross negligence, willful misconduct or violation of applicable law. Such amount will be payable by Health Share upon demand of Contractor. However, the foregoing indemnity will not apply if and to the extent that any such loss, damage, cost, expense, fines, judgments, liens, liability, and other sums, including without limitation attorneys' fees, were incurred by Contractor as a result of Contractor's, Practitioner's, gross negligence, willful misconduct, or violation of applicable law or breach of any of their representations, warranties, or obligations under this Agreement.

6.2 Indemnification by Contractor. Contractor hereby covenants and agrees to indemnify, protect, defend and hold harmless, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution: (i) Health Share, (ii) the Health Share Partners, and (iii) Health Share's and the Health Share Partners' officers, directors, shareholders and employees, from and against all direct and indirect losses, damages, costs, expenses, attorneys' fees, fines, judgments, liens and other sums incurred by Health Share or the Health Share Partners resulting from or in any way connected to: (i) the Contractor's, Practitioners', or gross negligence, willful misconduct, violation of applicable law, or breach of this Agreement, or (ii) malpractice or other errors and omissions by Contractor's, , or Practitioners' provision of medical or health care goods and/or services. Such amount will be payable by Contractor upon demand of HealthShare or any Health Share Partner, or within a reasonable period of time. The foregoing indemnities will not apply if and to the extent that any such loss, damage, cost, expense, fines, judgments, liens, liability, and other sums, including without limitation attorneys' fees, were incurred by Health Share or the Health Share Partner as a result of Health Share's or the Health Share Partner's gross negligence, willful misconduct, or violation of applicable law or violation of Health Share's the Health Share Partner's obligations under this Agreement.

ARTICLE VII INSURANCE

7.1 Insurance. Contractor will procure and maintain, at Contractor's sole expense, and keep in force, at least the types and amounts of insurance coverage as set forth in the attached and incorporated Exhibit C: Statement of Work and Exhibit D: Compensation Addendums of this Agreement. Evidence of insurance coverage required under this Section 7.1 will be made available to Health Share on request. Contractor will provide Health Share at least fifteen (15) days' advance written notice of revocation, suspension, reduction, limitation, probationary or other disciplinary action taken on any of Contractor's required insurance coverage. Proof of self-insurance for the required types and amounts of coverage satisfies this section.

7.2 Claims, Incidents, Suits and Disciplinary Actions. Contractor agrees to promptly report to Health Share any claim made, suit filed, or disciplinary action commenced against Contractor or Contractor's personnel relating to the provision of Contracted Services under this Agreement.

7.3 Workers' Compensation. If Contractor employs subject workers, as defined in ORS § 656.027, Contractor will comply with ORS § 656.017, and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS § 656.126(2).

ARTICLE VIII DISPUTES AND COMPLAINTS

8.1 Arbitration. Except as otherwise provided in Section 8.2, any dispute, controversy, or claim arising out of the subject matter of this Agreement will be settled by arbitration before a single arbitrator in Portland, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business and healthcare law. The arbitration will be initiated by filing a claim with Arbitration Service of Portland and will be conducted in accordance with the then-current rules of Arbitration Service of Portland. The resolution of any dispute, controversy, or claim as determined by the arbitrator will be binding on the parties. Judgment on the award of the arbitrator may be entered by any party in any court having jurisdiction.

8.2 Compelling Arbitration. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any dispute, controversy, or claim. Any such action, suit, or proceeding will be litigated in courts located in Multnomah County, Oregon. For the purposes of the preceding sentence, each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon. If a claim must be brought in a federal forum, then it will be conducted solely and exclusively within the United States District Court for the District of Oregon.

8.3 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

ARTICLE IX GENERAL PROVISIONS

9.1 Amendments.

9.1.1 Mutual Amendment. The terms of this Agreement may be amended from time to time in a writing signed by Health Share and Contractor.

9.1.2 Notice Amendments. Health Share may amend this Agreement by providing sixty (60) calendar days' written notice to Contractor of the amendment to the Agreement ("Notice Amendment"). Contractor may reject Notice Amendments by terminating this Agreement in accordance with terms for termination described above. If no notice of termination is received by Health Share, Notice Amendments will be binding upon Contractor at the end of the sixty (60) calendar-day period, and this Agreement will be deemed amended as of that date, or as of the date specified in the Notice Amendment, even if not signed by Contractor. The aforementioned notice requirements do not apply to Health Share's policies and procedures that may be updated from time to time. Such policies and procedures will be available to Contractor electronically or, by request of Contractor, on paper, and Health Share shall notify Contractor when policies and procedures change.

9.1.3 Amendments Required by Law. Health Share may modify this Agreement immediately to comply with changes in state or federal laws or regulations, as described in Section 5.5 of this Agreement. Such amendments do not require consent of Contractor and will be effective immediately on notice to Contractor of the effective date thereof. Health Share will provide notice to

Contractor of such amendments as soon as reasonably possible.

9.2 Notices and Communications between the Parties.

9.2.1 Certain Notices Required Under This Agreement. The following notices must be sent via overnight delivery with delivery confirmation or certified mail, return receipt requested:

- (a) All notices for termination of this Agreement; and
- (b) All requests for mediation and/or arbitration.

9.2.2 All Other Notices and Communications. All other notices and communications between the parties which are necessary for the proper administration of this Agreement (including notices required within this Agreement which are not included in Section 9.2.1 above) may be communicated via regular U.S. mail, confirmed facsimile or confirmed electronic mail.

9.2.3 Confidential and Protected Health Information. If a notice or communication includes information which is confidential or proprietary to either or both parties and/or which includes PHI as defined under HIPAA, then the following restrictions must be observed when communicating such information:

- (a) U.S. Mail/Certified Mail/Overnight Delivery: no additional requirements.
- (b) Facsimile Transmission: The information must be prefaced by a formal cover sheet noting the confidentiality of such information.
- (c) Web Site: Not a permitted method of notice or communication for confidential information and PHI, unless the Web Site is secure or the information appropriately encrypted.
- (d) Electronic Mail: Not a permitted method of notice or communication for confidential information and PHI, unless the electronic mail is secured or the information is appropriately encrypted.

9.2.4 Address for Notices. Notices to Contractor will be sent to: (i) the facsimile or postal address of Contractor's billing service location or any other revised postal address or facsimile provided by Contractor to Health Share in writing; or (ii) the electronic mail address designated by Contractor for electronic notices. Notices to Health Share will be sent to:

Health Share of Oregon
Attention: Contract Department
2121 SW Broadway, Suite 200
Portland, Oregon 97201

Or any revised address provided to Contractor in writing. The facsimile, postal address or electronic mail address for notice may be changed on prior written notice to the other party.

9.2.5 When Made. For notices described under Section 9.2.1 above, the notice will be deemed to have been made on the date it was delivered. For notices and communications described

under Section 9.2.2, the notice or communication will be deemed to have been made when sent or emailed and confirmed.

9.3 Assignment of Contract, Successors in Interest, Subcontractor.

9.3.1 Health Share may assign or transfer Health Share's interest in this Agreement without prior consent of Contractor.

9.3.2 Contractor will not assign or transfer Contractor's interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of Health Share. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Health Share may deem necessary. No approval by Health Share of any assignment or transfer of interest will be deemed to create any obligation of Health Share in addition to those set forth in this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

9.3.3 Contractor will obtain Health Share's written approval prior to entering into any agreements with or otherwise engaging any persons, including all subcontractors and affiliates of Contractor other than Contractor's employees or Practitioners to provide any Contracted Services (each approved subcontractor or other third party a "Permitted Subcontractor"). Health Share's approval will not relieve Contractor of Contractor's obligations under this Agreement, and Contractor will remain fully responsible for the performance of each such Permitted Subcontractor and Permitted Subcontractor's employees and for their compliance with all the terms and conditions of this Agreement as if they were Contractor's own employees. Nothing contained in this Agreement will create any contractual relationship between Health Share and any Contractor subcontractor or supplier.

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

(c) **Entire Agreement; Amendments.** This Agreement, together with all Statements of Work, Compensation Addendums, Exhibits, schedules, attachments, and any other documents incorporated into this Agreement by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Statement of Work, Compensation Addendum, or other Exhibit, the following order of precedence will govern: (a) first, this Agreement, exclusive of the Agreement's Exhibits; (b) second, the applicable Statement of Work; third, the applicable Compensation Addendum; and (d) fourth, any Exhibit to this Agreement. This Agreement may only be amended pursuant to the provisions described in Section 9.1.

9.5 Confidential Business Information. Contractor agrees not to disclose to any third party any Confidential Information, as defined in this Section 9.6 that is disclosed to Contractor as a result of Contractor's participation in this Agreement. "Confidential Information" will mean all information provided by one party to this Agreement to another in connection with this Agreement, which is designated as "Confidential." Confidential Information includes, without limitation,

information relating to a party's trade secrets, research and development, inventions, know-how, software (including source code and object code), procedures, purchasing, accounting, marketing, patients, customers, suppliers, financial status, or employees whether designated as "Confidential" or not. Each party agrees that it will not make use of, disseminate, disclose or in any way circulate any Confidential Information supplied to or obtained by such party in writing, orally or by observation, except as expressly permitted by this Agreement or as required by law or order of a court or administrative agency having jurisdiction. Confidential Information may be used as necessary to perform the services required under this Agreement and may be disclosed by a party to this Agreement to its own employees that require access to such Confidential Information for the purposes of this Agreement. This paragraph does not prevent disclosure in connection with an audit or survey in the normal course of business by regulatory authorities, certified public accountants, accrediting institutions and the like; provided the recipient is under a duty to protect the confidentiality of the information disclosed.

9.6 Waiver. The waiver of any provision of this Agreement will only be effective if set forth in writing and signed by the waiving party. Any such or other waiver will not operate as, or be deemed to be, a continuing waiver of the same or of any other provision of this Agreement.

9.7 Third-Party Rights. The parties do not intend the benefits of this Agreement to inure to any third person not a signatory to this Agreement. The Agreement will not be construed as creating any right, claim, or cause of action against any party by any person or entity not a party to this Agreement except as otherwise described in this Agreement.

9.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all counterparts together will constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission will be deemed to have the same legal effect as deliver of an original signed copy of the Agreement.

The foregoing terms are agreed to by the parties.

Health Share of Oregon

Clackamas County

By: _____

By: _____

Print Name: James Schroeder

Print Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____

Approved as to form: *Kathleen Rastetter* 2/8/2022

EXHIBIT A:
Health Share of Oregon Plan Partners

Listed below are the Plan Partners which are contracted with Health Share, as referenced herein. Health Share will notify Contractor if this list changes.

CareOregon, Inc.
Kaiser Foundation Health Plan
Providence Health Assurance
Oregon Health and Science University
PacificSource Community Solutions

**Exhibit B:
OREGON HEALTH PLAN ADDENDUM**

The Core Contract requires certain additional provisions to be included in the agreement between Health Share and County. As such, County will comply with and cause any subcontractor of County to comply with, all of the provisions in this Oregon Health Plan (OHP) Addendum to the extent they are applicable to the services provided by County. If County subcontracts any functions of the Agreement, County will ensure that any subcontracts include all of the requirements set forth in this OHP Addendum. Capitalized terms used in this OHP Addendum that are not otherwise defined in this OHP Addendum or the Agreement have the meanings given to them in the Core Contract. Health Share may undertake any duties under this Addendum either directly or through Health Share's arrangement with a Plan Partner. Similarly, County will cooperate with and afford to any Plan Partner the same rights and obligations that the County owes to Health Share under the Agreement and the OHP Addendum. Therefore, references throughout this OHP Addendum to rights and obligations that County owes to Health Share should also be read to include an obligation to afford those same rights and obligations to a Plan Partner, unless the context suggests otherwise. References to "Medically Necessary" in the main body of the Agreement have the same meaning as "Medically Appropriate," as that term is defined under the statutes and regulations implementing the Oregon Health Plan.

- 1. General Commitment to Comply with Terms of Core Contract.** County has been given a copy of the Core Contract. County agrees to comply with all requirements, terms, conditions, commitments, responsibilities, and obligations applicable to a "Subcontractor" or a "Participating Provider," as those terms are defined and applied in the Core Contract, to the extent they are applicable to the services provided by County under this Agreement.
- 2. Continuum of Care.** County shall participate in activities to develop, support, and promote Health Share's efforts to support a Continuum of Care that integrates Behavioral Health, Oral Health, and physical health interventions seamlessly and holistically. County shall support and assist Health Share in activities supporting the Continuum of Care that integrate health services by means of the activities set forth in Exhibit B, Part 4, Sections 1.b.1 through 1.b.6 of the Core Contract.
- 3. Prepaid Managed Care Health Services.** County shall coordinate the services that County furnishes its Members with the services the Member receives from any other prepaid managed care health services organization to avoid duplication of services as required by 42 C.F.R. § 438.208(b)(2) and (5).
- 4. Care Coordination.** County shall support and assist Health Share, as requested by Health Share, in meeting its care coordination obligations under Exhibit B, Part 4, Section 8 of the Core Contract.
- 5. Access to Records and Facilities.** County must maintain its records and allow access to all records, documents, information, systems, and facilities in accordance with Exhibit D, Section 15 of the Core Contract.
- 6. No Billing for Non-Covered Services.** County will not bill Members for services that are not covered under the Core Contract unless there is a full written disclosure or waiver on file signed by the Member, in advance of the service being provided, in accordance with OAR 410-120-1280.
- 7. Readiness and Ability to Perform Services.** County shall cooperate and assist with Health Share's evaluation and documentation of County's readiness and ability to perform the services hereunder.

- 8. Audit by OHA.** County will provide timely access to records and facilities and cooperate with OHA Health Share in collection of information through consumer surveys, onsite reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with the Core Contract, including but not limited to verification of services actually provided, compliance with medical and other records security and retention policies and procedures, and for developing and monitoring performance and outcomes.
- 9. Performance Monitoring.** County will cooperate with Health Share's policies, procedures, and actions, and will comply, as requested, with a Health Share request for information, documentation, reporting and access that permit Health Share to monitor County's performance on an ongoing basis and, as necessary, to perform a formal review of County's compliance with delegated responsibilities and performance, and to identify any deficiencies or areas for improvement, in accordance with 42 CFR 438.230. On identification of deficiencies or areas for improvement, County will be required to develop and implement a time specific plan for the correction of identified areas of noncompliance or substandard performance.
- 10. Revocation of the Delegation of Activities or Obligations.** Health Share may revoke the delegation of activities or obligations and pursue the remedies contemplated by this Agreement in instances where OHA or Health Share has determined County has breached the terms of this Agreement.
- 11. Federal Managed Care Requirements.** County will comply with the payment, withholding, incentive and other requirements of 42 CFR § 438.6 that are applicable to any services or supplies provided by County under this Agreement.
- 12. Valid Claims.** As applicable, County will submit to Health Share valid claims for services including all the fields and information needed to allow the claim to be processed without further information from the personnel providing services under this Agreement within timeframes for valid, accurate encounter data submission as required under Exhibit B, Part 8 and other provisions of the Core Contract.
- 13. Criminal Background Checks.** County will conduct criminal background checks on all County personnel in advance of County personnel providing Services under this Agreement.
- 14. Program Integrity.**
 - a. County will comply with and perform all the same obligations, terms, and conditions of Health Share as set forth in Exhibit B, Part 9 of the Core Contract.
 - b. Health Share is in the process of developing a policy setting forth procedures for assessing sanctions and civil monetary penalties against subcontractors. Health Share agrees to provide County with a copy of the policy when it is finalized and amend this Agreement to include the policy in Exhibit F.
 - c. County will also have its own fraud and abuse policies and procedures and a mandatory compliance plan, in accordance with OAR 410-120-1510, 42 CFR 433.116, 42 CFR 438.214, 438.600 to 438.610, 438.808, 42 CFR 455.20, 455.104 through 455.106 and 42 CFR 1002.3, as applicable, which enable County to prevent and detect fraud and abuse activities as such activities relate to the OHP. County will review County's fraud and abuse policies annually.

- d. Unless expressly provided otherwise in Exhibit B, Part 9 of the Core Contract, County shall report any suspected Fraud, Waste, or Abuse to Health Share no more than five (5) business days after becoming aware of the suspicious case;
- e. County will cooperate, and require its subcontractors to cooperate, with Health Share, Health Share Partners, PAU and the MFCU investigators during any investigation of fraud or abuse. County will permit Health Share, Health Share Partners, OHA, CMS, the DHHS Inspector General, PAU, MFCU to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of County or by or on behalf of any subcontractor, as required to investigate an incident of fraud and abuse. County will provide copies of reports or other documentation regarding the suspected fraud or abuse at no cost to Health Share, Health Share Partners, PAU or MFCU during an investigation.
- f. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by Oregon Tort Claims Act, County shall indemnify Health Share for Sanctions imposed by OHA on Health Share to the extent the reason for the imposition of Sanctions by OHA under Exhibit B, Part 9, Sections 2 and 3 of the Core Contract is reasonably attributable to the action or inaction of County, provided however that before requiring County to indemnify Health Share for Sanctions, Health Share will follow the procedures set forth in Health Share's sanctions and civil monetary penalties policy and provided further that under no circumstances will County be required to indemnify Health Share for any share of Sanctions assessed against Health Share that are not caused by the actions or inactions of County.
- g. County shall support and assist Health Share in the implementation of temporary management mechanisms, to the extent Health Share is required, in accordance with Exhibit B, Part 9, Section 5 of the Core Contract, to implement and impose such mechanisms.
- h. If OHA requires Health Share to develop and implement a CAP, as described in Exhibit B, Part 9, Section 6 of the Core Contract, County shall support and assist Health Share in developing and implementing the CAP and meeting its reporting obligations under the CAP, to the extent the issues and factors contributing to the breach that gave rise to the CAP are attributable, in whole or in part, in Health Share's sole discretion, to the action or inaction of County.
- i. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by Oregon Tort Claims Act, County shall indemnify Health Share for any civil money penalties that have been assessed by OHA pursuant to Exhibit B, Part 9, Section 7 of the Core Contract to the extent the reason for the imposition of civil money penalties is reasonably attributable to the action or inaction of County, provided however that before requiring County to indemnify Health Share for civil money penalties, Health Share will follow the procedures set forth in Health Share's sanctions and civil monetary penalties policy and provided further that under no circumstances will County be required to indemnify Health Share for any share of the civil money penalties assessed against Health Share that are not caused by the actions or inactions of County.
- j. County shall support and assist Health Share in meeting the requirements set forth in Exhibit, Part 9, Section 8 of the Core Contract, as requested by Health Share, when indemnification, support or assistance by County is required under Exhibit D, Sections 17.f - 17.j of this

Agreement.

- k. County shall develop and implement Fraud, waste, and Abuse prevention policies in accordance with Exhibit B, Part 9, Section 10 of the Core Contract.
- l. County shall comply with the terms and conditions applicable to “Contractor” set forth in Exhibit B, Part 9, Sections 11-18 of the Core Contract provided, however, that instead of submitting documentation or making reports to OHA, County shall report to Health Share only, and not OHA.

15. Abuse Reporting. County will comply with all patient abuse reporting requirements and fully cooperate with the State for purposes of ORS 410.610 et seq., ORS 419B.010 et seq., ORS 430.735 et seq., ORS 433.705 et seq., ORS 441.630 et seq., and all applicable rules associated with those statutes. Furthermore, County will comply with all protective services, investigation and reporting requirements described in OAR 943-045-0250 through 943-045-0370 and ORS 430.735 through 430.765.

16. Transparency: Public Posting of Contract Reports. Health Share is obligated under the terms of the Core Contract to submit a number of reports to OHA. Such reports may contain information reported to Health Share by County. As described in Exhibit D, Section 14 of the Core Contract, all reports required to be submitted by Health Share to OHA will be made readily available to the public on OHA’s website. However, Health Share will have the opportunity to redact all information protected from disclosure under Applicable Laws, including Trade Secrets as such term is defined under ORS 192.345. County shall assist and cooperate with Health Share in reviewing the reports and determining whether any County-reported information can be redacted and protected from disclosure under Applicable Laws.

17. Timely Access to Care. County shall, and shall require its subcontractors to, meet standards for timely access to care and services, as set forth in the Core Contract and OAR 410-141-3220, which includes, without limitation, providing services within a time frame that considers the urgency of the needs for services and offering hours of operation that are not less than the hours of operation offered to County’s commercial patients (as applicable). County shall arrange for the provision of Services to Members during normal office hours that are not less than the hours of operation offered to County’s other clients. County shall prioritize timely access to care for Prioritized Populations and shall meet the timely access standards set forth in Exhibit B, Part 4, Section 2.a of the Core Contract. County shall report information relating to barriers to access to care for Members, as requested by Health Share, and support and assist Health Share in drafting a report of the barriers to access to care and a strategic plan for removing such barriers.

18. Reporting of Preventive Services. If County provides any Preventive Care Services, County will report all services provided to Members to Health Share or Plan Partner to which the Member has been assigned for purposes of Health Share’s or Plan Partner’s Medical Case Management and Record Keeping responsibilities.

19. Reporting to OHA of Admissions or Discharges. If the services provided by County under this Agreement includes providing substance use disorder services or Mental Health Services, County will provide to OHA, within 30 days of admission or discharge, with all information required by OHA’s most current reporting system, currently “Measures and Outcomes Tracking System” (“MOTS”).

20. Required Background and Training for Substance Use Disorders. If the services provided by

County under this Agreement includes the evaluation of Members for access to and length of stay in substance use disorder services, County will ensure that County's personnel providing such services have the training and background in substance use disorder services and working knowledge of American Society of Addiction Medicine ("ASAM") Patient Placement Criteria for the Treatment of Substance-Related Disorders, Second Edition-Revised ("PPC-2R"). County shall participate with OHA in a review of data about the impact of those criteria on service quality, cost, outcome and access.

- 21. Required Training in Integration and Foundations of Trauma Informed Care.** County will ensure that County's personnel providing services under this Agreement are trained in integration, and Foundations of Trauma Informed Care (<http://traumainformedoregon.org/tic-intro-training-modules/>). County shall provide regular, periodic oversight and technical assistance on these topics to County's personnel providing services under this Agreement.
- 22. Required Training in Recovery Principles and Motivational Interviewing.** County will ensure that County's personnel providing services under this Agreement are trained in recovery principles and motivational interviewing. County shall provide regular, periodic oversight and technical assistance on these topics to Practitioners and County personnel providing services under this Agreement.
- 23. Trauma Informed Framework.** If the services provided by County under this Agreement includes the developing of Individual Service and Support Plans for Members, County will ensure that County's personal providing such services assess for Adverse Childhood Experiences, trauma, and resiliency in a Culturally and Linguistically Appropriate manner, using a Trauma Informed framework.
- 24. Drug Addiction Treatment Waivers.** If applicable, County will ensure that County's personnel providing services under this agreement who have a waiver under the Drug Addiction Treatment Act of 2000 and 42 CFR Part 8 are permitted to treat and prescribe buprenorphine for opioid addiction in any appropriate practice setting in which they are otherwise credentialed to practice and in which such treatment would be Medically Appropriate.
- 25. Substance Use Disorder Personnel to Provide Information about Community Resources.** If the services provided by County under this Agreement includes providing substance use disorder services, County will ensure that County's personnel providing such services will provide to Member, to the extent of available community resources and as clinically indicated, information and referral to community services which may include, but are not limited to: child care, elder care, housing, transportation, employment, vocational training, educational services, mental health services, financial services, and legal services.
- 26. No Marketing.** County may not initiate contact or Market independently to Potential Members, directly or through any agent or independent contractor, in an attempt to influence a Client's Enrollment with Health Share or any other entity, without the express written consent of OHA. County may not conduct, directly or indirectly, door-to-door, telephonic, mail, electronic, or other Cold Call Marketing practices to entice the Client to enroll with any entity, or to not enroll with another contractor. County may not seek to influence a Client's Enrollment with Health Share or any other entity in conjunction with the sale of any other insurance.
- 27. Third Party Liability Recovery.** County will provide, in a timely manner upon request, as requested by Health Share in accordance with a request by OHA, or as may be requested directly by OHA, with all Third-Party Liability eligibility information and any other information requested by OHA or Health

Share, as applicable, in order to assist in the pursuit of financial recovery. County may not refuse to provide Services, to a Member because of a Third-Party potential liability for payment for the Service. County will comply with 42 USC 1395y(b), which gives Medicare the right to recover its benefits from employers and workers' compensation carriers, liability insurers, automobile or no-fault insurers, and employer group health plans before any other entity including County. County acknowledges that where Medicare and Health Share have paid for services, and the amount available from the Third-Party Liability is not sufficient to satisfy the Claims of both programs to reimbursement, the Third-Party Liability must reimburse Medicare the full amount of its Claim before any other entity including County may be paid. County acknowledges that if the Third-Party has reimbursed Health Share or County, or if a Member, after receiving payment from the Third-Party Liability, has reimbursed Health Share or County, Health Share or County must reimburse Medicare up to the full amount that Health Share or County received, if Medicare is unable to recover its payment from the remainder of the Third-Party Liability payment.

28. External Quality Review. In conformance with 42 CFR 438 Subpart E, County will cooperate with OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, the services provided under this Agreement and releasing its right to subrogation in a particular case.

29. Member Rights Under Medicaid. County shall have written policies regarding Member rights and responsibilities under Medicaid law specified below and County shall:

- a. Ensure Members are aware that a second opinion is available from a Practitioner, or that County will arrange for Members to obtain a second opinion from a health care professional who is not a Practitioner, at no cost to Members.
- b. Not discriminate in the provision of Services to Members hereunder on the basis of enrollment in the Plan, race, color, national origin, ethnicity, ancestry, religion, sex, marital status, sexual orientation, mental or physical disability, medical condition or history, age or any other category protected under Applicable Laws.
- c. Ensure that Members are aware of their civil rights under Title VI of the Civil Rights Act and ORS Chapter 659A, that Member has a right to report a complaint of discrimination by contacting County, Health Share, OHA, the Bureau of Labor and Industries, or the Office of Civil Rights.
- d. Provide written notice to Members of County's nondiscrimination policy and process to report a complaint of discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, marital status, age or disability in accordance with Applicable Laws, including Title VI of the Civil Rights Act and ORS Chapter 659A.
- e. Provide equal access for both males and females under 18 years of age to appropriate facilities, services, and treatment under this Agreement, consistent with OHA obligations under ORS 417.270.
- f. Make OHA certified or qualified health care interpreter services available free of charge to each Potential Member and Member. This applies to all non-English languages and sign language, not just those that OHA identifies as prevalent. County shall notify its Members, Potential Members,

County personnel and Practitioners that oral and sign language interpretation services are available free of charge for any spoken language and sign language and that written information is available in prevalent non-English languages as specified in 42 CFR §438.10(d)(4). County shall notify Potential Members and Members in Marketing Materials, and in County's new hire or other on-boarding materials and other communications, about how to access oral and sign language interpretation and written translation services.

- i. County shall comply with the requirements of Title II of the Americans with Disabilities Act and Title VI of the Civil Rights Act by assuring communication and delivery of Services to Members with diverse cultural and ethnic backgrounds. Such communication and delivery of Services in compliance with such laws may also require, without limitation, certified or qualified interpreter services for those Members who have difficulty communicating due to a medical condition, disability, or limited English proficiency, or where no adult is available to communicate in English, or there is no telephone. County shall maintain written policies, procedures and plans in accordance with the requirements of OAR 410-141-3515. County shall comply with the requirements of Title II of the Americans with Disabilities Act and ensure that Services provided to Members with disabilities are provided in the most integrated setting appropriate to the needs of those Members. County shall ensure that its employees, subcontractors and facilities are prepared to meet the special needs of Members who require accommodations because of a disability or limited English proficiency. County shall report data on language access and interpreter services to Health Share as requested by Health Share to meet its reporting obligations under Exhibit B, Part 4, Section 2.j of the Core Contract.
 - ii. County shall ensure that all County personnel and Practitioners with Potential Members are fully informed of County policies and the provision of Certified or Qualified Health Care Interpreter services including the Practitioner's offices that have bilingual capacity.
- g. Have in place a mechanism to help Members and Potential Members understand the requirements and benefits of County's plan and develop and provide written information materials and educational programs consistent with the requirements of OAR 410-141-3580 and 410-141-3585.
 - h. Allow each Member to choose the Member's own health professional from available Practitioners and facilities to the extent possible and appropriate.
 - i. Require, and cause its Practitioners to require, that Members receive information on available treatment options and alternatives presented in a manner appropriate to the Member's condition, preferred language, and ability to understand.
 - j. Allow each Member the right to: (i) be actively involved in the development of Treatment Plans to the extent Services provided hereunder are Covered Services, (ii) participate in decisions regarding such Member's own health care, including the right to refuse treatment; (iii) and have the opportunity to execute a statement of wishes for treatment, including the right to accept or refuse medical, surgical, or Behavioral Health treatment, (iv) execute directives and powers of attorney for health care established under ORS 127.505 to 127.660 and the Omnibus Budget Reconciliation Act of 1990 --Patient Self-Determination Act, and (v) have Family involved in

such Treatment Planning.

- k. Allow each Member the right to request and receive a copy of Member's own Health Record, (unless access is restricted in accordance with ORS 179.505 or other Applicable Law) and to request that the records be amended or corrected as specified in 45 CFR Part 164.
- l. Ensure that each Member has access to Services that are Covered Services which at least equals access available to other persons served by County.
- m. Ensure Members 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 restraints and seclusion.
- n. Require, and cause its Practitioners to require, that Members are treated with respect, with due consideration for the Member's dignity and privacy, and the same as non-Members or other patients who receive services equivalent to Services that are Covered Services.
- o. Ensure, and cause its Practitioners to ensure, that each Member is free to exercise Member's rights, and that the exercise of those rights does not adversely affect the way County, County personnel, County subcontractors, Practitioners or OHA treat the Member. County shall not discriminate in any way against Members when those Members exercise their rights under the OHP.
- p. Ensure that any cost sharing authorized under this Agreement for Members is in accordance with 42 CFR §447.50 through 42 CFR §447.90 and the applicable Oregon Administrative Rules.
- q. Notify Members of their responsibility for paying a Co-Payment for some services, as specified in OAR 410-120-1230.
- r. If available and upon request by Members, utilize electronic methods to communicate with and provide Member information, provided however that County may only use electronic communications if:
 - i. The recipient has requested or approved electronic transmittal;
 - ii. The identical information is available in written, hard copy format upon request;
 - iii. The information does not constitute a direct notice related to an Adverse Benefit Determination or any portion of the Grievance, Appeal, Contested Case Hearing or any other Member rights or Member protection process;
 - iv. Language and alternative format accommodations are available; and
 - v. All HIPAA requirements are satisfied with respect to personal health information.

30. Provider Demographics. County shall report all information to Health Share, as reasonably requested by Health Share, that Health Share will require to prepare its annual Workforce Report, as further

described in Exhibit B, Part 4, Section 4 of the Core Contract.

- 31. Access to OHA Computer Systems.** If the services performed under this Agreement requires County 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 County access to such OHA Information Assets or Network and Information Systems, County will 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.
- 32. Required Federal Terms and Conditions.** County shall comply and cause all subcontractors to comply with all applicable standards, policies, orders, or requirements that apply to “Contractor” as stated in Exhibit E of the Core Contract.
- 33. HIPAA Compliance.** The parties acknowledge and agree that each of OHA, HealthShare, and County is a “covered entity” for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA).
- a. County will comply with HIPAA to the extent that any of its activities arising under the Agreement are covered by HIPAA. For example, County shall enter into a business associate agreement with Health Share when required under, and in accordance with, HIPAA.
 - b. County will develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this Agreement and the Core Contract and with HIPAA.
 - c. Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. County will not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate HIPAA, Privacy Rules in 45 CFR Parts 160 and 164, OHA Privacy Rules, OAR 407-014-0000 et. seq., or either the OHA or Health Share Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: <https://apps.state.or.us/Forms/Served/DE2090.pdf>, or may be obtained from OHA. A copy of Health Share’s Notice of Privacy Practices is posted on the web site at: <http://healthshareoregon.org/notice-of-privacy-practice/>.
 - d. County acknowledges and agrees that protected health information (“PHI”) disclosed by County to Health Share may be used by or disclosed to a HealthShare Partner pursuant to a business associate agreement between those parties when permissible by Applicable Laws or pursuant to a written consent in compliance with 42 C.F.R. Part 2, as may be amended from time to time. County will obtain Member’s written consent, as required by 42 C.F.R. Part 2 and as may be specified by Health Share, to allow Member’s PHI to be disclosed by County to Health Share Partners and redisclosed by Health Share Partners to Health Share and OHA, but only as such disclosure and redisclosure is reasonably requested by Health Share, and permitted both by Applicable Laws and this Agreement.
 - e. County will adopt and employ reasonable administrative, technical and physical safeguards

consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with Applicable Laws and the terms and conditions of this Agreement. Security incidents involving Member Information must be immediately reported to Health Share's Compliance Officer.

- f. County will comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS EDT Rules and OAR 407-014-000 through 407-014-0205. In order for County to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or Enrollment information, authorizations or other electronic transaction, County shall comply with the OHA EDT Rules.
- g. If County reasonably believes that County's, Health Share'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, County will promptly consult the Health Share Privacy officer. County, Health Share, or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

34. Health Information Technology. County shall maintain a Health Information System that meets the standards set forth in Exhibit J, Section 1 of the Core Contract.

35. Social Determinants of Health and Equity. County shall assist and cooperate with Health Share in carrying out its obligations under Exhibit K of the Core Contract.

36. Minority-Owned, Woman-Owned and Emerging Small Business Participation. County shall take reasonable steps, such as through a quote, bid, proposal, or similar process, to ensure that MWESB certified firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts under this Agreement.

37. Third-Party Insurance. County will report any Other Primary, third-party Insurance to which a Member be entitled, and shall report such information to Health Share within a timeframe that enables Health Share to report such information to OHA within thirty (30) days of County becoming aware that the applicable Member has such coverage, as required under Exhibit B, Part 8, Section 16 of the Core Contract.

38. Involuntary Psychiatric Care. County shall ensure that any involuntary treatment provided under the Agreement is provided in accordance with Exhibit M, Section 15 of the Core Contract, as applicable. County's director shall work with Health Share to assign civilly committed Members to placement and participate in circuit court hearings related to planned placements, if applicable.

39. Workers' Compensation Coverage. County will comply with ORS 656.017, and will provide worker's compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

40. Conflicts. Conflicts between the main body of the Agreement and this OHP Addendum will be resolved and controlled by this OHP Addendum.

- 41. FQHCs, RHCs, and IHCPs.** County will document, maintain and provide to Health Share all encounter data records that document County's reimbursement to federally qualified health centers ("FQHCs"), rural health centers ("RHCs"), and Indian health care providers ("IHCPs").
- 42. Governing Board and Governance Structure.** County shall assist and cooperate with Health Share to fulfill its reporting obligations under Exhibit B, Part 1, Section 1 of the Core Contract.
- 43. Clinical Advisory Panel.** County shall support Health Share's establishment of a Clinical Advisory Panel and shall provide representatives to serve on the Clinical Advisory Panel as reasonably requested by Health Share, if any.
- 44. Tribal Liaison.** County shall assist and support Health Share in the selection and appointment of a Tribal Liaison, in accordance with Exhibit B, Part 1, Section 3.a. of the Core Contract. Such assistance and support may include, if requested by Health Share, appointing a County employee to serve as the Tribal Liaison whose job responsibilities shall be as outlined in Exhibit B, Part 1, Section 3.b. of the Core Contract and any OHA Guidance Documents, as contemplated in Exhibit B, Part 1 Section 3.c. of the Core Contract.
- 45. Delivery System Network Provider Monitoring and Reporting.** County shall support and assist Health Share in meeting its obligations under Exhibit G of the Core Contract.
- 46. Transformation and Quality Strategy.**
- a. County shall assist and cooperate with Health Share in the development and implementation of a Transformation and Quality Strategy and TQS Progress Report. County shall implement all quality assurance and performance improvement measures that are developed by Health Share as part of Health Share's Transformation and Quality Strategy.
 - b. County shall assist and cooperate with Health Share in Health Share's measuring and reporting to OHA its performance using the performance measures set forth in Exhibit B, Part 10, Section 3 of the Core Contract.
 - c. OHA has implemented a Quality Pool incentive program that rewards CCOs that demonstrate quality of care provided to their Members as measured by their performance or improvement on the outcome and Quality Measures established by OHA's Metrics & Scoring Committee. County shall collaborate with Health Share to address outcome and Quality Measures, as applicable to County, and work towards sustained improvement in order to assist Health Share in meeting or exceeding its performance targets as set by OHA's Metrics & Scoring Committee. If earned, Health Share may distribute monetary incentive payments from the Quality Pool to County based on Health Share's policies and procedures governing quality pool funds.
 - d. County shall assist, cooperate, and participate with Health Share in the development, implementation, and reporting of ongoing Performance Improvement Projects that Health Share designs to achieve, through ongoing measurements and intervention, significant improvement, sustained over time, in clinical and non-clinical areas that are expected to improve health outcomes and Member satisfaction.
 - e. County shall assist and cooperate with the activities of Health Share's Quality Health Outcomes

Committee.

- f. County shall, and shall require its subcontractors and Practitioners, to cooperate with Health Share and OHA by providing access to records and facilities and sufficient information for the purpose of an annual external, independent professional review of County compliance with all applicable state and federal rules, this Agreement, and of the quality outcomes and timeliness of, and access to, Services under this Agreement.

Exhibit C:
Statement of Work Addendum

I. Purpose:

In order to make advantageous use of the system of public health care and services available through local health departments and other publicly supported programs and to ensure access to public health care and services through contract under ORS 414.153, Coordinated Care Organizations (CCOs) shall have agreements with publicly funded providers for authorization of payment for point of contact services in the following categories:

- (a) Immunizations;
- (b) Sexually transmitted diseases; and
- (c) Other communicable diseases;

The purpose of this Agreement is to address these contractual obligations to pay local public health authorities (LPHAs) for screening and treatment of active and latent tuberculosis (TB) for Health Share members as well as direct point-of-contact routine services provided by LPHAs for sexually transmitted infection screening and Covid-19 testing, not otherwise covered by any of Contractor's other contracts, as described in the Agreement.

II. Terms:

- A. Health Share members are eligible for inclusion in payment under this Agreement.
- B. Provider will submit monthly invoice reports to Health Share for members receiving: screening for TB, treatment for active or latent TB, immunizations for communicable diseases, STI screening (including screening for HIV and HCV), and Covid-19 testing.
 - a. The invoice will be in Excel format and include the following elements:
 - i. Member Name
 - ii. Member Medicaid ID #
 - iii. ICD-10 Diagnosis Code
 - iv. Service provided (screening, Tier 1 case management or Tier 2 case management)
 - v. Disposition (if providing Tier 1 or 2 case management), such as active treatment, suspended treatment, completed treatment
 - b. For members receiving treatment for active or latent TB the monthly invoice will only include members who were actively receiving treatment as of the 15th of the month
 - c. For members receiving STI or TB screening or Covid-19 testing, the monthly invoice will include a unit of service for TB screenings, STI screenings, and Covid-19 tests performed. A unit of service is a single screening encounter for a single person on a single day, regardless of how many tests are done.
- C. Services covered under the Agreement include:
 - a. Treatment for active and latent TB including:
 - i. Directly observed therapy
 - ii. Sputum collection
 - iii. Home and community visits related to TB treatment
 - iv. Services associated with ensuring compliance of treatment plan and medication adherence

- v. Services related to TB treatment provided by, but not limited to, Community Health Workers, Intervention Specialists, Licensed Practical Nurses, Registered Nurses, and Physicians
 - b. Screening for STI, including HIV and HCV, for each member with symptoms or high risk
 - c. Screening for tuberculosis for each member with symptoms or high risk
 - d. Testing for Covid-19 for each member with symptoms or high risk
- D. Services that are excluded from this Agreement include:
- a. Pharmaceutical costs including vaccines
 - b. Costs covered by state grants to support public health activities
 - c. Point of care lab test costs
 - d. Services provided and billed under any of Contractor's existing contracts.
- E. Health Share shall be entitled to audit Provider with respect to Provider's performance of its duties and obligations hereunder and with respect to compliance issues, including Provider's compliance programs. Provider is required to address compliance issues through education, counseling, or corrective action plans. Provider shall cooperate with Health Share with respect to any such audit, including providing Health Share with Records and site access within such time frames as requested by Health Share.

III. Payment:

- A. As outlined in Exhibit D, Health Share agrees to pay Provider the corresponding tiered monthly case rate for the treatment of latent and active TB and fee-for-service rates for TB screening, STI screenings, and Covid-19 testing.
- B. For the TB treatment case rates, Provider will only invoice Health Share for the eligible members actively receiving TB treatment as of the 15th day of each month. Provider will not invoice for members who may have been in active treatment for a portion of the month outside of the 15th day. This methodology ensures ease of administration and is not expected to be materially financially impactful to either Health Share or Provider.
- C. For the TB screening, STI screenings, and Covid-19 testing, Provider will invoice Health Share for each unit of service performed on eligible members during the invoice month.
- D. Provider shall prepare and submit monthly invoices to Health Share within sixty (60) days of the date of service or the invoices may be ineligible for payment.
- E. Health Share shall review the monthly invoice and pay the provider no later than 30 days after receipt of the monthly invoice. Payment shall be based on the case rates and fee-for-service rates in Exhibit D for the number of unique members and services billed on the invoice.
- F. The Provider agrees this payment is for the time period outlined above and does not imply or guarantee ongoing funding.
- G. Total payment under this Agreement will not exceed \$1.6 million over the 12-month term for Health Share members across the three counties of Multnomah, Washington and Clackamas. The three counties bear responsibility for communicating with each other about regional progress toward the cap.

**Exhibit D:
Compensation Addendum**

Case Rate Schedule of Payment for Health Share Members

This schedule establishes payment for services rendered Health Share members who are actively receiving latent or active TB treatment from Contractor where reimbursement for services will be made through payment of an agreed upon monthly case rate. The parties acknowledge this Agreement, and its associated rates will be evaluated periodically. The parties have agreed on the monthly case rate set forth below.

Tier Level – Monthly Case Rate	Eligible Benefit Plan	Services Included in Monthly Case Rate	Diagnosis Code (ICD-10)	Case Rate Paid Per Member Per Month*
Tier 1 – Latent TB Treatment	Health Share Member	<ul style="list-style-type: none"> • Home and community visits related to latent TB treatment • Services associated with ensuring compliance of treatment plan and medication adherence • Services provided by, but not limited to, Community Health Workers, Disease Intervention Specialists, Licensed Practical Nurses, Registered Nurses, and Physicians 	R76.11 or R76.12†	\$250
Tier 2 – Active TB Treatment	Health Share Member	<ul style="list-style-type: none"> • Home and community visits related to active TB treatment • Services associated with ensuring compliance of treatment plan and medication adherence • Services related to TB treatment provided by, but not limited to, Community Health Workers, Intervention Specialists, Licensed Practical Nurses, Registered Nurses, and Physicians 	A15.x, A17.xx, A18.xx, or A19.x†	\$500

*Members paid per monthly invoice submitted by Contractor.

†ICD-10 codes must be as specific as possible, including all decimal point extensions.

Exhibit D:

Fee-for-Service Schedule of Payment for Health Share Members

This schedule establishes payment for services rendered to Health Share members who receive TB screening or STI/HIV/HCV screening, or Covid-19 testing for which reimbursement for services will be made per the fee schedule below. The parties acknowledge this Agreement, and its associated rates will be evaluated periodically. The parties have agreed upon the fee-for-service rates set forth below.

Service	Eligible Benefit Plan	Services Included in Fee-for-Service Rate	CPT Code	Fee-for-Service Rate*
STI or TB Screening	Health Share members	<ul style="list-style-type: none">• STI screening service (includes HIV/HCV screening)• Tuberculosis screening service• Services provided by, but not limited to, Community Health Workers, Disease Intervention Specialists, Licensed Practical Nurses, Registered Nurses, and Physicians	99212	\$33.64
Covid-19 Testing	Health Share members	<ul style="list-style-type: none">• Covid-19 testing services• Services provided by, but not limited to, Community Health Workers, Disease Intervention Specialists, Licensed Practical Nurses, Registered Nurses, and Physicians	99212	\$33.64

*Members paid per service provided per monthly invoice.