Health, Housing & Human Services
CLACKAMAS COUNTY

Rodney A. Cook
Director

June 6, 2024 BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a revenue Provider Agreement with CareOregon, Inc. for Behavioral Health Services. Agreement value of $5,836,896 for twelve months. Funding is through the Oregon Health Plan. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues June 4, 2024		
Performance Clackamas	Ensuring safe, healthy, and secure communities through the provision of mental health and substance use services.		
Counsel Review	Yes	**Procurement Review**	No
Contact Person	Mary Rumbaugh	**Contact Phone**	503-742-5305

EXECUTIVE SUMMARY: The Behavioral Health Division of the Health, Housing, and Human Services Department requests the approval of a revenue provider agreement with CareOregon, Inc. for the funding of certain behavioral health services. This agreement provides the funds for Wraparound Services for youth seventeen years and younger; Behavioral Health Crisis and Safety Net Services, which includes the crisis walk-in clinic, mobile crisis services and teams; the 24-Hour Crisis Line; Peer Support Services; and Health Promotion and Prevention Services. In addition, this agreement provides funds for the Jail Care Coordination pilot project that will support assumed CareOregon members who are currently incarcerated and have a known behavioral health and/or substance use condition.

This agreement is effective January 1, 2024, and continues through December 31, 2024. Funding totals $5,836,896.00. The funding provided through this agreement is apportioned as follows:

Service(s)	Amount
Wraparound	$1,293,460.00
Behavioral Health Crisis and Safety Net	$2,270,666.00
24-Hour Crisis Line	$ 140,000.00
Peer Support	$1,298,084.00
Health Promotion and Prevention	$ 218,686.00
Jail Care Coordination	$ 166,000.00

The funding identified for Wraparound Services is only for January through June 2024; funds for July through December 2024 will be added via amendment.

For Filing Use Only

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve this agreement and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

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

Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

If renewal or direct appropriation, complete sections I, II, IV & V only. Section III is not required.

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

CONCEPTION

Section I: Funding Opportunity Information - To Be Completed by Requester

Award type: ☑ Direct Appropriation (no application) Subrecipient Award Direct Award

Award Renewal? ☑ Yes No

Lead Fund *# and Department*:	240 - H3S Behavioral Health
Name of Funding Opportunity:	2024 Provider Agreement

Funding Source: Federal – Direct Federal – Pass through ☑ State Local

Requestor Information: (Name of staff initiating form)	Mary Rumbaugh
Requestor Contact Information:	MaryRum@clackamas.us; 503-742-5305
Department Fiscal Representative:	Kim Russell; KRussell@clackamas.us; 503-742-5318
Program Name & Prior Project #: (please specify)	County-Based Services

Brief Description of Project:

The 2024 CareOregon Provider Agreement provides the funds for the provision of Wraparound, Crisis & Safety Net, 24-Hour Crisis and Support Line, Peer Support and Health Promotion Services. This Agreement also provides funds for a pilot project for Jail Care Coordination.

Name of Funding Agency: CareOregon, Inc.

Notification of Funding Opportunity Web Address: CareOregon, Inc., 315 SW Fifth Avenue, Portland, OR 97204

OR

Application Packet Attached: Yes ☑ No

Completed By: Angie Russell Date: May 13, 2024

***** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE *****

Section II: Funding Opportunity Information - To Be Completed by Department Fiscal Rep

Competitive Application Non-Competing Application ☑ Other

Assistance Listing Number (ALN), if applicable:	N/A	Funding Agency Award Notification Date:	February 9, 2024
Announcement Date:	N/A	Announcement/Opportunity #:	N/A
Grant Category/Title	N/A	Funding Amount Requested:	$5,839,896.00
Allows Indirect/Rate:	Yes	Match Requirement:	No
Application Deadline:	N/A	Total Project Cost:	$10,973,228.64
Award Start Date:	January 1, 2024	Other Deadlines and Description:	
Award End Date	December 31, 2024		
Completed By:	Mary Rumbaugh	Program Income Requirements:	N/A
Pre-Application Meeting Schedule:	N/A		

Additional funding sources available to fund this program? Please describe:
Additional funds from Oregon Health Authority ($ 4,240,104 .65)and Trillium Community Health Plan($430,819.99)as well as fund balance are used to fund these program activities. Trillium provides funding similar to CareOregon based on membership. OHA provides funds for Crisis and Jail Diversion Services. Fund balance is used to support Crisis & Support Line Services that exceed the CareOregon award.

How much General Fund will be used to cover costs in this program, including indirect expenses?

No General Fund is used for this program.

How much Fund Balance will be used to cover costs in this program, including indirect expenses?

$462,408.00 is used to support this program.

In the next section, limit answers to space available.

Section III: Funding Opportunity Information - **To Be Completed at Pre-Application Meeting by Dept Program and Fiscal Staff**

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

2. Who, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this funding opportunity? How will we meet these objectives?

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sun setting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

Fiscal

*1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list **all** funding sources and amounts.*

2. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, local grant, etc.)?

3. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

Other information necessary to understand this award, if any.

Program Approval:

Name (Typed/Printed) Date Signature

***** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR*****
*****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN*****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)

Mary Rumbaugh	May 14, 2024	Mary Rumbaugh Digitally signed by Mary Rumbaugh Date: 2024.05.14 11:38:04 -07'00'
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)

Denise Swanson	May 16, 2024	Denise Swanson (May 16, 2024 09:42 PDT)
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION

Elizabeth Comfort	May 16, 2024	Elizabeth Comfort
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (*WHEN NEEDED FOR DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)*

Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications $150,000 and below:

COUNTY ADMINISTRATOR	Approved:	Denied:
Name (Typed/Printed)	Date	Signature

For applications up to and including $150,000 email form to BCC staff at CA-Financialteam@clackamas.us for Gary Schmidt's approval.

For applications $150,000.01 and above, email form with Staff Report to the Clerk to the Board at ClerktotheBoard@clackamas.us to be brought to the consent agenda.

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department at

and

Grants Manager at financegrants@clackamas.us

when fully approved.

Department: keep original with your grant file.

CAREOREGON PROVIDER AGREEMENT

Contracted Provider: Clackamas County: Health and Human Services

Effective Date of Agreement: _____

Provider agrees that CareOregon will insert the Effective Date following CareOregon's approval of Provider as a Participating Provider, including but not limited to completion of credentialing and determination that Provider meets the Credentialing Criteria.

PROVIDER AGREEMENT

THIS PROVIDER AGREEMENT ("**Agreement**") is made and entered into as of _____ ("**Effective Date**") by and between CareOregon, Inc. (**"CareOregon"**) and Clackamas County: Health and Human Services ("**Contracted Provider**"). CareOregon and Contracted Provider are sometimes referred to together as the "**Parties**" and individually as a "**Party.**"

WHEREAS, CareOregon arranges for the provision of healthcare services to individuals eligible for certain items and services under certain Benefit Plans and CareOregon seeks to include health care providers in one or more provider networks for such Benefit Plans; and

WHEREAS, Contracted Provider provides health care items and services to the general public by health care providers employed by or subcontracted with Contracted Provider; and

WHEREAS, CareOregon and Contracted Provider desire to enter into this Agreement whereby Contracted Provider will provide health care items and services to enrollees of Benefit Plans and receive payment therefore, all subject to and in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I.
CONSTRUCTION

Section 1.01 Benefit Plans. This Agreement is designed for use with a variety of providers and Benefit Plans. Provisions specific to particular providers and Benefit Plans are included in Exhibits to the Agreement.

Section 1.02 Rules of Construction. The following rules of construction apply to this Agreement: (a) the word "include," "including" or a variant thereof shall be deemed to be without limitation; (b) the word "or" is not exclusive; (c) the word "day" means calendar day unless otherwise specified; (d) the term "business day" means Monday through Friday, except Federal holidays; (e) all words used in this Agreement will be construed to be of such gender or number as the circumstances require; (f) references to specific statutes, regulations, rules or forms include subsequent amendments or successors to them; and (g) references to a government department or agency include any successor departments or agencies to it.

ARTICLE II.
DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following capitalized terms when used in this Agreement shall have the meanings set forth below; provided, however, that if an identical term is defined in an Exhibit, the definition in the Exhibit shall control with respect to Benefit Plans governed by the Exhibit.

Section 2.01 "Affiliate" means, with respect to a particular entity, another entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the entity. An entity "controls" an entity in which it has the power to vote, directly or indirectly, 50 percent or more of the voting interests in such entity or in the case of a partnership if it is a general partner, or the power to direct or cause direction of management and policies of such entity, whether through the ownership of voting shares, by contract or otherwise.

Section 2.02 "Benefit Plan" means a health benefit policy or other health benefit contract or coverage document: (a) issued by CareOregon, its successors or assigns; (b) issued by The HealthPlan of CareOregon, Inc. its successors or assigns; (c) administered by CareOregon pursuant to a Government Contract (for example a benefit plan offered by a Coordinated Care Organization ("CCO")) with which CareOregon contracts to provide administrative or other services, or (d) issued by a private insurance carrier. Benefit Plans are set forth in Exhibit A hereto. Exhibit A may be amended or replaced pursuant to paragraph 8.14 hereof. Benefit Plans and their designs are subject to change periodically.

Section 2.03 "Carve Out Agreement" means an agreement between CareOregon and a third party Participating Provider whereby the third party assumes financial responsibility for or may provide certain management services related to particular Covered Services. Examples of possible Carve Out Agreements include agreements for behavioral health, radiology, laboratory, dental, vision, or hearing services.

Section 2.04 "Clean Claim" means a claim for Covered Services provided to a Member that (a) is received timely by CareOregon; (b) has no defect, impropriety, or lack of substantiating documentation from the Member's medical record regarding the Covered Services; (c) is not subject to coordination of benefits or subrogation; (d) is on a completed, legible CMS 1500 form or UB-04 form or electronic equivalent that follows then current HIPAA Administrative Simplification ASC X12 837 standards and additional specific requirements in the Program Policies, including all then-current guidelines regarding coding and inclusive code sets; and (e) includes all relevant information necessary for CareOregon or Payor to (1) meet requirements of Laws and Program Requirements for reporting of Covered Services provided to Members, and (2) determine Payor liability, and ensure timely processing and payment. A Clean Claim does not include a claim from a Contracted Provider who is under investigation for fraud or abuse, or a claim under review for Medical Necessity.

Section 2.05 "Coordinated Care Organization" means an entity that has entered into a Health Plan Services Contract with the State of Oregon, acting by and through its Oregon Health Authority ("OHA"), Division of Medical Assistance Programs ("DMAP"), to provide and pay for Coordinated Care Services.

Section 2.06 "Covered Services" means Medically Necessary health care items and services covered under a Benefit Plan.

Section 2.07 "Credentialing Criteria" means CareOregon's or a Program's criteria for the credentialing or re-credentialing of Providers.

Section 2.08 "DHHS" means the U.S. Department of Health and Human Services, including its agency the Centers for Medicare and Medicaid Services ("**CMS**") and its Office of Inspector General ("**OIG**").

Section 2.09 "Emergency Services" shall be as defined in the applicable Program Attachment or Benefit Plan.

Section 2.10 "Encounter Data" means encounter information, data, and reports for Covered Services provided to a Member that meets the requirements for Clean Claims.

Section 2.11 "Federal Health Care Program" means a Federal health care program as defined in Section 1128B(f) of the Social Security Act, and includes Medicare, Medicaid and (State Children's Health Insurance Program or "**CHIP**").

Section 2.12 "Government Contract" means a contract to provide health benefits coverage the parties to which are a Governmental Authority and: (i) CareOregon or (ii) a government-authorized entity (such as a CCO) with which CareOregon has contracted to provide administrative services.

Section 2.13 "Governmental Authority" means the United States of America, a State, or any department or agency thereof having jurisdiction over CareOregon, Contracted Provider or its Providers, or their respective Affiliates, employees, subcontractors or agents.

Section 2.14 "Ineligible Person" means an individual or entity who (a) is currently excluded, debarred, suspended or otherwise ineligible to participate in: (i) any Federal Health Care Program, as may be identified in the List of Excluded Individuals/Entities maintained by the OIG; or (ii) Federal procurement or nonprocurement programs, as may be identified in the Excluded Parties List System maintained by the General Services Administration, (b) has been convicted of a criminal offense subject to OIG's mandatory exclusion authority for Federal Health Care Programs described in Section 1128(a) of the Social Security Act, but has not yet been excluded, debarred or otherwise declared ineligible to participate in such programs, or (c) is currently excluded, debarred, suspended or otherwise ineligible to participate in State medical assistance programs, including Medicaid or CHIP, or State procurement or nonprocurement programs as determined by a State Governmental Authority.

Section 2.15 "Laws" means any and all applicable laws, rules, regulations, statutes, orders, standards, guidance and instructions of any Governmental Authority, as adopted, amended, or issued from time to time, including (a) the Social Security Act, including Titles XVIII ("**Medicare**"), XIX ("**Medicaid**") and XXI (CHIP), (b) the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), (c) federal and state privacy laws other than HIPAA, (d) federal and state laws regarding patients' advance directives, (e) state laws and regulations governing the business of insurance, (f) state laws and regulations governing third party administrators or utilization review agents, and (g) state laws and regulations governing the provision of health care services.

Section 2.16 "Medically Necessary" or "**Medical Necessity**" shall be as defined in the applicable Program Attachment or Benefit Plan.

Section 2.17 "Member" means an individual properly enrolled in a Benefit Plan and eligible to receive Covered Services at the time such services are rendered.

Section 2.18 "Member Expenses" means copayments, coinsurance, deductibles or other cost share amounts, if any, that a Member is required to pay for Covered Services under a Benefit Plan.

Section 2.19 "Never Events" means serious, largely preventable, harmful clinical events, including without limitation, those events defined as "never events" by CMS and Serious Reportable Events (**"SREs"**) as identified by the National Quality Forum in its most recent list of SREs, as such terms may be re-defined from time to time.

Section 2.20 "Non-Contracted Services" means Covered Services that are (a) subject to Carve Out Agreements and not approved by CareOregon in advance as further described in this Agreement, or (b) provided by an Ineligible Person.

Section 2.21 "Payor" means CareOregon, Inc. except with respect to the "**CCO Payor Arrangements"** identified in Exhibit A hereto for which the CCO shall be the Payor, or the "**Private Insurance"** arrangements identified in Exhibit A hereto for which the Private Insurance shall be the Payor.

Section 2.22 "Participating Provider" means an individual or entity that has entered into a contract with CareOregon, or is a subcontractor to an entity that has entered into a contract with CareOregon, to provide or arrange for the provision of Covered Services to Members and who has been approved by CareOregon to provide such services.

Section 2.23 "Program" means (a) a Federal Health Care Program, or (b) a commercial insurance program, including without limitation a program created under Laws regarding health insurance exchanges.

Section 2.24 "Program Attachment" means the terms and conditions of a Provider's participation in Benefit Plans under a Program, as set forth in Exhibit B.

Section 2.25 "Program Requirements" means the requirements of Governmental Authorities or insurance carrier governing a Benefit Plan, including where applicable the requirements of a Government Contract.

Section 2.26 "Program Policies" means, collectively, the CareOregon Provider manual, quick reference guides, and educational materials setting forth CareOregon's or a Program's requirements, rules, policies and procedures applicable to Participating Providers, as adopted or amended by CareOregon or a Program from time to time, including requirements, rules, policies and procedures regarding fraud, waste and abuse; accreditation, credentialing/re-credentialing of providers, Member eligibility verification, prior authorization, submission of claims and Encounter Data , claims payment, overpayment recoupment, utilization review/management, disease and case management, quality assurance/improvement, model of care, advance directives, collection of Member Expenses, Member rights, including reimbursement of Member Expenses collected in excess of the maximum out of pocket amount under a Benefit Plan; and Member or Provider grievances and appeals.

Section 2.27 "Provider" means (a) Contracted Provider or (b) other individual or entity that is subject to an employment arrangement or direct or indirect subcontract with Contracted Provider to provide or arrange for the provision of Covered Services to Members under this Agreement and who has been approved by CareOregon to provide such services.

Section 2.28 "Effective Date" means the date this Agreement becomes effective as determined by CareOregon. The Effective Date is subject to CareOregon's approval of Provider as a Participating Provider, including but not limited to completion of credentialing and determination that Provider meets the Credentialing Criteria.

ARTICLE III.
SCOPE

Section 3.01 Non-Contracted Services. Non-Contracted Services are outside the scope of this Agreement.

Section 3.02 Providers May Communicate with Members. Providers may freely communicate with Members about their treatment regardless of Benefit Plan coverage limitations. CareOregon does not dictate or control clinical decisions respecting a Member's medical treatment or care. Medical care is the responsibility of the treating Provider regardless of any coverage determination by CareOregon. Nothing in this Agreement shall be interpreted to permit interference by CareOregon with communications between a Contracted Provider or its Providers and a Member regarding the Member's medical condition or available treatment options.

Section 3.03 Agreement Not Exclusive. This is not an exclusive agreement for either Party, and there is no guarantee that: (a) CareOregon will participate in any particular Program; or (b) any particular Benefit Plan will remain in effect.

Section 3.04 Provider Networks. Subject to Laws and Program Requirements, CareOregon reserves the right to create distinct provider networks for a Benefit Plan, and to determine Provider participation in such networks.

Section 3.05 No Obligation to Assign Members. Subject to Laws and Program Requirements, CareOregon reserves the right to approve any Provider's participation under this Agreement, or to terminate or suspend any Provider from participation under this Agreement or in one or more particular Benefit Plans. CareOregon is not obligated to refer or assign a minimum number of Members to or maintain a minimum number of Members with a Provider.

ARTICLE IV.
CONTRACTED PROVIDER OBLIGATIONS

Section 4.01 Providers. Contracted Provider warrants and represents that it has provided CareOregon with the necessary information for itself and its Providers as of the Effective Date in a form and format acceptable to CareOregon. Such information is required to maintain Contracted Provider files for directory use, assignment and claims payment. Contracted Provider shall provide notice to CareOregon of any change in the information within 30 days of the change.

(a) Employed Providers. Contracted Provider shall maintain and enforce binding internal policies and procedures or agreements with its employed Providers that are consistent with and require adherence to this Agreement. Contracted Provider shall provide CareOregon with such information requested by CareOregon, or as required by a Governmental Authority or accreditation body, necessary to verify the employment of its employed Providers.

(b) Subcontracted Providers. The following applies if Contracted Provider contracts with independent contractor providers to perform the services hereunder (Subcontracted Provider), for example where Contracted Provider is an independent practice association, physician hospital organization or physician group:

(i) Contracted Provider shall maintain and enforce written agreements with its Subcontracted Providers that are consistent with and require Subcontracted Provider's adherence to this Agreement. Contracted Provider shall impose this contractual obligation upon its Subcontracted Providers (e.g. that the Subcontracted Provider require adherence with this Agreement by any providers Subcontracted Provider contracts with to perform services hereunder). Upon CareOregon's request, Contracted Provider shall provide CareOregon with copies of agreement templates used with their Subcontracted Providers, and (1) copies of the first page, signature page and other pages necessary to identify the contracting parties and effective date for each such agreement, or (2) copies of entire agreements with Subcontracted Providers. Compensation provisions in copies of such agreements may be redacted, except where compensation information is required by Governmental Authorities. In no event shall a Subcontracted Provider agreement supersede this Agreement respecting matters covered by this Agreement. Notwithstanding anything to the contrary in any such agreement, this Agreement shall control over the terms of any such agreement in all respects as to matters covered by this Agreement.

(ii) Contracted Provider shall require its Subcontracted Providers to maintain and enforce binding internal policies and procedures or agreements with their employed Providers that are consistent with and require adherence to this Agreement. Subcontracted Providers shall provide CareOregon with such information requested by CareOregon, or as required by a Governmental Authority or accreditation body, necessary to verify the employment of their employed Providers.

(iii) Contracted Provider shall include in its agreements with Subcontracted Providers performing services hereunder a provision stating that any obligation of Contracted Provider in this Agreement shall apply to Subcontracted Providers to the same extent that it applies to Contracted Provider. Contracted Provider shall require the timely and faithful performance of this Agreement by Subcontracted Providers.

(c) Credentialing. All Providers must meet the Credentialing Criteria. Subject to Laws and Program Requirements, (a) CareOregon conducts credentialing of providers before they begin providing Covered Services and re-credentialing from time to time thereafter as required for CareOregon's compliance with Laws, Program Requirements and accreditation standards, and Providers shall consent to and cooperate with such credentialing/re-credentialing, which may include site reviews, and (b) until successful completion of credentialing of a provider by CareOregon, (i) the provider shall not be added as a Participating Provider under this

Agreement, and (ii) the provision of, and payment for, authorized Covered Services to Members by the provider shall be subject to CareOregon's or Payor's policies and procedures for non-participating providers.

(d) Contracted Provider and its Subcontracted Providers shall comply with the Race, Ethnicity, Language and Disability (REALD) data collection requirements as set forth in Enrolled Oregon House Bill 3159 (2021) and as specified in OAR Chapter 950, Division 30. If OHA adopts rules implementing HB 3159 for the collection of data on sexual orientation and gender identity, then all references to REALD data in this Agreement shall be changed to " REALD & SOGI" and shall include sexual orientation and gender identity data. Contracted Provider and its Subcontracted Providers shall collect and submit demographic data as required by OHA and CareOregon and include REALD data in the data collection and submission.

Section 4.02 Covered Services. Contracted Provider shall provide Covered Services to Members, subject to and in accordance with the terms and conditions of this Agreement.

(a) Standards. Contracted Provider shall ensure that Providers shall provide Covered Services in accordance with Laws and generally accepted standards of medical practice, including recognized clinical protocols and guidelines where available. Contracted Provider shall ensure that Covered Services are available to Members on a 24 hour/day, 7 day/week basis, except Providers who do not provide Emergency Services shall ensure that Covered Services are available to Members in accordance with standard operating hours for each Provider location and shall maintain an after-hours phone service for individuals to seek instructions in the event of an emergency.

(b) Eligibility. Except for Emergency Services, Contracted Provider shall verify Member eligibility in accordance with the Program Policies before providing Covered Services to a Member. CareOregon provides member eligibility information through CareOregon's provider website and other means. For Emergency Services, Providers shall verify Member eligibility within 24 hours of the Member being stabilized or the Provider learning the individual may be a Member, whichever is later. Members' eligibility status is subject to retroactive disenrollment, and CareOregon may, except where prohibited by Laws or Program Requirements, recoup payments to Contracted Provider for items or services provided to such individuals after the effective date of disenrollment even if such items and services were authorized by CareOregon.

(c) Prior Authorization. Except for Emergency Services or where prior authorization is not required by the Program Policies, Providers shall obtain prior authorization for Covered Services in accordance with the Program Policies. Except where prohibited by Laws or Program Requirements, CareOregon may deny payment for Covered Services where a Provider fails to meet requirements for prior authorization.

(d) Referrals. Providers shall not refer Members to other health care providers, including other Participating Providers, for Covered Services without the approval of CareOregon, except (a) in case of Emergency Services, (b) when Member self-referral is permitted by the Benefit Plan, or (c) as permitted in Program Policies provisions regarding utilization management. When making a referral to another health care provider, a Provider shall

furnish the other provider complete information on treatment procedures and diagnostic tests performed prior to such referral, which may include providing copies of the medical records.

(e) Non-Covered Services. Every time a Provider provides items or services to a Member that are not Covered Services, before providing the items or services the Provider shall (a) inform the Member of the specific items or services that are not Covered Services and that they will not be paid for by CareOregon or Payor, and (b) obtain the Member's written agreement to pay for such specific items or services after being so advised. Provider shall contact CareOregon for a coverage determination in any case where Provider is unsure if an item or service is a Covered Service.

(f) Carve-Out Agreements. If at any time during the Term CareOregon or Payor has a Carve-Out Agreement in place with a third party Participating Provider to provide Covered Services to Members subject to a Carve-Out Agreement (**"Carve-Out Vendors"**), for as long as such Carve-Out Agreement is in effect, services subject to the Carve-Out Agreement shall not be Covered Services under this Agreement, except for (a) Emergency Services or (b) Covered Services authorized by CareOregon in advance in accordance with the Program Policies, in which cases the terms and conditions of this Agreement, including compensation, shall apply. CareOregon shall notify Contracted Provider of Carve-Out Agreements through the Program Policies or other notice. Subject to the agreement of the Carve-Out Vendor, Providers may enter into separate agreements with the Carve-Out Vendor, and, except as set forth in this paragraph, the compensation in this Agreement shall not apply to services of Contracted Provider pursuant to the Contracted Provider's agreement with the Carve-Out Vendor. Unless otherwise approved by CareOregon in its written notice to Contracted Provider, if Contracted Provider does not enter into a separate agreement with a Carve-Out Vendor, Contracted Provider will be treated as non-participating with CareOregon and Carve-Out Vendor for services subject to the Carve-Out Agreement. If a Carve-Out Agreement expires or is terminated during the Term, Contracted Provider shall thereafter provide the Covered Services that were subject to the Carve-Out Agreement to Members, subject to and in accordance with the terms and conditions of this Agreement, including compensation.

(g) Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Services. Contracted Provider shall ensure that Providers providing EPSDT services as defined in OAR 410-120-0000 enter into a signed written agreement with the Member or their representative by which the Member or their representative agrees for the Provider to be the Member's regular source for EPSDT services for a stated period of time. Providers providing EPSDT services shall provide to OHA any reports that OHA may reasonably require. Providers providing EPSDT services are required to either provide Oral Health services for Members as indicated by EPSDT screenings or to provide a referral for such services. Referrals may be directly to an Oral Health care provider or to CareOregon for assistance in accessing Oral Health services.

Section 4.03 Claims and Encounter Data/EDI

(a) Clean Claims. Contracted Provider shall prepare and submit Clean Claims to CareOregon within 120 days, or such shorter time period required by Laws or Program Requirements, of the date of a Covered Service or the date of discharge from an inpatient facility, as the case may be. Unless prohibited by Laws or Program Requirements, CareOregon

or Payor may deny payment for any claims that fail to meet CareOregon's or Payor's submission requirements for Clean Claims or that are received after the time limit in this Agreement for filing Clean Claims. Contracted Provider shall use its best commercial efforts to communicate with CareOregon and Payor, submit claims, determine Member eligibility, receive payments and refund payments, receive explanation of benefits, check claims status, submit requests for claims adjustment, and perform other Benefit Plan administrative functions, through such electronic media, including web-based or other online resources or functionalities, as are made available to Contracted Provider by CareOregon or Payor from time-to-time.

(b) Additional Reports. If CareOregon requests additional information, data or reports from a Provider regarding Covered Services to Members for any reason, including for purposes of risk adjustment data validation, even if CareOregon has already paid claims or accepted Encounter Data related to the Covered Services, the Provider shall provide the information, data or reports as requested by CareOregon.

(c) NPI Numbers/Taxonomy Codes. Contracted Provider shall give CareOregon its Providers' National Provider Identification ("**NPI**") numbers and Provider taxonomy codes prior to its Providers becoming Participating Providers under this Agreement. Payment of compensation for Covered Services is conditioned on Providers including their NPI numbers and Provider taxonomy codes on claims or Encounter Data submitted under this Agreement, and CareOregon or Payor may deny payment for Covered Services where Contracted Provider fails to meet these requirements.

(d) Electronic Transaction Requirements. Contracted Provider shall use commercially reasonable efforts to transition to submission of claims and Encounter Data to CareOregon and Payor electronically. For electronically submitted claims, Contracted Provider shall follow the requirements for electronic data interchange in the then-current (1) HIPAA Administrative Simplification transaction standards and (2) the Program Policies.

(e) EFT/Remittance Advice. If Contracted Provider is able to accept payments and remittance advice electronically: (a) Contracted Provider shall register and complete the forms for electronic funds transfer and electronic remittance advice as soon as practicable, but no later than 60 days following CareOregon's confirmation of Contracted Provider's status as a Participating Provider, and (b) if possible Contracted Provider shall accept payments and remittance advice electronically, if CareOregon or Payor prefers to submit electronically. If Contracted Provider is not able to accept payments and remittance advice electronically, Contracted Provider shall make good faith efforts to be able to accept electronic funds transfer and electronic remittance within 12 months after the Effective Date.

(f) Coordination of Benefits. CareOregon and Payor shall coordinate payment for Covered Services in accordance with the terms of a Member's Benefit Plan and Laws. Contracted Provider shall provide CareOregon or Payor with electronic versions of explanations of benefits and other documents and information in their possession regarding insurance covering a Member that is primary to the Member's Benefit Plan. Providers shall bill primary insurers for items and services they provide to a Member before they submit claims for the same items or services to CareOregon or Payor. If Payor is not the primary payor for Covered Services provided to a Member, then when not prohibited by Laws or Program Requirements,

Payor's payment to Provider for such services shall not exceed the compensation in this Agreement less amounts payable by the primary payor or payors, less Member Expenses. Unless prohibited by Laws and Program Requirements, Payor (or CareOregon on Payor's behalf) may recoup payments for items or services provided to a Member where other payors are determined to be responsible for payment for such items and services and, Payor shall provide such information in connection with such action as is required by applicable law, if any.

(g) Subrogation. Contracted Provider shall follow CareOregon and Payor policies and procedures regarding subrogation activity. In any instance where, as a consequence of liability imposed by law, a third party is found responsible for satisfaction of a claim for which Payor has paid Contracted Provider, and where Payor is unable to recover directly from the third party because the third party has already paid Contracted Provider for the claim, Payor may (or CareOregon May on Payor's behalf) recover from Contracted Provider the amounts it paid Contracted Provider for such claims.

(h) No Inducement to Withhold Covered Services. No payment made by Payor under this Agreement is intended as a financial incentive or inducement to reduce, limit or withhold Covered Services from Members.

Section 4.04 Member Protections

(a) No Discrimination. Contracted Provider shall not, and shall ensure its Providers shall not, discriminate in their treatment of Members based on Members' health status, source of payment, cost of treatment, participation in Benefit Plans, race, ethnicity, national origin, religion, gender, age, mental or physical disability, sexual orientation, or genetic information or any other status prohibited by Laws.

(b) Member Protections Against Collections. In no event including nonpayment by Payor, Payor's insolvency or breach of this Agreement, shall Contracted Provider or any of its Providers bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member or persons acting on any Member's behalf, for amounts that are the legal obligation of Payor. This provision (a) shall survive termination or expiration of this Agreement regardless of the cause giving rise to termination or expiration, (b) shall be construed for the benefit of Members, (c) does not prohibit collection of Member Expenses where lawfully permitted or required, and (d) supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Covered Provider (or any Provider) and Members or persons acting on behalf of a Member.

(c) Member Obligation Limited to Member Expenses. Regardless of any denial of a claim or reduction in payment to Contracted Provider by Payor, in no event will a Member be responsible for payment for any Covered Services other than Member Expenses. However, Members shall not be responsible for Member Expenses where collection of Member Expenses is prohibited by Laws, Program Requirements or this Agreement. If payment of an amount sought in a claim is denied or reduced by Payor, Contracted Provider shall adjust Member Expenses accordingly.

(d) Collection of Member Expenses. Except where collection of Member Expenses is prohibited by Laws, Program Requirements or this Agreement, Contracted Provider shall (a) collect Member Expenses directly from the Member, and (b) not waive, discount or rebate any such amounts except as permitted by and in accordance with Laws and Program Requirements, including without limitation laws regarding prohibited inducements to Federal Health Care Program beneficiaries.

(e) No Billing Where Prohibited. Contracted Provider shall not bill Members for any items or services, such as missed appointments or administrative fees, where such billing is prohibited by Laws or Program Requirements.

(f) Facilitation of Payment by Payor. Where CareOregon is not the Payor, CareOregon shall cooperate in facilitating payment to Contracted Provider by Payor hereunder, however, Contracted Provider shall look solely to the Payor for payment for services provided hereunder. CareOregon will enter into arrangements with Payors requiring them to comply with the Contracted Provider payment provisions hereunder.

Section 4.05 Provider Program Policies. The Program Policies supplement and are made a part of and are incorporated into this Agreement. Contracted Providers shall, and shall require their Providers to, comply with the Program Policies. CareOregon may amend the Program Policies from time to time upon notice to Contracted Provider by posting to CareOregon's provider website, email or other means of notice permitted by this Agreement, provided that in the case of material revisions to the Program Policies, CareOregon shall provide notice in accordance with the provisions of this Agreement regarding written notice in paragraph 8.12 and 8.14 hereof, in which event changes to the Program Policies shall become effective 30 days after such posting or notice, or as of such other time period required for CareOregon to comply with Laws, Program Requirements or accreditation standards. Contracted Provider shall have and maintain systems necessary for access to CareOregon's provider website, and check for revisions to the Program Policies from time to time, which Program Policies may be posted on CareOregon's provider website or may be accessible through a link posted on CareOregon's provider website.

Section 4.06 Quality Improvement. Providers shall comply with CareOregon's quality improvement programs, including those designed to improve quality measure outcomes in the then-current Healthcare Effectiveness Data and Information Set ("**HEDIS**") or other quality measures. CareOregon may audit Contracted Provider periodically and upon request Contracted Provider shall provide Records to CareOregon for HEDIS or other quality reasons and risk management purposes. CareOregon desires open communication with Contracted Provider regarding CareOregon's quality improvement initiatives and activities.

Section 4.07 Member Outreach. CareOregon assigns members to a primary care provider (PCP) with the intent that the PCP coordinates the provision of and/or is involved with communication about services for those members among different health and social service professionals and across settings of care. The PCP ensures development of an individualized holistic plan of care that is member centric. CareOregon provides information about assigned members to the PCP to assist the PCP in completing these care coordination activities."

Section 4.08 Alternative Payment Methods. While there is no guarantee under this Agreement, Payor may offer certain Providers the opportunity to participate in Alternative Payment Methods incentive programs ("**Alternative Payment Methods**"). If offered, an Alternative Payment Method will be designed to promote preventive care, quality care and/or ensure the appropriate and cost effective use of Covered Services through appropriate utilization. Alternative Payment Methods may be based in whole or part on achieving certain quality benchmarks using HEDIS or some similar measure, achieving certain Member satisfaction, using electronic funds transfers and remittance or other criteria. If offered, Payor will set forth the specific terms and conditions of the Alternative Payment Method in a separate policy and Contracted Provider's participation shall be subject to the terms and conditions of this Agreement and any applicable policies. CareOregon and Contracted Provider agree that no Alternative Payment Method shall limit Medically Necessary services.

Section 4.09 Utilization Management. Providers shall cooperate and participate in CareOregon's utilization review and case management programs. CareOregon's utilization review/case management programs may include provisions for (a) verification of eligibility and prior authorization for Covered Services, (b) concurrent and retrospective reviews, (c) requirements regarding referrals to third party Participating Providers, including those that are party to Carve-Out Agreements and (d) corrective action plans.

Section 4.10 Member Grievances/Appeals. Contracted Provider shall, and shall ensure its Providers, comply with the Program Policies, Laws and Program Requirements regarding Member grievances and appeals. Such compliance includes but is not limited to providing information, records or documents requested by CareOregon and participating in the grievance/appeal process.

Section 4.11 Compliance. In performing this Agreement, Contracted Provider shall, and shall require its Providers to, comply with all Laws and Program Requirements. Contracted Provider and its Providers shall (a) cooperate with CareOregon with respect to CareOregon's responsibilities under Laws or Program Requirements, and (b) not knowingly take any action contrary to CareOregon's obligations under Laws or Program Requirements.

(a) Privacy/HIPAA. Contracted Provider shall, and shall ensure its Providers, maintain Member information and medical records in accordance with Laws, including Federal and State Laws related to privacy and confidentiality of Member information and medical records, including HIPAA, and shall use and disclose such information or records only in accordance with Laws and Program Requirements.

(b) Fraud, Waste and Abuse. Contracted Provider shall, and shall ensure its Providers, comply with CMS program requirements and Laws designed to prevent or ameliorate fraud, waste, and abuse, including applicable provisions of Federal criminal law, the False Claims Act (31 USC §§ 3729, *et. seq*.), and the anti-kickback statute (Section 1128B(b) of the Social Security Act). In accordance with 42 CFR § 422.503(b)(4)(vi)(c) and 42 CFR § 423.504(b)(4)(vi)(c), Contracted Provider shall, and to the extent required by applicable law, shall require its subcontractors to, adopt and implement an effective compliance program, which must include measures that prevent, detect, and correct noncompliance with CMS program requirements as well as measures that prevent, detect, and correct fraud, waste and abuse. On an

annual basis, an attestation satisfactory to CareOregon must be provided to CareOregon verifying that training and education in compliance and fraud, waste and abuse for Contracted Provider's employees, including the chief executive and senior administrators or managers; governing body members; and first tier, downstream, and related entities, has been conducted.

(c) Accreditation. Contracted Provider shall comply with policies and procedures required by CareOregon to obtain or maintain CareOregon's accreditation from accreditation bodies, including the National Committee for Quality Assurance or Utilization Review Accreditation Commission.

(d) Compliance Program/Reporting. OIG publishes compliance program guidance for health care firms available at http://oig.hhs.gov/fraud/complianceguidance.asp. Contracted Provider shall, and shall require its employees and, to the extent required by law its subcontractors and their employees to: (1) comply with CareOregon's compliance training requirements; and (2) report to CareOregon any suspected fraud, waste, or abuse or criminal acts by CareOregon, Payor, Contracted Provider, its Providers, their respective employees or subcontractors, or by Members. Reports may be made through www.ethicspoint.com or by calling 1-888-265-4068 (24 hours, 7 days a week), or such other vendor as CareOregon may designate by notice to Contracted Provider. Also, if DHHS publishes compliance program requirements that providers must follow as a condition of participation in Federal Health Care Programs, Contracted Provider shall, and to the extent required by law shall require its subcontractors to, comply with such requirements.

(e) Acknowledgement of Federal Funding. Claims, data and other information submitted by or on behalf of Contracted Provider to CareOregon or Payor pursuant to this Agreement may be used, directly or indirectly, for purposes of obtaining payments from Federal or State governments under Federal Health Care Programs, and payments that Contracted Provider receives under this Agreement may be, in whole or in part, from Federal funds.

(f) Certification of Data for Payment. Upon CareOregon's request, Contracted Provider shall submit certification by Contracted Provider, its Providers, or any Subcontracted Provider, stating that, based on Contracted Provider's, the Provider's, or the Subcontracted Provider's best knowledge, information and belief, all data and other information directly or indirectly reported or submitted to CareOregon or Payor pursuant to this Agreement is accurate, complete and truthful.

(g) Exclusive Compensation. Contracted Provider shall not, and shall ensure its Providers do not, claim payment in any form, directly or indirectly, from a Federal Health Care Program for items or services covered under this Agreement, except for wrap around payments made directly by Governmental Authorities to certain qualified providers, such as Federally qualified health centers ("**FQHCs**") or rural health clinics ("**RHCs**"), where applicable.

(h) Ineligible Persons. Contracted Provider warrants and represents as of the Effective Date and throughout the Term and the duration of post expiration or termination transition activities described in this Agreement, that none of it, its Providers or any individual or entity it employs or has contracted with to carry out this Agreement is an Ineligible Person.

(i) Compliance Audit. CareOregon shall be entitled to audit Contracted Provider and its Providers with respect to Contracted Provider's performance of its duties and obligations hereunder and with respect to compliance issues, including their compliance programs, and require them to address compliance issues through education, counseling or corrective action plans. Contracted Provider shall, and shall ensure its Providers, cooperate with CareOregon with respect to any such audit, including by providing CareOregon with Records and site access within such time frames as requested by CareOregon.

(j) CCO Requirements. If the Benefit Plans include CCO plans, Contracted Provider shall comply with Exhibit B hereto setting forth the State of Oregon CCO subcontractor/provider requirements and shall require its Providers to comply therewith.

(k) Medicare Advantage Requirements. If the Benefit Plans include Medicare Advantage plans, Contracted Provider shall comply with Exhibit C hereto setting forth the federal Medicare Advantage subcontractor/provider requirements and shall require its Providers to comply therewith.

(l) Licensure. Contracted Provider shall secure and maintain all necessary licenses, certificates, permits, registrations, consents, approvals and authorizations that must be obtained by it to perform its obligations under this Agreement. As required by Program Requirements, Contracted Providers shall, and shall require its Providers to, meet the conditions of participation and be enrolled in applicable Federal Health Care Programs (including for dual eligible special needs plan Members, both Medicare and Medicaid) and have all licenses and accreditations necessary to meet such conditions of participation.

Section 4.12 Insurance. Contracted Provider and its Providers shall secure and maintain for themselves and their employees, commercial general liability and professional liability (malpractice) insurance or self-insurance coverage for claims arising out of events occurring during the Term and any post expiration or termination activities under this Agreement, in amounts required to meet Credentialing Criteria, and workers' compensation insurance as required by State Laws. Contracted Provider and its Providers shall, upon request of CareOregon, provide CareOregon with certificates of insurance or other evidence of coverage reflecting satisfaction of the foregoing requirements of this paragraph. Contracted Provider and its Providers shall provide at least 30 days' prior notice to CareOregon in advance of any material modification, cancellation or termination of their insurance.

Section 4.13 Proprietary Information. In connection with this Agreement, Contracted Provider may obtain from CareOregon, its Affiliates, or Payors, directly or indirectly, certain information that CareOregon or its Affiliates or Payors have: (1) taken reasonable measures to maintain as confidential and that is not being generally known or readily ascertainable by the public or (2) has marked as confidential or proprietary ("**Proprietary Information**"). Proprietary Information includes, but is not limited to, Member lists, the compensation provisions of this Agreement and other information relating to CareOregon's or its Affiliates' or Payors' business that is not generally available to the public. Contracted Provider shall, and shall require its employees, agents and subcontractors to, hold in confidence and not disclose any Proprietary Information and not use Proprietary Information except (a) as expressly permitted under this Agreement, or (b) as required by Laws or legal or regulatory process. Contracted

Provider shall, and shall require its employees, agents and subcontractors to, provide CareOregon with prior notice of any such disclosure required by Laws or legal or regulatory process so that CareOregon can seek an appropriate protective order. Contracted Provider shall, and shall require its employees, agents and subcontractors to, disclose Proprietary Information only in order to perform their obligations under this Agreement, and only to persons who have agreed to maintain the confidentiality of the Proprietary Information. The requirements of this Agreement regarding Proprietary Information shall survive expiration or termination of this Agreement.

Section 4.14 Required Notices. In addition to any other notices required under this Agreement, Contracted Provider shall give notice to CareOregon within two business days of the occurrence of any event that could reasonably be expected to impair the ability of Contracted Provider or any Provider to comply with the obligations of this Agreement, including any of the following with respect to Contracted Provider or any of its Providers: (a) an occurrence that causes any of the representations and warranties in this Agreement to be inaccurate; (b) failure to maintain insurance as required by this Agreement; (c) a license, certification or accreditation expires or is suspended, revoked, conditioned or otherwise restricted; (d) exclusion, suspension or debarment from, or imposition of sanction under a Federal Health Care Program; (e) a disciplinary action is initiated by a Governmental Authority; (f) hospital privileges are suspended, limited, revoked or terminated; (g) a grievance or legal action is filed by a Member; (h) investigation for fraud or a felony; or (i) a settlement related to any of the foregoing is entered by Provider or Contracted Provider.

Section 4.15 Indemnification. Except to the extent prohibited by applicable law Contracted Provider shall indemnify and hold CareOregon harmless from any and all liability, damages, costs and expenses, including reasonable attorney's fees, that CareOregon or its officers, employees or agents become obligated to pay due to the negligent or intentional acts or omissions of Covered Provider or any of its officers, employees or agents arising out of Covered Provider's duties and obligations under this Agreement, provided that no indemnification will be required to the extent it would result in the loss of available coverage under the liability insurance maintained by Participating Provider. In the event Covered Provider is a public body pursuant to the Oregon Tort Claims Act, then Covered Provider's indemnification obligation hereunder shall be subject to the applicable enforceable limits of the Oregon Tort Claims Act and in accordance with the Oregon Constitution. Except to the extent prohibited by applicable law CareOregon shall indemnify and hold Contracted Provider harmless from any and all liability, damages, costs and expenses, including reasonable attorney's fees, that Contracted Provider or its officers, employees or agents become obligated to pay due to the negligent or intentional acts or omissions of CareOregon or any of its officers, employees or agents arising out of CareOregon's duties and obligations under this Agreement, provided that no indemnification will be required to the extent it would result in the loss of available coverage under the liability insurance maintained by Participating Provider. The parties acknowledge that state and federal agencies may review and audit all contracts, claims, bills and other expenditures of Medicare, Medicaid, and other medical assistance program funds, to determine compliance. Covered Provider agrees to indemnify and hold harmless CareOregon from any and all liability arising out of any suit, investigation, administrative action, fine, penalty or sanction by such state or federal agencies against CareOregon arising from negligent or wrongful actions of the Covered Provider, its officers, agents or employees. CareOregon agrees to indemnify and hold harmless Covered Provider from any and all liability arising out of any suit,

investigation, administrative action, fine, penalty or sanction by such state or federal agencies against Covered Provider arising from negligent or wrongful actions of the CareOregon, its officers, agents or employees. This Section 4.14 shall survive the termination or expiration of this Agreement.

ARTICLE V.
CAREOREGON RESPONSIBILITIES

Section 5.01 ID Cards. CareOregon shall cause to be issued identification cards, or the functional equivalent thereof, to Members and instruct them to present their cards or equivalent to providers when seeking health care items and services.

Section 5.02 Claims Processing. Payor shall pay or deny Clean Claims by the forty-fifth (45th) day after CareOregon receives a Clean Claim, or such earlier time as is required by Laws. Payor may use claims editing software programs to assist it in determining proper coding for Contracted Provider claims hereunder. Such software programs use industry standard coding criteria and incorporate guidelines established by CMS such as the National Correct Coding Initiative and the National Physician Fee Exhibit Database, the AMA and Specialty Society correct coding guidelines, and state specific regulations. These software programs may result in claim edits for specific procedure code combinations.

Section 5.03 Compensation. Compensation to Contracted Provider for Covered Services hereunder shall be as set forth in **Exhibit C-1, D-1 and E-1** subject to any adjustments called for in the payment provisions of this Agreement including without limitation provisions pertaining to recoupment of overpayment, coordination of benefits, and prior authorization. Exhibit C-1, D-1 and E-1 may be amended or replaced pursuant to the notice provisions of Paragraph 8.14. Covered Provider shall accept such compensation (plus wrap around payments from Governmental Authorities to qualified providers such as FQHCs or RHCs, where applicable) as payment in full for Covered Services rendered to Members and all other activities of Covered Provider and its Providers under this Agreement. Contracted Provider shall not receive payment for items and services constituting Never Events or Non-Contracted Services. Any claim for payment by Contracted Provider hereunder shall be brought within one year after the payment obligation arose or such claim shall be time barred.

Section 5.04 Medical Record Review. CareOregon or Payor may perform concurrent or retrospective reviews of medical records for utilization management purposes or to verify that items and services billed to or paid for were provided and billed correctly in accordance with this Agreement and the Program Policies, or were Covered Services (including that such items and services were Medically Necessary) and Contracted Provider shall, and shall ensure its Providers, cooperate in such review.

Section 5.05 Recoupment of Overpayments. Unless otherwise prohibited by Laws, Contracted Provider, for itself and its Providers, authorizes Payor to deduct from amounts that may otherwise be due and payable to Contracted Provider any outstanding amounts that Contracted Provider may owe Payor for any reason, including Overpayments, in accordance with its recoupment policy and procedure; "**Overpayment**" for purposes of this Agreement means any funds that Contracted Provider or its Provider receives or retains to which Contracted

Provider or its Provider is not entitled, including overpayments (a) for items and services later determined not to be Covered Services, (b) due to erroneous or excess reimbursement including any findings as a result of audit(s) performed by OHA Office of Program Integrity Audit Unit in accordance with OAR 407-120-1505 and the CCO Contract, Exhibit B, Part 9, Section 14. (c) resulting from errors and omissions relating to changes in enrollment, claims payment errors, data entry errors or incorrectly submitted claims, or (d) for claims paid when Payor was the secondary payor and the Provider should have been reimbursed by the primary payor. An Overpayment also includes any payment Payor makes that is the obligation of and not paid by a Provider, including for improperly collected Member Expenses due a Member. If there are no payments to offset, or otherwise upon request of Payor, Contracted Provider shall repay Overpayments to Payor within 30 days, or such other time frame as may be mandated by Laws or Program Requirements, of the Contracted Provider's receipt of notice of such Overpayment. This paragraph shall survive expiration or termination of this Agreement.

Section 5.06 Suspension of Payment. If DHHS suspends payments to Contracted Provider or any of its Providers while Governmental Authorities investigate an allegation of fraud, then Payor may suspend the Provider and payments for Covered Services provided by the Provider during the period of the DHHS suspension of payments.

Section 5.07 Retained or Delegated Functions. To the extent allowed by Law, CareOregon may delegate functions related to Benefit Plan management to third parties or to Payor. Alternatively, Payor may retain certain functions in administering the Benefit Plan. Examples of functions that may be performed by CareOregon, Payor or a third party, depending upon the specific Benefit Plan include for example, issuing Member identification cards or the equivalent, credentialing, administration of Member or Provider grievances and appeals, quality improvement, auditing, billing, inspection, monitoring, prior authorizations, utilization review, and case management. In instances where CareOregon delegates functions to Payor or another third party or Payor retains certain functions, CareOregon shall notify Contracted Provider in writing of such delegation or retention of the function and Contracted Provider shall cooperate with the CareOregon designee in performing functions or duties hereunder to the same extent that Contracted Provider is required to cooperate with CareOregon hereunder in performing such functions and duties.

Section 5.08 CareOregon License. CareOregon is and will remain properly licensed and/or accredited in accordance with Laws.

Section 5.09 Insurance. CareOregon shall maintain such policies of general and professional liability insurance in accordance with Laws and to insure CareOregon against claims regarding CareOregon operations and performance under this Agreement.

ARTICLE VI.
RECORDS; ACCESS; AUDITS

Section 6.01 Maintenance. Contracted Provider shall, and shall cause its subcontractors to, maintain operational, financial and administrative records, contracts, books, files, data and other documentation related to the Covered Services provided to Members, claims filed and other services and activities conducted under this Agreement ("**Records**"). Contracted Provider shall

ensure that such Records are kept in accordance with Laws, Program Requirements, generally accepted accounting principles (as applicable) and prudent record keeping practices and are sufficient to enable CareOregon to enforce its rights under this Agreement, including this paragraph, and to determine whether Contracted Provider and its subcontractors and their respective employees are performing or have performed Contracted Provider's obligations in accordance with this Agreement, Laws and Program Requirements. Contracted Provider shall, and shall cause its subcontractors to, maintain such Records for the time period set forth in the applicable Program Attachment governing the Benefit Plan. Records that are under review or audit shall be retained until the completion of such review or audit if that date is later than the time frame indicated above.

Section 6.02 Access and Audit. CareOregon and OHA Office of Program Integrity Audit Unit ("PIAU") shall have the right to monitor, inspect, evaluate and audit Contracted Provider and its Providers and subcontractors as necessary to comply with Laws or Program Requirements or to verify Contracted Provider's compliance with and satisfactory performance of, this Agreement. In connection with any monitoring, inspection, evaluation or audit, Contracted Provider shall, and shall cause its Providers and subcontractors to, at no additional cost to CareOregon or PIAU, provide CareOregon or PIAU with access to all Records, personnel, physical facilities, equipment and other information necessary for CareOregon or its auditors to conduct the audit. Within ten business days of CareOregon's or PIAU's written request for Records, or such shorter time period required for CareOregon to comply with requests of Governmental Authorities, Contracted Provider shall, and shall cause its Providers and subcontractors to, compile and prepare all such Records and furnish such Records to CareOregon or PIAU in a form as reasonably requested by CareOregon or PIAU. CareOregon shall pay the reasonable copying cost, which shall include only the direct cost of copying and not the cost of personnel used in gathering the records and arranging for copying. Contracted Provider shall provide CareOregon with an estimate of such costs and obtain CareOregon consent prior to copying such records. In CareOregon's discretion, rather than pay the direct cost of the copies, CareOregon may arrange for copies to be made at its own expense.

Section 6.03 Survival. The requirements of this Agreement regarding Records, access, inspection, and audit shall survive expiration or termination of this Agreement.

ARTICLE VII.
TERM AND TERMINATION

Section 7.01 Term. The term of this Agreement (the "**Term**") shall begin on the Effective Date and continue for a period of one year, and thereafter shall renew for successive periods of one year each unless a Party provides notice of nonrenewal to the other at least 90 days before the end of the then current (initial or renewal) term, unless and until the Agreement is terminated in accordance with the terms and conditions of the Agreement, including those in a Program Attachment.

Section 7.02 Termination

(a) Termination Without Cause. Either Party may terminate this Agreement, in whole or with respect to any particular Program or Benefit Plan, at any time upon 90 days' prior

notice to the other. CareOregon may terminate this Agreement as to any particular Provider at any time for any reason or no reason upon 90 days' prior notice to Contracted Provider.

(b) Termination for Cause.

(i) A Party may terminate this Agreement for material breach of this Agreement by the other Party by providing the other Party at least 90 days' prior written notice specifying the nature of the material breach, and no cure having been made during the first 60 days of the notice period.

(ii) CareOregon may terminate this Agreement as to a particular Provider for a material failure by the Provider to comply with any of the terms or provisions of this Agreement by providing Contracted Provider at least 90 days' prior notice specifying the nature of the material failure, no cure having been made to CareOregon's satisfaction during the first 60 days of the notice period. Upon termination by CareOregon of a Provider, Contracted Provider shall remove Provider from performing any of the services hereunder.

(c) Immediate Termination. CareOregon may terminate this Agreement in its entirety, or with respect to a particular Provider, upon immediate notice to Contracted Provider upon the occurrence of any of the following: (a) termination is necessary for health and safety of one or more Members; (b) a Provider suffers the loss, suspension or restriction of a license from a Governmental Authority or accreditation from an accreditation body required to carry out its obligations under this Agreement, including meeting the conditions of participation in applicable Programs; (c) Covered Provider or any of its Providers becomes an Ineligible Person or voluntarily withdraws from participation in applicable Programs, and is not immediately terminated by Contracted Provider; (d) a Governmental Authority orders CareOregon to terminate the Agreement; (e) CareOregon reasonably determines or a Governmental Authority determines or advises that a Provider or Contracted Provider is engaging or has engaged in fraud or abuse, or has submitted a false claim; (f) a Provider fails to meet Credentialing Criteria; (g) a Provider or Contracted Provider fails to maintain insurance as required by this Agreement; (h) a Provider or Contracted Provider undergoes a change of control that is not acceptable to CareOregon; or (i) Contracted Provider becomes insolvent, is adjudicated as bankrupt, has its business come into possession or control of any trustee in bankruptcy, has a receiver appointed for it, or makes a general assignment for the benefit of its creditors.

(d) Transition of Care. To ensure that a transition is undertaken in an orderly manner that maximizes Member safety and continuity of care, upon expiration or termination of this Agreement for any reason upon request of CareOregon, Contracted Provider shall continue to provide care and assist in transitioning Members to new providers in accordance with Laws and Program Requirements ("**Transitional Care**"). Such Transitional Care requirements may include, for example, that care for certain chronic or acute conditions continue for 90 days after the end of the Term and that post-partum care is provided after the end of the Term for Members in their second or third trimester as of the date the Term ended. The terms and conditions of this Agreement shall apply to Transitional Care after the Term, provided that notwithstanding any compensation provisions of this Agreement, Contracted Provider shall be paid for such transitional services provided after the Term at 100 percent of Payor's then current rate schedule

for the applicable Benefit Plan. The Transitional Care provisions in this paragraph shall survive expiration or termination of this Agreement.

(e) Notification to Members. Upon expiration or termination of this Agreement, CareOregon will communicate such expiration or termination to Members as required by and in accordance with Laws and Program Requirements. Contracted Provider shall obtain CareOregon's prior written approval of Provider communications to Members regarding the expiration or termination of this Agreement. The foregoing sentence shall not prevent a Provider from engaging in communications with his patient regarding the patient's health.

ARTICLE VIII.
DISPUTE RESOLUTION

Section 8.01 Provider Administrative Review and Appeals. Where applicable, a Provider or Contracted Provider shall exhaust all CareOregon or Payor review and appeal rights regarding provider disputes in accordance with the Program Policies before seeking any other remedy. Where required by Laws or Program Requirements, administrative reviews and appeals shall be subject to and resolved in accordance with applicable administrative law.

Section 8.02 Disputes. Disputes between CareOregon and a Provider or Contracted Provider related to this Agreement must be submitted to arbitration within one year of the act or omission giving rise to the claim or dispute. The failure to initiate arbitration within the foregoing time period will constitute waiver of such claims and disputes.

Section 8.03 Dispute Resolution. Before a Party initiates arbitration regarding a claim or dispute under this Agreement (a "**Dispute**"), the Parties shall meet and confer in good faith to seek resolution of the Dispute. If a Party desires to initiate the procedures under this paragraph, the Party shall give notice (a "**Dispute Initiation Notice**") to the other Party providing a brief description of the nature of the Dispute, explaining the initiating Party's claim or position in connection with the Dispute, including relevant documentation, and naming an individual with authority to settle the Dispute on such Party's behalf. Within 20 days after receipt of a Dispute Initiation Notice, the receiving Party shall give a written reply (a "**Dispute Reply**") to the initiating Party providing a brief description of the receiving Party's position in connection with the Dispute, including relevant documentation, and naming an individual with the authority to settle the Dispute on behalf of the receiving Party. The Parties shall promptly make an investigation of the Dispute, and commence discussions concerning resolution of the Dispute within 20 days after the date of the Dispute Reply. If a Dispute has not been resolved within 30 days after the Parties have commenced discussions regarding the Dispute, either Party may submit the dispute to arbitration subject to the terms and conditions herein. Failure to comply with this paragraph shall not bar a party from submitting the Dispute to arbitration; however, a Party's failure to take advantage of this informal process may be considered by the arbitrator in making any award of attorneys' fees hereunder.

Section 8.04 Arbitration. Except as barred or excepted by this Agreement, all claims and disputes between the Parties shall be resolved exclusively by final, binding and confidential arbitration in Multnomah County, Oregon. The arbitration shall be conducted using the rules and under the auspices of the Arbitration Service of Portland ("**ASP**"). The arbitration shall be held

before a single arbitrator, unless the amount in dispute is more than $10 million, in which case it will be held before a panel of three arbitrators. In a case with a single arbitrator, the Parties shall select the arbitrator by agreement within 30 days of the date the Demand for Arbitration is filed, and if the Parties are unable to agree on the selection of an arbitrator within such time, ASP shall select an independent arbitrator. In the case of a panel, each Party shall select an arbitrator, and the two arbitrators shall select the third arbitrator, and if the two arbitrators are unable to agree on the selection of a third arbitrator within thirty days after arbitration is initiated, ASP shall select an independent third arbitrator. The arbitrator or panel may not certify a class or conduct class-based arbitration. The decision of the arbitrator or panel shall be final and binding on the Parties. The award of the arbitrator or panel may be confirmed or enforced in any court having jurisdiction. Except as otherwise provided in this Agreement, each Party shall bear its own costs related to the arbitration, including costs of subpoenas, depositions, transcripts, witness fees, and attorneys' fees and the compensation and expenses of the arbitrator and administrative fees or costs of the arbitration shall be borne equally by the Parties.

Section 8.05 Damages Limitation. In no event shall CareOregon be liable to Contracted Provider for any incidental, indirect, special, consequential or emotional distress damages of any kind.

Section 8.06 Governing Law/Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Oregon, without regard to principles of conflict of laws. Each of the Parties hereby agrees and consents to be subject to the exclusive jurisdiction and venue of the appropriate state or federal court located in Multnomah County Oregon, in any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement that is not subject to arbitration.

Section 8.07 Waiver of Jury Trial. Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, trial by jury in any suit, action or proceeding arising hereunder.

Section 8.08 Equitable Relief. Notwithstanding anything in this Agreement to the contrary, either Party may bring court proceedings to seek temporary or preliminary injunctive relief to enforce any right, duty or obligation under this Agreement.

Section 8.09 Independent Contractors. The Parties are independent contractors. This Agreement shall not be deemed to create a partnership or joint venture, or an employment or agency relationship between the Parties. Neither Party has the right nor the authority to assume or create any obligation or responsibility on behalf of the other. Neither Party is liable for the acts of the other.

Section 8.10 No Steering. For the Term and for one year thereafter, Contracted Provider shall not, and shall ensure that its Providers do not, engage in steering or otherwise directly or indirectly solicit any Member to cease or reduce its business with CareOregon or any Benefit Plan.

Section 8.11 Third Parties. Except as otherwise provided in this Agreement, this Agreement is not a third-party beneficiary contract and no provision of this Agreement is intended to create

or may be construed to create any third party beneficiary rights in any third party, including any Member or any Provider.

Section 8.12 Notices. Except for non-material revisions to the Program Policies, all notices required or permitted under this Agreement must be in writing and sent by (a) hand delivery, (b) U.S. certified mail, postage prepaid, return receipt requested, (c) overnight delivery service providing proof of receipt, (d) facsimile or (e) email, to the addresses of the Parties as set forth on the signature page. Each Party may designate by notice any future or different addresses to which notices will be sent. Notices will be deemed delivered upon receipt or refusal to accept delivery. Notice to Contracted Provider shall constitute notice to its Providers.

Section 8.13 Incorporation of Laws/Program Requirements/Accreditation Standards. All terms and conditions of this Agreement are subject to Laws, Program Requirements and accreditation standards. Any term, condition or provision now or hereafter required to be included in the Agreement by Laws, Program Requirements or accreditation standards shall be deemed incorporated herein and binding upon and enforceable against the Parties, regardless of whether or not the term, condition or provision is expressly stated in this Agreement. CareOregon may amend this Agreement upon notice to Contracted Provider to comply with Laws, Program Requirements or accreditation standards, and such amendment shall be effective upon receipt or such other date indicated on the amendment.

Section 8.14 Amendment. Except as otherwise stated in this paragraph, this Agreement and its Exhibits may only be modified in writing and signed by the authorized parties hereto. Notwithstanding the foregoing: (a) CareOregon may amend this Agreement, and its Exhibits, upon thirty (30) days' written notice to Contracted Provider and such amendments shall automatically become effective thirty-one (31) days after the date of written notice, unless written notice rejecting such amendments is delivered to CareOregon by Contracted Provider within thirty (30) days, in which case CareOregon may terminate this Agreement for convenience in accordance with this Agreement; (b) CareOregon may make Non-Material Changes to the Exhibits effective immediately upon notice (or effective on such later date specified in the notice) to Contracted Provider ("**Non-Material Changes**" shall mean routine updates to CPT or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes), and other changes that do not have a material impact on Contracted Provider's continued ability to render Covered Services to Members); and (c) CareOregon may make amendments to the Agreement or Exhibits that are necessary to comply with Laws or Government Contracts effective immediately upon notice to Contracted Provider (or effective on such later date specified in the notice).

Section 8.15 Assignment. Contracted Provider may not assign, delegate or transfer this Agreement, in whole or in part, without the prior written consent of CareOregon. CareOregon may assign this Agreement, in whole or in part, to any of its Affiliates or to the purchaser of the assets or successor to the operations of CareOregon or its Affiliates.

Section 8.16 Name, Symbol and Service Mark. The Parties shall not use each other's name, symbol, logo, or service mark for any purpose without the prior written approval of the other. Notwithstanding the foregoing: (a) Contracted Provider and its Providers may include CareOregon's or Benefit Plan names in listings of health plans Contracted Provider and its

Providers participate in, and (b) CareOregon or Payors may use information about Contracted Provider and its Providers in information or publications identifying Participating Providers or as required by Laws or Program Requirements. Contracted Provider shall, and shall require its Providers to, provide comparable treatment to CareOregon and Payors as they provide to other managed care organizations or private insurers with respect to marketing or the display of cards, plaques or other logos supplied by CareOregon or Payor to inform Members that Providers are Participating Providers under the Benefit Plans.

Section 8.17 Other Agreements. If a Provider participates as a Participating Provider under more than one agreement with CareOregon or Payor for a particular Program, CareOregon or Payor will compensate the Provider for Covered Services it provides to Members of Benefit Plans in that Program under the agreement selected by CareOregon or Payor.

Section 8.18 Force Majeure. Each Party shall have and maintain disaster recovery plans in accordance with industry standards. However, if either Party's performance under this Agreement is prevented, hindered or delayed by reason of any cause beyond the Party's reasonable control that cannot be overcome by reasonable diligence, including war, acts of terrorism, civil disorders, labor disputes (other than strikes within such Party's own labor force), governmental acts, epidemics, quarantines, embargoes, fires, earthquakes, storms, or acts of God, such Party shall be excused from performance to the extent that it is prevented, hindered or delayed thereby, during the continuances of such cause; and such Party's obligations hereunder shall be excused so long as and to the extent that such cause prevents or delays performance. If Covered Provider is unable to perform under this Agreement due to an event as described in this paragraph, CareOregon may take whatever action is reasonable and necessary under the circumstances to ensure its compliance with Laws and Program Requirements and equitably adjust payments to Covered Provider until Covered Provider resumes its performance under this Agreement.

Section 8.19 Severability. When possible, each provision of this Agreement shall be interpreted in such a manner as to be effective, valid and enforceable under Laws. If any provision of this Agreement is held to be prohibited by, or invalid or unenforceable under Laws, such provision shall be ineffective only to the express extent of such prohibition, unenforceability or invalidity, without invalidating the remainder of this Agreement.

Section 8.20 Waiver. No waiver shall be effective unless in writing and signed by the waiving Party. A waiver by a Party of a breach or failure to perform this Agreement shall not constitute a waiver of any subsequent breach or failure.

Section 8.21 Entire Agreement. This Agreement, including the Exhibits, each of which are made a part of and incorporated into this Agreement, comprises the complete agreement between the Parties and supersedes all previous agreements and understandings (whether verbal or in writing) related to the subject matter of this Agreement.

Section 8.22 Headings. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision of it.

Section 8.23 Interpretation. Both Parties have had the opportunity to review this Agreement with legal counsel, and any ambiguity found in this Agreement shall not be construed in a Party's favor on the basis that the other Party drafted the provision containing the ambiguity.

Section 8.24 Survival. Any provision of this Agreement, including any Exhibit that requires or reasonably contemplates the performance or existence of obligations by a Party after expiration or termination of this Agreement shall survive such expiration or termination regardless of the reason for expiration or termination.

Section 8.25 Rights Cumulative. Except as set forth herein, all rights and remedies of a Party in this Agreement are cumulative, and in addition to all legal rights and remedies available to such Party.

Section 8.26 Counterparts/Electronic Signatures. This Agreement may be executed in any number of counterparts. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

Section 8.27 Warranties and Representations. Each Party warrants and represents, as of the Effective Date and continuously thereafter throughout the entire Term and during the post expiration or termination transition period described herein, as follows:

(a) The Party is a corporation or other legally recognized entity duly incorporated or organized, validly existing and in good standing under the laws of the State in which it is incorporated, organized or operating, and it has the authority to transact business in each State in which it operates.

(b) The Party has the corporate or company power and legal authority to, and has taken all necessary corporate or other action on its part to, authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.

(c) This Agreement has been duly executed and delivered by the Party, and constitutes a legal, valid, and binding agreement that is enforceable against such Party in accordance with its terms.

(d) The execution and delivery of this Agreement and the performance of the Party's obligations hereunder do not (a) conflict with or violate any provision of the Party's organizational documents or Laws, or (b) conflict with, or constitute a default under, any contractual obligation of the Party.

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned, with the intent to be legally bound, have caused this Agreement to be duly executed and effective as of the Effective Date.

CAREOREGON, INC.

Signature:_____

Name: Teresa K. Learn

Title: Chief Financial Officer

Date:_____

CLACKAMAS COUNTY: HEALTH AND HUMAN SERVICES

Signature: _____

Name: _____

Title: _____

Date: _____

Tax ID: _____

CareOregon Notice Address:

Attention: Chief Financial Officer
CareOregon, Inc.

315 SW Fifth Avenue
Portland, OR 97204

Contracted Provider Notice Address:

Attention: Administrator
Clackamas County: Health and Human Services
2051 Kaen Rd
Oregon City, OR 97045

EXHIBIT A

LIST OF APPLICABLE BENEFIT PLANS

Oregon Health Plan (OHP/Medicaid)

Coordinated Care Organizations

CCOs with a CareOregon OHP Payor Arrangement

☒ Columbia Pacific CCO, LLC

☒ Jackson County CCO, LLC, DBA Jackson Care Connect

☒ Tri-County Medicaid Collaborative, DBA Health Share of Oregon (behavioral health services only)

Medicare Plans

☒ CareOregon Medicare Advantage Plus

Private Insurance Plans

☐ None.

EXHIBIT B
PROGRAM ATTACHMENT

MEDICARE ADVANTAGE REQUIREMENTS

The Department of Health and Human Services, Centers for Medicare and Medicaid Services ("CMS") requires that specific terms and conditions be incorporated into the agreement between a Medicare Advantage Organization or First Tier Entity and a First Tier Entity or Downstream Entity to comply with the Medicare laws, regulations, and CMS instructions, including, but not limited to, the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Pub. L. No. 108173, 117 Stat. 2066 ("MMA"); and

Except as provided herein, all other provisions of the Provider Agreement ("Agreement") not inconsistent herein shall remain in full force and effect. This Exhibit shall supersede and replace any inconsistent provisions to such Agreement; to ensure compliance with required CMS provisions, and shall continue concurrently with the term of such Agreement.

Definitions:

The following definitions shall be applicable to this Exhibit.

Centers for Medicare and Medicaid Services ("CMS") means the agency within the Department of Health and Human Services that administers the Medicare program.

Completion of Audit means completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.

Downstream Entity means any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage ("MA") benefit, below the level of the arrangement between an MA organization (or applicant) and a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

Final Contract Period means the final term of the contract between CMS and the Medicare Advantage Organization.

First Tier Entity means any party that enters into a written arrangement, acceptable to CMS, with an MA organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program.

Medicare Advantage ("MA") means an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

Medicare Advantage Organization ("MA Organization") means a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.

Member means a Medicare Advantage eligible individual who has enrolled in or elected coverage through a Medicare Advantage Organization.

Provider means (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

Related Entity means any entity that is related to the MA Organization by common ownership or control and (1) performs some of the MA Organization's management functions under contract or delegation; (2) furnishes services to Medicare Members under an oral or written agreement; or (3) leases real property or sells materials to the MA Organization at a cost of more than $2,500 during a contract period.

Contracted Provider is a First Tier Entity. Contracted Provider agrees and shall ensure that its Downstream Entities agree to the following:

HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of Contracted Provider and its Downstream Entities and entities related to CMS' contract with any MA Organization to which Contracted Provider provides services pursuant to the Agreement through 10 years from the final date of the final contract period of the contract entered into between CMS and the MA Organization or from the date of completion of any audit, whichever is later. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)]

1. Contracted Provider and its Downstream Entities will comply with the confidentiality and Member record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by Members to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118]

2. Members will not be held liable for payment of any fees that are the legal obligation of the MA Organization. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

3. For all Members eligible for both Medicare and Medicaid, Members will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Contracted Provider and its Downstream Entities shall ensure all Providers providing services under the Agreement will be informed of Medicare and Medicaid

benefits and rules for Members eligible for Medicare and Medicaid. Neither Contracted Provider nor Downstream Entity may impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the Member under title XIX if the Member were not enrolled in such a plan. Providers providing services under the Agreement will: (1) accept the MA plan payment as payment in full, or (2) bill the appropriate State source. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

4. Any services or other activity performed by Contracted Provider in accordance with the Agreement, or by Contracted Provider's Downstream Entity pursuant to an agreement between Contracted Provider and its Downstream Entity, are consistent and comply with the MA Organization's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)]

5. Pursuant to 42 C.F.R. §§ 422.520(b)(1) and (2), the Agreement has a prompt payment provision. See Paragraph 5.02 of the Agreement.

6. Contracted Provider and any related entity, contractor or subcontractor will comply with all applicable Medicare laws, regulations, and CMS instructions. [42 C.F.R. §§ 422.504(i)(4)(v)]. To the extent required by law Contracted Provider shall monitor the compliance of Contracted Provider's Downstream Entities will comply with all applicable Medicare laws, regulations, and CMS instructions.

7. The MA Organization's activities or responsibilities under its contract with CMS are delegated to Contracted Provider as follows:

   (i) See paragraph 4.02 regarding Contracted Provider's obligations and duties.

   (ii) See Paragraph 7.02 regarding CareOregon's right to terminate the Agreement The MA Organization will monitor the performance of the parties on an ongoing basis pursuant to Paragraphs 4.10(i) and 6.02 of the Agreement.

   (iii) The credentials of Providers providing services pursuant to the Agreement shall be either reviewed by the MA Organization or the credentialing process will be reviewed and approved by the MA Organization and the MA Organization shall audit the credentialing process on an ongoing basis. See Agreement paragraph 4.01 (c).

   (iv) If the MA Organization delegates the selection of providers, contractors, or subcontractor, the MA Organization retains the right to approve, suspend, or terminate any such arrangement. See Agreement paragraph 7.02(b)(ii) and (c) (ability to terminate with respect to any Provider).

   [42 C.F.R. §§ 422.504(i)(4) and (5)]

In the event of a conflict between the terms and conditions above and the terms of a related agreement, the terms above control.

EXHIBIT C

WRAPAROUND AND SYSTEM OF CARE GOVERNANCE

A. Statement of Work

1. **Definitions**.
   Capitalized terms used in this Exhibit, but not otherwise defined in the Exhibit, shall have the same meaning as those terms in the CCO Contract, Exhibit A.

2. **Services**. Wraparound and System of Care Governance services will be provided as outlined in Exhibit M, Section 21, subsections (m), (n), (o), and (p)(3) of the CCO Contract.

    a. Wraparound Supports: Provider shall provide Wraparound supports to eligible Members in accordance with OAR 309-019-0162 and 309-019-0163.
        i. Provider may contact OHA's Wraparound and System of Care Coordinator in the Child and Family Behavioral Health Unit for technical assistance with drafting its Wraparound policies and procedures.
        ii. Caseload Ratio. Wraparound services are required to be provided in a 1:15 ratio. If the caseload of Provider's workforce exceeds a 1:15 staff to member ratio in the aggregate for 90 or more business days Provider may initiate a meeting with CareOregon to discuss the continued feasibility of the agreement contained within this exhibit. This could potentially lead to a decision to add more capacity, or a revision of priority populations, length of services, etc.
        iii. Provider will notify CareOregon within five (5) business days if Provider has identified Members who are eligible to receive Wraparound supports but cannot receive such supports immediately. CareOregon or Provider may initiate a meeting to discuss strategies for expediting Wraparound supports.
        iv. Provider will work with CareOregon to ensure sufficient funding and resources to implement Wraparound Care Coordination Services to Fidelity for Members seventeen (17) years and younger for any of the following situations:
            1. Placement in Secure Adolescent Inpatient Program (SAIP), Secure Children's Inpatient Program (SCIP);
            2. Psychiatric Residential Treatment Services (PRTS) or the Commercial Sexually Exploited Children's residential program funded by OHA; and
            3. Children approved by the local/regional Wraparound Review Committee.

v. Provider shall convene and maintain a Wraparound Review Committee in accordance with OAR 309-019-0162 and OAR 309-019-0163.
vi. Provider shall ensure the implementation of Fidelity Wraparound by hiring and/or subcontracting for and training the following staff:
    1. Wraparound Care Coordinator
    2. Wraparound supervisor
    3. Wraparound Coach
vii. Provider shall ensure Behavioral Health Providers (including day treatment, PRTS, SAIP and SCIP Providers) are trained in Wraparound values and principles and the Provider's role within the Wraparound child and Family Team. Provider may partner with other counties in offering this training.
viii. OHA, CareOregon, or their designees will review Behavioral Health data and conduct Fidelity reviews in order to determine whether the CCO, CareOregon, and Provider has complied with its Wraparound obligations under the CCO Contract Exhibit M. Fidelity reviews will occur as follows: (i) in accordance with OAR 309-019-0163, (ii) in connection with receipt of Wraparound Fidelity Tool Index Tool (WFIEZ) used by OHA, (iii) once per biennium, and (iv) as may be requested from time to time by OHA or CareOregon. CareOregon shall have the right to request, and upon any such request, Provider shall promptly provide CareOregon with the results of Fidelity reviews conducted by OHA or its designees. Additionally, OHA and CareOregon shall have the right to request, and upon any such request, Provider shall promptly provide CareOregon and OHA with, information and documents created as a result of the provision of Wraparound Services, including, without limitation, the documentation generated as a result of assessments conducted under OAR 309-019-0163 and any other information and documentation related to its compliance review. OHA and CareOregon shall also have the right to conduct interviews of those families enrolled in Wraparound services, Wraparound coaches, and other third-parties involved in the provision and authorization of Wraparound services.

b. Provider shall support the development and implementation by CareOregon of Cost-Effective comprehensive, person-centered, individualized, and integrated community-based Child and Youth Behavioral Health services for Members, using System of Care (SOC) values.
    i. Provider shall participate in the establishment and maintenance of a System of Care in its Service Area.
    ii. Provider shall participate in a SOC governance structure
        1. The SOC governance structure shall consist of a Practice Level Workgroup, Advisory Committee, and Executive Council with a goal of meaningful youth and family representation.

2. The Practice Level Workgroup shall review Wraparound practice barriers, remove barriers when possible, and submit system barriers that remain unresolved to the SOC Advisory Committee and/or Executive Council for resolution and/or advancement to the State System of Care Steering Committee.
3. The Practice Level Workgroup must consist of representatives of Providers who supervise individuals from local public child serving agencies (Child Welfare, education, juvenile justice, OYA, Tribal communities, intellectual/developmental disabilities, Behavioral Health) and must include meaningful participation from youth and Family members.
4. The Advisory Committee shall advise on policy development, implementation, review Fidelity and outcomes, and provide oversight using a strategic plan. It shall respond to system barriers which the Practice Level Workgroup cannot resolve, making recommendations to the Executive Council as needed. CareOregon shall have at least one seat on the Advisory Committee.
5. The Advisory Committee must consist of representatives of Providers, local public child serving agencies (Child Welfare, education, juvenile justice, OYA, Tribal communities, intellectual/developmental disabilities, Behavioral Health) all of whom must have authority to make program level financial and policy changes and must include meaningful participation from youth and Family members.
6. The Executive Council shall develop and approve policies and shared decision-making regarding funding and resource development, review project outcomes, and identify unmet needs in the community to support the expansion of the service array.
7. The Executive Council must consist of representatives of the Contractor, Providers, local public child serving agencies (Child Welfare, education, juvenile justice, OYA, Tribal communities, intellectual/developmental disabilities, Behavioral Health) all of whom must have authority to make program level financial and policy changes, and must include meaningful participation from youth and Family members. CareOregon shall have at least one seat on the Executive Council.
8. Provider shall attend monthly Wrap Standards and Collaboration meetings.

iii. Provider shall, for each Contract Year, assist CareOregon with its obligation under the CCO Contract to submit an annual behavioral health report to OHA on behavioral health metrics. Provider shall collect and submit to CareOregon the information needed for the annual behavioral

health report in advance of OHA's reporting deadline. CareOregon shall give Provider reasonable notice in advance of the OHA reporting deadline. In order to identify the information required for the report, Provider shall consult the Annual Behavioral Health Report Documents posted on the Oregon Health Authority CCO Contract Forms website, https://www.oregon.gov/oha/HSD/OHP/Pages/CCO-Contract-Forms.aspx

iv. Provider shall track and maintain a record of any complaints or Grievances filed in relation to the performance of Wraparound services as described under this Exhibit. Provider will provide a report of any complaints or Grievances to CareOregon regarding Wraparound services upon reasonable advance request from CareOregon

c. Provider shall ensure a CANS Oregon is administered to all Members served through the Fidelity Wraparound care planning as follows:
   i. Provider shall ensure only individuals who have been certified by the Praed Foundation for administering the CANS Oregon shall administer CANS Oregon to Members.
   ii. Provider shall start a CANS Oregon within thirty (30) days of initial program enrollment, every ninety (90) days thereafter, after a significant event, and upon exit from the Fidelity Wraparound program.
   iii. Provider shall ensure that the CANS data for each Member enrolled in fidelity Wraparound is tracked and entered into the online data system designated by OHA when available.

3. **Authorized User of Care Coordination Platform.** Provider will become an authorized user of CareOregon's care coordination platform, Healthy Planet Link ("HPL"), via a contract held by CareOregon, Inc. and Epic Systems Corporation. HPL is a population health management platform used to provide care management tools to approved contractors outside of CareOregon. CareOregon will, upon request, provide reasonable and appropriate training on HPL to Provider at no cost. Additionally, CareOregon will provide Provider with access to CareOregon's external member profile dashboard for purposes of viewing member information related to eligibility, integrated delivery system (IDS) assignment, authorizations, and claims. Access to HPL or any other care coordination platform used by CareOregon will be provided at no cost to Provider.

   a. **Privacy Compliance**. Provider will submit evidence of regular HIPAA training of all staff who deliver services under this agreement and/or are users of CareOregon's care coordination platform to CareOregon. Provider will also submit copies of their privacy compliance policies to CareOregon annually. If any breach of CareOregon or Provider's privacy policies occur as it relates to the use of CareOregon's care coordination platform, the parties will coordinate an appropriate response in compliance with applicable laws.

b. **Documentation within Care Coordination Platform**. Provider agrees to complete an enrollment assessment which consists of program enrollment, program status, status dates, and care team assignment into the care coordination platform. Provider agrees to enter additional information into the care coordination platform as specified by CareOregon and upon reasonable notice. CareOregon will ensure that any information requested from Provider for entry into the care coordination platform will be the minimum necessary to perform care coordination activities under this Agreement. CareOregon will ensure that user access to information entered by Provider within the care coordination platform complies with all applicable privacy laws, including HIPAA and 42 C.F.R. Part 2.

B. Miscellaneous Terms

a. Workforce. CareOregon and Provider acknowledge that the State of Oregon is facing a widespread behavioral health workforce challenge. As a result, Provider agrees to notify CareOregon if they are facing workforce issues that impact their ability to adequately perform under the terms of this agreement.

EXHIBIT C-1

WRAPAROUND SERVICES RATE EXHIBIT

A. **Rate and Payment Terms**

1. Not-to-Exceed Amounts. Payment for wraparound services under Exhibit C shall not exceed the amount set forth in this Exhibit C-1.
   a. The maximum, not-to-exceed compensation payable to Provider for wraparound services under this Exhibit for the time period of January 1, 2024 to June 30, 2024, which includes any allowable expenses, is $1,293,460.00.
   b. The maximum, not-to-exceed compensation payable to Provider under this Exhibit for wraparound services for the time period of July 1, 2024 to December 31, 2024, will be detailed in an amendment of this Agreement to be mutually agreed upon by the parties.

2. CareOregon will pay Provider based on actual costs not to exceed the agreed upon amounts by the 20th day of the first month following the end of a quarter for wraparound services.

3. Provider shall submit invoices to CareOregon at covendorinvoices@careoregon.org on a quarterly basis. Invoices submitted by Provider to CareOregon under this Exhibit shall:
   a. Specify actual costs and the dates for which service was provided.
   b. Be verifiable with supporting payrolls, time records, invoices, contracts, vouchers, orders, and any other accounting documents pertaining in whole or in part to this Agreement.
   c. Include the total amount billed to date by Provider prior to the current invoice.
   d. Be segregated by service items.
   e. Abide by Generally Accepted Accounting Principles (GAAP).

4. This Exhibit contains confidential and proprietary information and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

EXHIBIT D
PROGRAM ATTACHEMENT

BEHAVIORAL HEALTH CRISIS AND SAFETY NET SERVICES

1. **Crisis Services.** County will collaborate with CareOregon in development of the following Behavioral Health Crisis and Safety Net Services for Health Share of Oregon Members:

   a. Urgent walk-in centers. Operated seven (7) days per week, these centers shall be available to individuals discharging from emergency departments in need of stabilization and unstable individuals interacting with law enforcement, among others.

   b. 24/7 Mobile crisis services. County will provide screening, intervention and placement services, including connections to ongoing services, to individuals experiencing a mental health crisis, consistent with OAR's 309-019 and 309-072.

   c. 24/7 mobile crisis teams. County will provide qualified mental health professionals to respond in the community to individuals experiencing a mental health crisis, consistent with OAR's 309-019 and 309-072.

   d. 24/7 crisis lines. County will staff the crisis telephone lines with clinicians who will assist individuals experiencing a mental health crisis and consult with and offer advice to professionals and family members and friends of persons experiencing a mental health crisis, consistent with OAR 309-019.

   e. Peer services. County will make available to members personnel with life experiences with mental health conditions and/or substance use disorders to offer peer support and advice services. County shall deliver peer delivered services in accordance with Exhibit M, Section 11 of the Core Contract.

   f. Prevention and Promotion. In connection with County's prevention and promotion program, County will train community members and health care providers in service area, including Practitioners, on suicide prevention and mental health awareness.

2. **Behavioral Health Plan.** County will collaborate with CareOregon in CareOregon's development of a Comprehensive Behavioral Health Plan, as described in Exhibit M, Section 12 of the Core Contract. County will also work with CareOregon to coordinate service delivery systems with County's organized planning efforts, as described in Exhibit B, Part 4, Section 3.a.5 of the Core Contract.

3. **Liaison**. County's behavioral health director or his or her delegate shall serve as a liaison to coordinate with CareOregon on the delivery of Services under this Exhibit A.

4. **Coordination**. County understands that Health Share has delegated the management of Behavioral Health services to CareOregon. As such, County agrees to coordinate with CareOregon on the provision of Behavioral Health services, including the behavioral health crisis and safety net services. Such coordination includes providing any and all documentation necessary for CareOregon to oversee the provision of crisis and safety net services provided by County as described in this Exhibit A.

5. **Quarterly Reporting.** County agrees to submit quarterly reporting for each crisis program that receives funding from County pursuant to this Agreement. Reporting shall be submitted to CareOregon within sixty (60) days of the end of each quarter, as indicated in the schedule below:

Date Range	**Report Due**
Jan 1, 2024-March 31, 2024	May 30, 2024
April 1, 2024- June 30, 2024	August 30, 2024
July 1, 2024-Sept 30, 2024	November 30, 2024
Oct 1, 2024 – Dec 31, 2024	March 1, 2025

Reporting should include a brief narrative that summarizes the overall services to be funded and individual crisis program reporting. Crisis services reporting may vary by program but should include:

- # total individuals served
- # total Health Share members served (when available)
- # of contacts, as defined by the program (ex: calls, outreach attempts, diversions, etc.)
- Pre-established outcome measures already used by the program (when available)
- Any summary demographic information already used by the program (ex: race, ethnicity, zip code, etc.)

CareOregon reserves the right to engage with Provider during mid-contract review to change, add, or adjust performance measures as necessary with a 45-day notice.

EXHIBIT D-1
SCHEDULE OF PAYMENT OHP/MEDICAID

BEHAVIORAL HEALTH CRISIS AND SAFETY NET SERVICES

This schedule establishes payment for Behavioral Health Crisis and Safety Net Services rendered to OHP/Medicaid Recipients assigned to Health Share of Oregon CCO under this Agreement. CareOregon will use the formulas and other methodologies set forth in this Exhibit and the Fee Schedule, as amended from time to time as stated herein. Except as stated below with respect to Non-Material Changes, CareOregon may make changes to this Exhibit and the Fee Schedule as stated in Section 8.14 of the Agreement. "Non-Material Changes" shall mean routine updates to CPT or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes).

A. PAYMENT TERMS

1. Effective January 1, 2024 through December 31, 2024, CareOregon shall compensate Provider on an annual capitation rate for Members receiving services described in this Exhibit. CareOregon will use an all-inclusive Capitation rate for services. Total annual payment amount for this Exhibit is based on the approved annual budget and shall not exceed $4,377,436.00 and is based on the following:

Program	**Total Annual Capitation Amount**
BH Crisis and Safety Net Services	$2,720,666.00
24-Hour Crisis Line	$140,000.00
Peer Support Services	$1,298.084.00
ASSIST – Health Promotion	$218,686.00
Total	**$4,377,436.00**

2. By the 10th working day of each month from January 1, 2024 through December 31, 2024, CareOregon shall make a payment to Provider in an amount equal to 1/12 of the total approved annual budget for services under this Exhibit. The total monthly payment shall not exceed $364,786.33 per month.

Funding under this Exhibit may be adjusted by CareOregon through an amendment as indicated in section 8.14 of this Agreement. If funding is changed by an amendment to this Agreement, the amendment must be effective prior to Provider performing work subject to the amendment.

CareOregon may at their discretion request a report for funding transferred from/to this Exhibit for other services.

B. PAYMENT REPORTING AND MONITORING

1. Encounter claims submission for all services provided under this Exhibit are required and shall continue to the terms and requirements of this Agreement. Provider shall submit encounter claims for 100% of all billable services provided under this Exhibit. This includes services identified by CPT and HCPCS codes paired with covered diagnoses on the Oregon Health Plan Prioritized List of Health Services and non-billable codes. Provider shall ensure its full cost of each service is submitted as billed charges on the claims. These claims will be used to properly represent care provided to members in the encounter data submitted to the State and CMS.

2. Claims for Mobile Crisis Services must be submitted with code H2011 using modifier HE and Place of Service POS 15 or 02 if rendered using telehealth.

C. DISCRETIONARY COMPENSATION

CareOregon within its sole discretion may, from time-to-time, establish a program or programs to encourage the improvement of the delivery of health care to its Members. Any such program(s) together with the criteria for participation by Providers in the program(s) will be governed and administered by written policies and program descriptions developed by CareOregon.

D. CONFIDENTIALITY

This Exhibit and the Fee Schedule contains confidential and proprietary information and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

E. TERM AND TERMINATION

This Exhibit shall be applicable for the time period January 1, 2024 through December 31, 2024. This Exhibit is renewable upon termination at the discretion of CareOregon. Either party may terminate this Exhibit with a written, 30-day notice.

F. OTHER

Any copays, coinsurance, deductibles or any other cost sharing, if any, shall be offset against the allowed amount for Covered Services, without regard to whether Provider has collected such amounts. Provider's payment may be reduced by the amount of any applicable cost sharing, depending on the form of Member's benefit plan.

EXHIBIT E

PROGRAM ATTACHMENT

JAIL CARE COORDINATION

A. SERVICE DESCRIPTION

This Program Attachment is effective January 1, 2024, through December 31, 2024. Provider will perform Jail Care Coordination services as described in this Exhibit. Funding for Jail Care Coordination as described in this Exhibit will be allocated to services for individuals who are assumed to be CareOregon Members who are assigned to Health Share of Oregon based on the criteria below.

1. Jail Care Coordination will support individuals who are currently incarcerated and have a known behavioral health and/or substance use condition. Services will be provided to those who are assumed to be CareOregon Members assigned to Health Share of Oregon. It can be assumed that an individual fits these criteria if they:

    i. Are currently active CareOregon Members assigned to Health Share of Oregon, or were CareOregon Members assigned to Health Share of Oregon at the time of incarceration; or
    ii. Have a history of being CareOregon Members assigned to Health Share of Oregon within 365 days prior to the admission date of current incarceration; and
    iii. Meet the criteria of either subsection (i) or (ii) above and have been incarcerated for less than 365 consecutive days. Hospital admissions are not to be considered a part of any consecutive day count.

2. CareOregon may, at its discretion, provide funding for Jail Care Coordination services in multiple counties. Each respective county will be responsible for determining a workflow that identifies Members eligible for this service and refers them to the county's Jail Care Coordinator as soon as possible. This service is intended to support the population of Members incarcerated who otherwise do not have access to coordination support and should not be used to replace or duplicate any other similarly available services.

3. Jail Care Coordination is intended to be a short-term support, working with a Member during incarceration and up to 90 days post incarceration, or until the individual has successfully engaged with a provider in the community, whichever comes first. Successful engagement constitutes attending at least two appointments with said provider. It is intended that the Jail Care Coordinator could continue to support a Member who may be at risk for reincarceration due to unsuccessful engagement attempts in the community. A

Member's inability to establish services with a longer-term provider, on its own, is not a reason to discontinue Jail Care Coordination services.

4. Provider will make all reasonable efforts to support re-enrollment with Oregon Health Plan both during incarceration and upon release to the community. If information is received indicating that a person is no longer eligible for Oregon Health Plan and/or is no longer covered by Health Share of Oregon, then reasonable efforts will be made to support the individual in transitioning to comparable services as soon as this information is known.

5. The Jail Care Coordinator(s) will provide services face to face, in the jail, whenever possible.

6. Jail Care Coordination is intended to provide the following types of supports for Members if applicable:

    i. Notification to current providers or other supports of incarceration and attempts ensure ongoing access to those providers and supports upon release.
    ii. To the extent permitted by privacy laws, coordination of any medication or medical records supports to ensure individuals' physical health and behavioral health care is not interrupted.
    iii. To the extent permitted by privacy laws, scheduling of follow up appointments post incarceration, including facilitation of any necessary medical records to those entities, if applicable.
    iv. Coordination of on-going access to medications for physical, behavioral, or substance use treatment.
    v. Referral to any additional behavioral health or physical health services as determined by the Jail Care Coordinator.
    vi. Other supports necessary to ensure continuity of care for Members who are incarcerated or who have recently left incarceration, as mutually agreed upon by Provider and CareOregon.

7. Provider will work with CareOregon Regional Care Teams, Intensive Care Coordination, and other Care Coordination teams as appropriate to identify needed supports and care referral for Members participating in Jail Care Coordination.

8. Individuals served by the Jail Care Coordinator(s) will not be eligible for Health-Related Services Flex Funds until Oregon Health Plan benefits have been officially reinstated.

9. For the purposes of verifying Integrated Delivery System (IDS) assignment, CCO assignment, and historical Provider association for individuals to be served under this Exhibit, Jail Care Coordinators will require access to CareOregon data and/or information systems. These CareOregon data and systems include Member Profile Dashboard, MMIS,

PointClickCare, and Epic Compass Rose. Provider understands and agrees that CareOregon data and access to information systems are provided for purposes of eligibility verification, outreach, engagement, and coordination with individuals who are to be served under the terms of this Exhibit. Use of CareOregon data and access to information systems is limited to these purposes and cannot be used for other purposes without consent from CareOregon.

10. Jail Care Coordinators will become authorized users of CareOregon's care coordination platform, Compass Rose, upon reasonable advance notice by CareOregon once the platform becomes available. Jail Care Coordinators agree to enter program enrollment status and other information as directed by CareOregon into the care coordination platform. CareOregon will provide reasonable and appropriate training on the care coordination platform to Jail Care Coordinators at no cost and will work with Provider to determine standard documentation needs. CareOregon will ensure that any information requested from Provider for entry into the care coordination platform will be the minimum necessary to perform activities under this Exhibit. CareOregon will ensure that user access to information entered by Provider within the care coordination platform complies with all applicable privacy laws, including HIPAA and 42 C.F.R. Part 2.

11. For the purpose of providing eligibility verification, outreach, engagement, and coordination to individuals to be served under this Exhibit, Provider agrees to comply with CareOregon's Business Associate Agreement, attached to and incorporated into this Amendment as Exhibit G, Business Associate Agreement. The Parties acknowledge that performance of work under this Program Attachment may necessitate that the Provider and/or their workforce members enter into separate Data Use Agreements and/or System Access Agreements as a prerequisite to providing access to data and/or information systems. Such Data Use Agreements and/or System Access Agreements will be executed before access is provided to data and/or information systems.

12. The work contemplated under this Exhibit includes Provider having access to CareOregon data and systems. CareOregon requires that Provider maintain commercially reasonable and prudent infrastructure and controls to protect CareOregon data and systems. Provider shall be required to comply with the terms of the CareOregon Data Security Requirements in Exhibit I-1, attached and hereby incorporated by reference.

13. Provider is responsible for ensuring that any information that Jail Care Coordinators share with other county teams as part of performing work under this Program Attachment complies with all applicable privacy laws, and that Member consents are obtained where required prior to sharing information with other county teams.

B. REPORTING

1. Provider shall send deliverables to CareOregon's designee via secure email to BHProviderReporting@careoregon.org based on the following schedule:
    a. The first reporting period January 1, 2024, through June 30, 2024, is due by July 31, 2024.
    b. Subsequent quarterly reports are due within 30 days after each quarter.

2. Reporting elements shall include the following:
    a. Number of unique Members served including full name and DOB.
        i. Outcomes disposition, and placement information
            1. Note any individuals who returned to incarceration prior to being discharged.
    b. Number of days individual was served by Jail Care Coordination. Broken down by days incarcerated and days in community.
    c. Narrative Report:
        i. Patterns and trends of challenges, barriers, and successes of the services provided.
        ii. Individual stories highlighting challenges, barriers and/or successes.

3. Reporting elements are subject to change. Any changes will be agreed up on by the Provider and CareOregon.

4. Notwithstanding any other payment provision of this Agreement, failure of Provider to submit required reports when due, may result in the withholding or reduction of payments under this Agreement. Such withholding of payment for cause may continue until Provider submits required reports, or establishes, to CareOregon's satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of Provider. CareOregon reserves the right to engage with Provider during mid-contract review to change, add, or adjust performance measures as necessary with a 45-day notice.

EXHIBIT E-1

SCHEDULE OF PAYMENT FOR OHP/MEDICAID

JAIL CARE COORDINATION

This schedule establishes payment for Jail Care Coordination services rendered to individuals who are assumed to be CareOregon Members who are assigned to Health Share of Oregon under the criteria set forth in Exhibit E. CareOregon will use the formulas and other methodologies set forth in this Exhibit and the Fee Schedule, as amended from time to time as stated herein. Except as stated below with respect to Non-Material Changes, CareOregon may make changes to this Exhibit and the Fee Schedule as stated in Section 8.14 of the Agreement. "Non-Material Changes" shall mean routine updates to CPT or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes).

A. PAYMENT TERMS

1. Effective January 1, 2024, through December 31, 2024, CareOregon shall compensate Provider on an annual Capitation rate for Members receiving services described in this Exhibit. CareOregon will use an all-inclusive Capitation rate for services. CareOregon shall pay Provider 1/12th of the total annual Capitation amount for services. The total annual Capitation amount for this Exhibit shall not exceed **$166,000.00** per year.
    a. By the 10th working day of each month, upon signature by both parties and execution of this Agreement, CareOregon shall make a payment to Provider in an amount equal to 1/12th of the total for services under this Exhibit, which shall be **$13,833.33** per month.
    b. Funding under this Exhibit may be adjusted by CareOregon through an amendment as indicated in section 8.14 of this Agreement. If funding is changed by an amendment to this Agreement, the amendment must be effective prior to Provider performing work subject to the amendment. In addition, provider shall not transfer funds from one service to another service under this Agreement without mutual consent by both parties in writing and an amendment that specifies the changes.

B. PAYMENT REPORTING AND MONITORING

1. Payment to Provider for services is contingent upon Provider meeting CareOregon's authorization requirements and policies and procedures, including as applicable, CareOregon's Authorization Rules, Provider Manual(s), and policies and procedures.

C. DISCRETIONARY COMPENSATION

1. CareOregon within its sole discretion may, from time-to-time, establish a program or programs to encourage the improvement of the delivery of health care to its Members. Any such program(s) together with the criteria for participation by Providers in the program(s) will be governed and administered by written policies and program descriptions developed by CareOregon.

D. CONFIDENTIALITY

1. This Exhibit and the Fee Schedule contains confidential and proprietary information, and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

E. TERM AND TERMINATION

1. This Exhibit shall be applicable for the time period January 1, 2024, through December 31, 2024. This Exhibit is renewable upon termination at the discretion of CareOregon. Either party may terminate this Exhibit with a written, 30-day notice.

F. OTHER

1. Any copays, coinsurance, deductibles or any other cost sharing, if any, shall be offset against the allowed amount for Covered Services, without regard to whether Provider has collected such amounts. Provider's payment may be reduced by the amount of any applicable cost sharing, depending on the form of Member's benefit plan.

EXHIBIT F

BUSINESS ASSOCIATE AGREEMENT

CareOregon, Inc.

315 SW Fifth Avenue **THE COMPANY**

Portland, Oregon 97204

Clackamas County

2051 Kaen Rd Ste 967 **BUSINESS ASSOCIATE**

Oregon City, Oregon 97045

This Business Associate Agreement ("BAA") is between the Company and Business Associate and is effective October 1, 2023 ("Effective Date"). Business Associate and the Company entered into an agreement under which Business Associate provides or will provide Jail Care Coordination services to the Company (collectively, the "Agreement"). The parties' activities pursuant to the Agreement sometimes may involve (i) the disclosure of PHI by the Company (or another business associate of the Company) to Business Associate, (ii) the use or disclosure by Business Associate of PHI received from the Company and (iii) the transmission by Electronic Media or the maintenance in Electronic Media of Individually Identifiable Health Information by Business Associate. Accordingly, the relationship between the Company and Business Associate is subject to provisions of the HIPAA Rules. The Company and Business Associate intend to protect the privacy of PHI and the security of electronic PHI held by Business Associate in connection with the Agreement in compliance with this BAA, the HIPAA Rules and other applicable laws.

1. Definitions

Capitalized terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Rules.

(a) "Agent" means an agent as used and defined under the HIPAA Rules and federal common law.
(b) "Breach" has the same meaning as in 45.C.F.R. § 164.402.
(c) "Designated Record Set" has the same meaning as in 45 C.F.R. 164.501.
(d) "Discovery" means the first day on which a Breach is known, or reasonably should have been known, to Business Associate (including any person, other than the individual committing the Breach, who is an employee or officer of Business Associate) or any Agent or Subcontractor of Business Associate.
(e) "Effective Date" means the date first written above.
(f) "Electronic Media" means the same as in 45 C.F.R. § 160.103.
(g) "Electronic Protected Health Information" or "EPHI" means the same as in 45 C.F.R. § 160.103, limited for purposes of this BAA to EPHI received by Business Associate from, or received or created by Business Associate on behalf of, the Company.
(h) "Electronic Transactions Rules" means 45 CFR Part 162.
(i) "Fundraising" means raising funds for the Business Associate's own benefit as governed by 45 CFR § 164.514.
(j) "HIPAA Rules" means the Privacy Rules, the Security Rules, and the Electronic Transactions Rules.
(k) "Individual" means a person to which specific PHI applies.
(l) "Marketing" means the same as in 45 CFR § 164.501.
(m) "PHI" or "Protected Health Information" means the same as in 45 CFR § 160.103, limited for purposes of this BAA to PHI received by Business Associate or its Agent or Subcontractor from, or received or created by Business Associate, its Agent or Subcontractor on behalf of, the Company.
(n) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.
(o) "Required by Law" means the same as in 45 C.F.R. § 164.103.
(p) "Secretary" means the Secretary of the United States Department of Health and Human Services or the Secretary's designee.
(q) "Security Incident" means the same as in 45 CFR § 164.304.
(r) "Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information in 45 CFR Part 164, Subpart C.
(s) "Subcontractor" means the same as in 45 C.F.R. § 160.103.
(t) "Unsecured PHI" means the same as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this BAA or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or a Subcontractor or Agent of Business Associate in violation of the requirements of this BAA.

(d) Business Associate agrees to report to the Company any use or disclosure of PHI by Business Associate or a Subcontractor or Agent of Business Associate not permitted under this BAA within five business days after Business Associate becomes aware of such disclosure.

(e) Business Associate agrees to report to the Company any Security Incident, Breach of Unsecured PHI or any use or disclosure of PHI that is not authorized by this BAA of which Business Associate becomes aware.

(f) Business Associate will ensure that any Subcontractor or Agent of Business Associate using or disclosing PHI has executed a business associate agreement containing substantially the same terms as this BAA, including the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. Business Associate will ensure that any Agent to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, the Company has executed an agreement containing substantially the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. Business Associate will provide, upon written request by the Company, a list of any such Subcontractors of Business Associate and any Agents of Business Associate using or disclosing PHI.

(g) Business Associate will ensure that any permitted disclosure will be only as minimally necessary for the purpose of the disclosure.

(h) Business Associate agrees to provide access, at the reasonable request of, and in the time and manner designated by, the Company to PHI in a Designated Record Set, to the Company or, as directed by the Company, to an Individual in order to meet the requirements under 45 CFR § 164.524. If the Company requests an electronic copy of PHI that is maintained electronically in a Designated Record Set in Business Associate's custody or control or the custody or control of a Subcontractor or Agent of Business Associate, Business Associate will provide such PHI in the electronic format requested by the Company unless the PHI is not readily produced in such format, in which case Business Associate will provide another reasonable electronic format as agreed to by the parties and the Individual requesting such PHI.

(i) Within 30 days of receiving a request by the Company, Business Associate will document disclosures of PHI and information related to such disclosures in such form as would be required for the Company to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

(j) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Company pursuant to 45 CFR § 164.526, at the request of the Company or of the Individual concerned.

(k) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the Company available to the Company or, at the request of the Company, to the Secretary or other regulatory official as directed by the Company, in a time and manner requested by the Company or such official for the purpose of determining the Company's or Business Associate's compliance with the HIPAA Regulations.

(l) Business Associate agrees to implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it receives from, or creates or receives on behalf of, the Company as required by the Security Rule. Business Associate will ensure that any Agent or Subcontractor to whom Business Associate provides EPHI agrees to implement reasonable and appropriate administrative, physical and technical safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of such EPHI. Business Associate agrees to comply with Sections 164.306, 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations with respect to all EPHI.

(m) In conducting any electronic transaction that is subject to the Electronic Transactions Rule on behalf of the Company, Business Associate agrees to comply with all requirements of the Electronic Transactions Rule that would apply to the Company if the Company were conducting the transaction itself. Business Associate agrees to ensure that any Agent or Subcontractor of Business Associate that conducts standard transactions with PHI of the Company will comply with all of the requirements of the Electronic Transactions Rule that would apply to the Company if the Company were conducting the transaction itself.

(n) Business Associate shall not disclose PHI to any member of its workforce unless Business Associate has advised such person of Business Associate's privacy and security obligations under this BAA, including the consequences for violation of such obligations. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violation of this BAA or applicable law.

(o) Business Associate shall notify the Company of any Breach without unreasonable delay, and in no case later than five business days after Discovery of the Breach. Business Associate will require its Subcontractors and Agents to notify the Company of a

Discovery of a Breach at the same time its Subcontractors and Agents notify the Business Associate, and the following shall apply:

1) Notice to the Company shall include, to the extent possible: (i) the names of the Individual(s) affected by the Breach; (ii) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured PHI that were involved in the Breach; (iv) any steps affected Individuals should take to protect themselves from potential harm resulting from the Breach; (v) a description of what Business Associate is doing to investigate the Breach, to mitigate harm to the affected Individual(s), and to protect against further Breaches; (vi) any notice Business Associate has given pursuant to 45 CFR § 164.404 and (vii) any other information that the Company reasonably requests.

2) After receipt of notice, from any source, of a Breach involving PHI used, disclosed, maintained, or otherwise possessed by Business Associate or any Subcontractor or Agent of Business Associate, the Company may: (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on the Company's behalf, the affected Individual(s), in accordance with the notification requirements set forth in 45 CFR § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to itself provide such notice. Business Associate shall indemnify, hold harmless, and defend the Company from and against any and all costs (including mailing, labor, administrative costs, vendor charges, and any other costs determined to be reasonable by the Company), losses, penalties, fines, and liabilities arising from or associated with the Breach, including without limitation, the costs of the Company's actions taken to: (i) notify the affected Individual(s) of and to respond to the Breach; (ii) mitigate harm to the affected Individual(s); (iii) respond to questions or requests for information about the Breach; and (iv) fines, damages or penalties assessed against the Company on account of the Breach of Unsecured PHI.

(p) Business Associate shall not use or disclose PHI that is genetic information, or sell (or directly or indirectly receive remuneration in exchange for), any PHI in violation of 45 CFR §164.502(a)(5).

(q) Business Associate shall not use or disclose PHI for Marketing or Fundraising purposes without prior written consent from the Company, subject to any conditions of such consent.

3. Permitted Uses and Disclosures by Business Associate

(a) Subject to this BAA and applicable law, Business Associate may use or disclose PHI in connection with functions, activities or services for, or on behalf of, the Company under the Agreement, provided that such use or disclosure would not violate the HIPAA Rules or the Company's own policies and procedures concerning compliance with the "minimum necessary" standard under 45 CFR § 164.502(b) if performed by the

Company.

(b) Business Associate may use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal obligations of Business Associate, but only if:

1) The disclosure is required by Law; or

2) Business Associate receives reasonable assurances from any party to whom the PHI is disclosed that: (i) the PHI will be held confidentially by that party; (ii) the PHI will be used or further disclosed by that party only as required by law or for the purpose for which it was disclosed to that party; and (iii) the party agrees to notify Business Associate of any Breaches of which the party becomes aware.

4. Obligations of the Company

(a) The Company shall provide Business Associate with its notice of privacy practices produced in accordance with 45 CFR § 164.520 and any changes to such notice while this BAA is in effect.

(b) The Company shall provide Business Associate with any changes in or revocation of permission by any Individual for use or disclosure of PHI if such change or revocation affects Business Associate's permitted or required uses and disclosures of the PHI.

(c) The Company shall notify Business Associate of any restrictions on the use or disclosure of PHI that the Company have agreed to in accordance with 45 CFR § 164.522 to the extent that such restrictions affect Business Associate's use or disclosure of PHI.

5. Term and Termination

(a) This BAA shall be effective as of the Effective Date and shall terminate when all PHI provided is destroyed or returned to the Company, or, if it is infeasible to return or destroy PHI, as long as protections are extended to such PHI in accordance with (c)(2).

(b) Upon the Company obtaining knowledge of a material breach or violation of this BAA by Business Associate, the Company shall take one of the following actions:

1) If the Company determines that the breach or violation is curable, the Company shall provide an opportunity for Business Associate to cure the breach or end the violation within a reasonable time period set by the Company, which shall not exceed 90 days. If the breach or violation is not cured or ended within the time set by the Company, the Company may: (i) immediately terminate this BAA and the Agreement; or (ii) suspend performance by the Company under the Agreement until such breach or violation is cured.

2) If the Company determines that the breach or violation is not curable, the Company may immediately terminate this BAA and the Agreement.

3) If the Company determines that neither a termination of this BAA and the Agreement nor a cure of a breach or violation is feasible, the Company may take such other appropriate actions to remedy, correct or mitigate the breach or violation as the Company shall determine.

4) In addition to the forgoing, the Company may immediately terminate this BAA and the Agreement if the Company determines that Business Associate has violated a material term of this BAA concerning the Security Rule.

(c) Effect of Termination.

1) Except as provided in paragraph (c) (2), upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI in possession of Business Associate, its Agents or Subcontractors. Business Associate, its Agents and Subcontractors shall retain no copies of the PHI.

2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Company notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI (including PHI held by Agents or Subcontractors of Business Associate) and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate, its Agents or Subcontractors maintain such PHI.

6. Indemnification

Business Associate agrees to indemnify and hold harmless the Company from direct losses and damages suffered as a result of Business Associate's breach of its obligations under this BAA, including but not limited to direct losses and damages relating to third party claims. The obligations under this Section 6 regarding indemnification will survive any expiration or termination of this BAA.

7. Miscellaneous

(a) A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

(b) The Parties agree to take such action as is necessary to amend this BAA from time to time for the Company to comply with the requirements of the HIPAA Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191, as amended.

(c) The respective rights and obligations of Business Associate under Section 5 of this BAA shall survive the termination of this BAA.

(d) Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Company to comply with the HIPAA Rules and other applicable law. The section and

paragraph headings of this BAA are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

(e) Subject to the following, this BAA shall not be assigned or otherwise transferred by a party without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, no such consent shall be required for either party's assignment or transfer of this BAA in connection with a merger, sale or transfer of all or substantially all of the business or assets of the assigning party.

(f) The invalidity of any term or provision of this BAA will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this BAA will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision on the same or any other occasion.

(g) Any notices permitted or required by this BAA will be addressed to the receiving party at the address shown at the top of this BAA or at such other address as either party may provide to the other.

(h) This BAA may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

(i) To the extent of any inconsistency between any other agreement between the parties and this BAA, the provisions of this BAA shall prevail.

(j) This BAA supersedes any other business associate agreement in effect among or between the parties to this BAA.

EXHIBIT F-1

CAREOREGON DATA SECURITY REQUIREMENTS

1. **CareOregon Data.** CareOregon Data is defined as all confidential and proprietary business information including but not limited to contract terms, business relationships, potential collaborations, trade secrets, payor lists, Personal Information (as defined in ORS 646A.602(12)), Protected Health Information (as defined in 45 C.F.R. § 160.103), information considered confidential and restricted under other Oregon State and Federal laws, databases, strategic and financial information and other business information, the unauthorized disclosure or use of which will be highly injurious to CareOregon and its business and its relationships in amounts not readily ascertainable

2. **Security Program**. Contractor agrees to at all times maintain a well-documented security program that conforms to generally recognized industry standards, employ the use of at least one recognized security framework for its operations, and abide by all applicable laws or regulations. The security program must at a minimum include:

    a. Oversight and management of technologies used to protect CareOregon data,
    b. Proactive identification and addressing of vulnerabilities,
    c. Periodic testing of security controls, and
    d. Detection of and response to security events.

3. **Backup and Retrieval.** Contractor shall be responsible for the commercially reasonable and prudent infrastructure and maintenance of the infrastructure to provide the herein described Work. This includes, but is not limited to database backups, application backups, OS patches and upgrades, database patches and upgrades, power supply, network security, etc.

4. **Third-Party Audits.** Contractor agrees that a SSAE 18 audit certification (SSAE 18, issued by the American Institute of Certified Public Accountants) will be conducted annually, and Contractor agrees to provide CareOregon with the current SSAE 18 SOC2 Type II audit certification upon CareOregon's request.

5. **CareOregon Audits.** At any time during the term of the Contract CareOregon may independently, at its own expense, perform an audit or review of the security of Contractor's systems used to store, transmit, or process CareOregon Data. Contractor agrees to respond to all reasonable requests for documentation in the execution of that audit, such as security program documentation, system security plans (SSP), architectural or technical diagrams, security policies and procedures, internal risk assessments, and other third-party security audits and/or assessments. CareOregon may issue findings or corrective actions to the Contractor as an outcome of the audit. Contractor agrees to review, respond, and remediate the findings in good faith. Any audit requests by CareOregon must be completed in a timely manner not exceeding 30 days from data of request.

6. **Data Security.** Contractor agrees to preserve the confidentiality, integrity, and accessibility of CareOregon Data with administrative, technical, and physical measures that conform to generally recognized industry standards and best practices. Maintenance of a secure

processing environment includes but is not limited to the timely application of patches, fixes, and updates to operating systems and applications as provided by software vendor or open-source software support.

7. **Data Storage.** Contractor agrees that any and all CareOregon Data will be stored, processed, and maintained solely on designated target servers in accordance with "Data Location" below. CareOregon Data must be encrypted while at rest, and in accordance with "Data Encryption Standard" below. Unless agreed to in writing, at no time will CareOregon Data be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the Contractor's designated backup and recovery processes and is encrypted in accordance with "Data Encryption Standard" below.

8. **Data Location.** Unless otherwise stated in the Scope of Work and approved in advance by CareOregon, the Contractor will limit the storage and transmission of CareOregon Data to data centers and network paths physically located in the continental United States. This includes the Contractor's own data center assets and any third party or subcontracted "cloud" services used by the Contractor to provide services to CareOregon.

9. **Data Encryption Standard.** Contractor agrees to encrypt all CareOregon Data regardless of location using commercially supported encryption solutions. Contractor agrees that all designated backup and recovery processes maintains data in encrypted form, including on recovery media. The Contractor shall ensure physical storage encryption modules are consistent with FIPS 140-2 "Security Requirements for Cryptographic Modules". Encryption algorithms will meet or exceed the standards defined in NIST SP 800-57 Part 3 "Recommended Key Sizes and Algorithms" and at a minimum will be deployed with no less than a 256-bit key length for symmetric encryption and a 2048-bit key length for asymmetric encryption.

10. **Data Transmission.** Contractor agrees that any and all electronic transmission of CareOregon data unless initiated by CareOregon, shall be transmitted in an encrypted state using encryption per Data Encryption Standard above, and take place solely in accordance with "Data Re-Use" below.

11. **Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Contract. Data shall not be distributed, repurposed, or shared across other applications, environment, or business units of Contractor. Contractor further agrees that no CareOregon Data of any kind shall be transmitted, exchanged, or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writhing by CareOregon.

12. **Non-disclosure and Separation of Duties.** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of CareOregon Data to that which is absolutely necessary to perform job duties.

13. **Data Breach.** Contractor shall provide notice, either orally or in writing, to CareOregon any known, actual, or suspected compromise of the security, confidentiality, or integrity of CareOregon Data ("Data Breach"). Such notice shall be made as promptly as possible under the circumstances and without unreasonable delay of any Data Breach, but in no event more than two (2) business days after Contractor reasonably believes there has been a Data Breach. Contractor shall use commercially reasonable efforts to contain such Data Breach and provide CareOregon with a detailed report that includes: (i) the nature of the unauthorized use or disclosure, (ii) the CareOregon Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide CareOregon with all reasonably available information regarding such Data Breach and provide supplemental information as it is discovered.

    Contractor may need to communicate with outside parties regarding a Data Breach, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Data Breaches with CareOregon should be handled on an urgent as needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law, or contained in the Contract.

    The Contractor shall (1) cooperate with CareOregon as reasonably requested by CareOregon to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Work, if necessary.

    Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt personal data or otherwise prevent its release as reasonably determined by CareOregon, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws - all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

14. **Damages.** Notwithstanding any other provision in this Contract (including any limitation of liability clauses), Contractor shall indemnify, hold harmless, and defend CareOregon from and against any and all costs (including without limitation, mailing, labor, administrative costs, vendor charges), fines, liabilities, and corrective action (including without limitation, notification costs, forensics, credit monitoring services, call center services, identity theft protection services, and crisis management/public relations services) arising out of the Data Breach.

15. **Rights to Data.** Contractor and CareOregon agree that as between them, all rights, including all intellectual property rights, in and to CareOregon Data shall remain the exclusive property of CareOregon, and Contractor has a limited, non-exclusive license to access and use CareOregon Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or rights.

16. **End of Agreement Data Handling.** Contractor agrees that upon termination of the Contract it shall erase, destroy, and render unrecoverable all CareOregon Data and certify in writing that these actions have been completed within thirty (30) days of the termination of the Contract or within seven (7) days of the request of the CareOregon Contract Administrator, whichever comes first. At a minimum a "Clear" media sanitation is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitation, SP800-88, Appendix A (csrc.nist.gov).

17. **Subcontractors.** Contractor shall require all subcontractors that have access to CareOregon Data comply with these CareOregon Data Security Requirements. Upon request by CareOregon, Contractor shall disclose to CareOregon all subcontractors or service providers that have access to CareOregon Data.

18. **Legally Required Disclosures.** If Contractor is required to disclose CareOregon Data pursuant to the order of a court or administrative body of competent jurisdiction or a government agency, Contractor shall: (i) if practicable and permitted by law, notify CareOregon prior to such disclosure, and as soon as possible after such order; (ii) cooperate with CareOregon (at CareOregon's costs and expense) in the event that CareOregon elects to legally contest, request confidential treatment, or otherwise attempt to avoid or limit such disclosure; and (iii) limit such disclosure to the extent legally permissible.

19. Contractor shall provide to CareOregon relevant contact information for a Contractor's employee who CareOregon may contact any time should any security related questions, or concerns arise.

BH-Lifecycle_Fund 240_Direct Appropriation_H3 SBHCareOregonInc11540 Lifecycle MR signed

Final Audit Report 2024-05-16

Created:	2024-05-16
By:	Qudsia Sediq (QSediq@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAABoZGnVXFjwV91ERqa2ClFhPYdjjXeRgf

"BH-Lifecycle_Fund 240_Direct Appropriation_H3SBHCareOregonInc11540 Lifecycle MR signed" History

Document digitally presigned by Mary Rumbaugh (maryrum@clackamas.us)
2024-05-14 - 6:38:04 PM GMT- IP address: 73.37.89.221

Document created by Qudsia Sediq (QSediq@clackamas.us)
2024-05-16 - 4:29:03 PM GMT- IP address: 73.37.89.221

Document emailed to dswanson@clackamas.us for signature
2024-05-16 - 4:36:07 PM GMT

Email viewed by dswanson@clackamas.us
2024-05-16 - 4:41:45 PM GMT- IP address: 119.13.197.243

Signer dswanson@clackamas.us entered name at signing as Denise Swanson
2024-05-16 - 4:42:44 PM GMT- IP address: 172.223.197.184

Document e-signed by Denise Swanson (dswanson@clackamas.us)
Signature Date: 2024-05-16 - 4:42:46 PM GMT - Time Source: server- IP address: 172.223.197.184

Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature
2024-05-16 - 4:42:48 PM GMT

Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)
2024-05-16 - 4:48:15 PM GMT- IP address: 71.63.136.107

Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)
Signature Date: 2024-05-16 - 4:50:04 PM GMT - Time Source: server- IP address: 71.63.136.107

Agreement completed.
2024-05-16 - 4:50:04 PM GMT

CAREOREGON PROVIDER AGREEMENT

Contracted Provider: Clackamas County: Health and Human Services

Effective Date of Agreement: _____

Provider agrees that CareOregon will insert the Effective Date following CareOregon's approval of Provider as a Participating Provider, including but not limited to completion of credentialing and determination that Provider meets the Credentialing Criteria.

PROVIDER AGREEMENT

THIS PROVIDER AGREEMENT ("**Agreement**") is made and entered into as of _____ ("**Effective Date**") by and between CareOregon, Inc. (**"CareOregon"**) and Clackamas County: Health and Human Services ("**Contracted Provider**"). CareOregon and Contracted Provider are sometimes referred to together as the "**Parties**" and individually as a "**Party.**"

WHEREAS, CareOregon arranges for the provision of healthcare services to individuals eligible for certain items and services under certain Benefit Plans and CareOregon seeks to include health care providers in one or more provider networks for such Benefit Plans; and

WHEREAS, Contracted Provider provides health care items and services to the general public by health care providers employed by or subcontracted with Contracted Provider; and

WHEREAS, CareOregon and Contracted Provider desire to enter into this Agreement whereby Contracted Provider will provide health care items and services to enrollees of Benefit Plans and receive payment therefore, all subject to and in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I.
CONSTRUCTION

Section 1.01 Benefit Plans. This Agreement is designed for use with a variety of providers and Benefit Plans. Provisions specific to particular providers and Benefit Plans are included in Exhibits to the Agreement.

Section 1.02 Rules of Construction. The following rules of construction apply to this Agreement: (a) the word "include," "including" or a variant thereof shall be deemed to be without limitation; (b) the word "or" is not exclusive; (c) the word "day" means calendar day unless otherwise specified; (d) the term "business day" means Monday through Friday, except Federal holidays; (e) all words used in this Agreement will be construed to be of such gender or number as the circumstances require; (f) references to specific statutes, regulations, rules or forms include subsequent amendments or successors to them; and (g) references to a government department or agency include any successor departments or agencies to it.

ARTICLE II.
DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following capitalized terms when used in this Agreement shall have the meanings set forth below; provided, however, that if an identical term is defined in an Exhibit, the definition in the Exhibit shall control with respect to Benefit Plans governed by the Exhibit.

Section 2.01 "Affiliate" means, with respect to a particular entity, another entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the entity. An entity "controls" an entity in which it has the power to vote, directly or indirectly, 50 percent or more of the voting interests in such entity or in the case of a partnership if it is a general partner, or the power to direct or cause direction of management and policies of such entity, whether through the ownership of voting shares, by contract or otherwise.

Section 2.02 "Benefit Plan" means a health benefit policy or other health benefit contract or coverage document: (a) issued by CareOregon, its successors or assigns; (b) issued by The HealthPlan of CareOregon, Inc. its successors or assigns; (c) administered by CareOregon pursuant to a Government Contract (for example a benefit plan offered by a Coordinated Care Organization ("CCO")) with which CareOregon contracts to provide administrative or other services, or (d) issued by a private insurance carrier. Benefit Plans are set forth in Exhibit A hereto. Exhibit A may be amended or replaced pursuant to paragraph 8.14 hereof. Benefit Plans and their designs are subject to change periodically.

Section 2.03 "Carve Out Agreement" means an agreement between CareOregon and a third party Participating Provider whereby the third party assumes financial responsibility for or may provide certain management services related to particular Covered Services. Examples of possible Carve Out Agreements include agreements for behavioral health, radiology, laboratory, dental, vision, or hearing services.

Section 2.04 "Clean Claim" means a claim for Covered Services provided to a Member that (a) is received timely by CareOregon; (b) has no defect, impropriety, or lack of substantiating documentation from the Member's medical record regarding the Covered Services; (c) is not subject to coordination of benefits or subrogation; (d) is on a completed, legible CMS 1500 form or UB-04 form or electronic equivalent that follows then current HIPAA Administrative Simplification ASC X12 837 standards and additional specific requirements in the Program Policies, including all then-current guidelines regarding coding and inclusive code sets; and (e) includes all relevant information necessary for CareOregon or Payor to (1) meet requirements of Laws and Program Requirements for reporting of Covered Services provided to Members, and (2) determine Payor liability, and ensure timely processing and payment. A Clean Claim does not include a claim from a Contracted Provider who is under investigation for fraud or abuse, or a claim under review for Medical Necessity.

Section 2.05 "Coordinated Care Organization" means an entity that has entered into a Health Plan Services Contract with the State of Oregon, acting by and through its Oregon Health Authority ("OHA"), Division of Medical Assistance Programs ("DMAP"), to provide and pay for Coordinated Care Services.

Section 2.06 "Covered Services" means Medically Necessary health care items and services covered under a Benefit Plan.

Section 2.07 "Credentialing Criteria" means CareOregon's or a Program's criteria for the credentialing or re-credentialing of Providers.

Section 2.08 "DHHS" means the U.S. Department of Health and Human Services, including its agency the Centers for Medicare and Medicaid Services ("**CMS**") and its Office of Inspector General ("**OIG**").

Section 2.09 "Emergency Services" shall be as defined in the applicable Program Attachment or Benefit Plan.

Section 2.10 "Encounter Data" means encounter information, data, and reports for Covered Services provided to a Member that meets the requirements for Clean Claims.

Section 2.11 "Federal Health Care Program" means a Federal health care program as defined in Section 1128B(f) of the Social Security Act, and includes Medicare, Medicaid and (State Children's Health Insurance Program or "**CHIP**").

Section 2.12 "Government Contract" means a contract to provide health benefits coverage the parties to which are a Governmental Authority and: (i) CareOregon or (ii) a government-authorized entity (such as a CCO) with which CareOregon has contracted to provide administrative services.

Section 2.13 "Governmental Authority" means the United States of America, a State, or any department or agency thereof having jurisdiction over CareOregon, Contracted Provider or its Providers, or their respective Affiliates, employees, subcontractors or agents.

Section 2.14 "Ineligible Person" means an individual or entity who (a) is currently excluded, debarred, suspended or otherwise ineligible to participate in: (i) any Federal Health Care Program, as may be identified in the List of Excluded Individuals/Entities maintained by the OIG; or (ii) Federal procurement or nonprocurement programs, as may be identified in the Excluded Parties List System maintained by the General Services Administration, (b) has been convicted of a criminal offense subject to OIG's mandatory exclusion authority for Federal Health Care Programs described in Section 1128(a) of the Social Security Act, but has not yet been excluded, debarred or otherwise declared ineligible to participate in such programs, or (c) is currently excluded, debarred, suspended or otherwise ineligible to participate in State medical assistance programs, including Medicaid or CHIP, or State procurement or nonprocurement programs as determined by a State Governmental Authority.

Section 2.15 "Laws" means any and all applicable laws, rules, regulations, statutes, orders, standards, guidance and instructions of any Governmental Authority, as adopted, amended, or issued from time to time, including (a) the Social Security Act, including Titles XVIII ("**Medicare**"), XIX ("**Medicaid**") and XXI (CHIP), (b) the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), (c) federal and state privacy laws other than HIPAA, (d) federal and state laws regarding patients' advance directives, (e) state laws and regulations governing the business of insurance, (f) state laws and regulations governing third party administrators or utilization review agents, and (g) state laws and regulations governing the provision of health care services.

Section 2.16 "Medically Necessary" or "**Medical Necessity**" shall be as defined in the applicable Program Attachment or Benefit Plan.

Section 2.17 "Member" means an individual properly enrolled in a Benefit Plan and eligible to receive Covered Services at the time such services are rendered.

Section 2.18 "Member Expenses" means copayments, coinsurance, deductibles or other cost share amounts, if any, that a Member is required to pay for Covered Services under a Benefit Plan.

Section 2.19 "Never Events" means serious, largely preventable, harmful clinical events, including without limitation, those events defined as "never events" by CMS and Serious Reportable Events (**"SREs"**) as identified by the National Quality Forum in its most recent list of SREs, as such terms may be re-defined from time to time.

Section 2.20 "Non-Contracted Services" means Covered Services that are (a) subject to Carve Out Agreements and not approved by CareOregon in advance as further described in this Agreement, or (b) provided by an Ineligible Person.

Section 2.21 "Payor" means CareOregon, Inc. except with respect to the "**CCO Payor Arrangements"** identified in Exhibit A hereto for which the CCO shall be the Payor, or the "**Private Insurance"** arrangements identified in Exhibit A hereto for which the Private Insurance shall be the Payor.

Section 2.22 "Participating Provider" means an individual or entity that has entered into a contract with CareOregon, or is a subcontractor to an entity that has entered into a contract with CareOregon, to provide or arrange for the provision of Covered Services to Members and who has been approved by CareOregon to provide such services.

Section 2.23 "Program" means (a) a Federal Health Care Program, or (b) a commercial insurance program, including without limitation a program created under Laws regarding health insurance exchanges.

Section 2.24 "Program Attachment" means the terms and conditions of a Provider's participation in Benefit Plans under a Program, as set forth in Exhibit B.

Section 2.25 "Program Requirements" means the requirements of Governmental Authorities or insurance carrier governing a Benefit Plan, including where applicable the requirements of a Government Contract.

Section 2.26 "Program Policies" means, collectively, the CareOregon Provider manual, quick reference guides, and educational materials setting forth CareOregon's or a Program's requirements, rules, policies and procedures applicable to Participating Providers, as adopted or amended by CareOregon or a Program from time to time, including requirements, rules, policies and procedures regarding fraud, waste and abuse; accreditation, credentialing/re-credentialing of providers, Member eligibility verification, prior authorization, submission of claims and Encounter Data , claims payment, overpayment recoupment, utilization review/management, disease and case management, quality assurance/improvement, model of care, advance directives, collection of Member Expenses, Member rights, including reimbursement of Member Expenses collected in excess of the maximum out of pocket amount under a Benefit Plan; and Member or Provider grievances and appeals.

Section 2.27 "Provider" means (a) Contracted Provider or (b) other individual or entity that is subject to an employment arrangement or direct or indirect subcontract with Contracted Provider to provide or arrange for the provision of Covered Services to Members under this Agreement and who has been approved by CareOregon to provide such services.

Section 2.28 "Effective Date" means the date this Agreement becomes effective as determined by CareOregon. The Effective Date is subject to CareOregon's approval of Provider as a Participating Provider, including but not limited to completion of credentialing and determination that Provider meets the Credentialing Criteria.

ARTICLE III.
SCOPE

Section 3.01 Non-Contracted Services. Non-Contracted Services are outside the scope of this Agreement.

Section 3.02 Providers May Communicate with Members. Providers may freely communicate with Members about their treatment regardless of Benefit Plan coverage limitations. CareOregon does not dictate or control clinical decisions respecting a Member's medical treatment or care. Medical care is the responsibility of the treating Provider regardless of any coverage determination by CareOregon. Nothing in this Agreement shall be interpreted to permit interference by CareOregon with communications between a Contracted Provider or its Providers and a Member regarding the Member's medical condition or available treatment options.

Section 3.03 Agreement Not Exclusive. This is not an exclusive agreement for either Party, and there is no guarantee that: (a) CareOregon will participate in any particular Program; or (b) any particular Benefit Plan will remain in effect.

Section 3.04 Provider Networks. Subject to Laws and Program Requirements, CareOregon reserves the right to create distinct provider networks for a Benefit Plan, and to determine Provider participation in such networks.

Section 3.05 No Obligation to Assign Members. Subject to Laws and Program Requirements, CareOregon reserves the right to approve any Provider's participation under this Agreement, or to terminate or suspend any Provider from participation under this Agreement or in one or more particular Benefit Plans. CareOregon is not obligated to refer or assign a minimum number of Members to or maintain a minimum number of Members with a Provider.

ARTICLE IV.
CONTRACTED PROVIDER OBLIGATIONS

Section 4.01 Providers. Contracted Provider warrants and represents that it has provided CareOregon with the necessary information for itself and its Providers as of the Effective Date in a form and format acceptable to CareOregon. Such information is required to maintain Contracted Provider files for directory use, assignment and claims payment. Contracted Provider shall provide notice to CareOregon of any change in the information within 30 days of the change.

(a) Employed Providers. Contracted Provider shall maintain and enforce binding internal policies and procedures or agreements with its employed Providers that are consistent with and require adherence to this Agreement. Contracted Provider shall provide CareOregon with such information requested by CareOregon, or as required by a Governmental Authority or accreditation body, necessary to verify the employment of its employed Providers.

(b) Subcontracted Providers. The following applies if Contracted Provider contracts with independent contractor providers to perform the services hereunder (Subcontracted Provider), for example where Contracted Provider is an independent practice association, physician hospital organization or physician group:

(i) Contracted Provider shall maintain and enforce written agreements with its Subcontracted Providers that are consistent with and require Subcontracted Provider's adherence to this Agreement. Contracted Provider shall impose this contractual obligation upon its Subcontracted Providers (e.g. that the Subcontracted Provider require adherence with this Agreement by any providers Subcontracted Provider contracts with to perform services hereunder). Upon CareOregon's request, Contracted Provider shall provide CareOregon with copies of agreement templates used with their Subcontracted Providers, and (1) copies of the first page, signature page and other pages necessary to identify the contracting parties and effective date for each such agreement, or (2) copies of entire agreements with Subcontracted Providers. Compensation provisions in copies of such agreements may be redacted, except where compensation information is required by Governmental Authorities. In no event shall a Subcontracted Provider agreement supersede this Agreement respecting matters covered by this Agreement. Notwithstanding anything to the contrary in any such agreement, this Agreement shall control over the terms of any such agreement in all respects as to matters covered by this Agreement.

(ii) Contracted Provider shall require its Subcontracted Providers to maintain and enforce binding internal policies and procedures or agreements with their employed Providers that are consistent with and require adherence to this Agreement. Subcontracted Providers shall provide CareOregon with such information requested by CareOregon, or as required by a Governmental Authority or accreditation body, necessary to verify the employment of their employed Providers.

(iii) Contracted Provider shall include in its agreements with Subcontracted Providers performing services hereunder a provision stating that any obligation of Contracted Provider in this Agreement shall apply to Subcontracted Providers to the same extent that it applies to Contracted Provider. Contracted Provider shall require the timely and faithful performance of this Agreement by Subcontracted Providers.

(c) Credentialing. All Providers must meet the Credentialing Criteria. Subject to Laws and Program Requirements, (a) CareOregon conducts credentialing of providers before they begin providing Covered Services and re-credentialing from time to time thereafter as required for CareOregon's compliance with Laws, Program Requirements and accreditation standards, and Providers shall consent to and cooperate with such credentialing/re-credentialing, which may include site reviews, and (b) until successful completion of credentialing of a provider by CareOregon, (i) the provider shall not be added as a Participating Provider under this

Agreement, and (ii) the provision of, and payment for, authorized Covered Services to Members by the provider shall be subject to CareOregon's or Payor's policies and procedures for non-participating providers.

(d) Contracted Provider and its Subcontracted Providers shall comply with the Race, Ethnicity, Language and Disability (REALD) data collection requirements as set forth in Enrolled Oregon House Bill 3159 (2021) and as specified in OAR Chapter 950, Division 30. If OHA adopts rules implementing HB 3159 for the collection of data on sexual orientation and gender identity, then all references to REALD data in this Agreement shall be changed to " REALD & SOGI" and shall include sexual orientation and gender identity data. Contracted Provider and its Subcontracted Providers shall collect and submit demographic data as required by OHA and CareOregon and include REALD data in the data collection and submission.

Section 4.02 Covered Services. Contracted Provider shall provide Covered Services to Members, subject to and in accordance with the terms and conditions of this Agreement.

(a) Standards. Contracted Provider shall ensure that Providers shall provide Covered Services in accordance with Laws and generally accepted standards of medical practice, including recognized clinical protocols and guidelines where available. Contracted Provider shall ensure that Covered Services are available to Members on a 24 hour/day, 7 day/week basis, except Providers who do not provide Emergency Services shall ensure that Covered Services are available to Members in accordance with standard operating hours for each Provider location and shall maintain an after-hours phone service for individuals to seek instructions in the event of an emergency.

(b) Eligibility. Except for Emergency Services, Contracted Provider shall verify Member eligibility in accordance with the Program Policies before providing Covered Services to a Member. CareOregon provides member eligibility information through CareOregon's provider website and other means. For Emergency Services, Providers shall verify Member eligibility within 24 hours of the Member being stabilized or the Provider learning the individual may be a Member, whichever is later. Members' eligibility status is subject to retroactive disenrollment, and CareOregon may, except where prohibited by Laws or Program Requirements, recoup payments to Contracted Provider for items or services provided to such individuals after the effective date of disenrollment even if such items and services were authorized by CareOregon.

(c) Prior Authorization. Except for Emergency Services or where prior authorization is not required by the Program Policies, Providers shall obtain prior authorization for Covered Services in accordance with the Program Policies. Except where prohibited by Laws or Program Requirements, CareOregon may deny payment for Covered Services where a Provider fails to meet requirements for prior authorization.

(d) Referrals. Providers shall not refer Members to other health care providers, including other Participating Providers, for Covered Services without the approval of CareOregon, except (a) in case of Emergency Services, (b) when Member self-referral is permitted by the Benefit Plan, or (c) as permitted in Program Policies provisions regarding utilization management. When making a referral to another health care provider, a Provider shall

furnish the other provider complete information on treatment procedures and diagnostic tests performed prior to such referral, which may include providing copies of the medical records.

(e) Non-Covered Services. Every time a Provider provides items or services to a Member that are not Covered Services, before providing the items or services the Provider shall (a) inform the Member of the specific items or services that are not Covered Services and that they will not be paid for by CareOregon or Payor, and (b) obtain the Member's written agreement to pay for such specific items or services after being so advised. Provider shall contact CareOregon for a coverage determination in any case where Provider is unsure if an item or service is a Covered Service.

(f) Carve-Out Agreements. If at any time during the Term CareOregon or Payor has a Carve-Out Agreement in place with a third party Participating Provider to provide Covered Services to Members subject to a Carve-Out Agreement (**"Carve-Out Vendors"**), for as long as such Carve-Out Agreement is in effect, services subject to the Carve-Out Agreement shall not be Covered Services under this Agreement, except for (a) Emergency Services or (b) Covered Services authorized by CareOregon in advance in accordance with the Program Policies, in which cases the terms and conditions of this Agreement, including compensation, shall apply. CareOregon shall notify Contracted Provider of Carve-Out Agreements through the Program Policies or other notice. Subject to the agreement of the Carve-Out Vendor, Providers may enter into separate agreements with the Carve-Out Vendor, and, except as set forth in this paragraph, the compensation in this Agreement shall not apply to services of Contracted Provider pursuant to the Contracted Provider's agreement with the Carve-Out Vendor. Unless otherwise approved by CareOregon in its written notice to Contracted Provider, if Contracted Provider does not enter into a separate agreement with a Carve-Out Vendor, Contracted Provider will be treated as non-participating with CareOregon and Carve-Out Vendor for services subject to the Carve-Out Agreement. If a Carve-Out Agreement expires or is terminated during the Term, Contracted Provider shall thereafter provide the Covered Services that were subject to the Carve-Out Agreement to Members, subject to and in accordance with the terms and conditions of this Agreement, including compensation.

(g) Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Services. Contracted Provider shall ensure that Providers providing EPSDT services as defined in OAR 410-120-0000 enter into a signed written agreement with the Member or their representative by which the Member or their representative agrees for the Provider to be the Member's regular source for EPSDT services for a stated period of time. Providers providing EPSDT services shall provide to OHA any reports that OHA may reasonably require. Providers providing EPSDT services are required to either provide Oral Health services for Members as indicated by EPSDT screenings or to provide a referral for such services. Referrals may be directly to an Oral Health care provider or to CareOregon for assistance in accessing Oral Health services.

Section 4.03 Claims and Encounter Data/EDI

(a) Clean Claims. Contracted Provider shall prepare and submit Clean Claims to CareOregon within 120 days, or such shorter time period required by Laws or Program Requirements, of the date of a Covered Service or the date of discharge from an inpatient facility, as the case may be. Unless prohibited by Laws or Program Requirements, CareOregon

or Payor may deny payment for any claims that fail to meet CareOregon's or Payor's submission requirements for Clean Claims or that are received after the time limit in this Agreement for filing Clean Claims. Contracted Provider shall use its best commercial efforts to communicate with CareOregon and Payor, submit claims, determine Member eligibility, receive payments and refund payments, receive explanation of benefits, check claims status, submit requests for claims adjustment, and perform other Benefit Plan administrative functions, through such electronic media, including web-based or other online resources or functionalities, as are made available to Contracted Provider by CareOregon or Payor from time-to-time.

(b) Additional Reports. If CareOregon requests additional information, data or reports from a Provider regarding Covered Services to Members for any reason, including for purposes of risk adjustment data validation, even if CareOregon has already paid claims or accepted Encounter Data related to the Covered Services, the Provider shall provide the information, data or reports as requested by CareOregon.

(c) NPI Numbers/Taxonomy Codes. Contracted Provider shall give CareOregon its Providers' National Provider Identification ("**NPI**") numbers and Provider taxonomy codes prior to its Providers becoming Participating Providers under this Agreement. Payment of compensation for Covered Services is conditioned on Providers including their NPI numbers and Provider taxonomy codes on claims or Encounter Data submitted under this Agreement, and CareOregon or Payor may deny payment for Covered Services where Contracted Provider fails to meet these requirements.

(d) Electronic Transaction Requirements. Contracted Provider shall use commercially reasonable efforts to transition to submission of claims and Encounter Data to CareOregon and Payor electronically. For electronically submitted claims, Contracted Provider shall follow the requirements for electronic data interchange in the then-current (1) HIPAA Administrative Simplification transaction standards and (2) the Program Policies.

(e) EFT/Remittance Advice. If Contracted Provider is able to accept payments and remittance advice electronically: (a) Contracted Provider shall register and complete the forms for electronic funds transfer and electronic remittance advice as soon as practicable, but no later than 60 days following CareOregon's confirmation of Contracted Provider's status as a Participating Provider, and (b) if possible Contracted Provider shall accept payments and remittance advice electronically, if CareOregon or Payor prefers to submit electronically. If Contracted Provider is not able to accept payments and remittance advice electronically, Contracted Provider shall make good faith efforts to be able to accept electronic funds transfer and electronic remittance within 12 months after the Effective Date.

(f) Coordination of Benefits. CareOregon and Payor shall coordinate payment for Covered Services in accordance with the terms of a Member's Benefit Plan and Laws. Contracted Provider shall provide CareOregon or Payor with electronic versions of explanations of benefits and other documents and information in their possession regarding insurance covering a Member that is primary to the Member's Benefit Plan. Providers shall bill primary insurers for items and services they provide to a Member before they submit claims for the same items or services to CareOregon or Payor. If Payor is not the primary payor for Covered Services provided to a Member, then when not prohibited by Laws or Program Requirements,

Payor's payment to Provider for such services shall not exceed the compensation in this Agreement less amounts payable by the primary payor or payors, less Member Expenses. Unless prohibited by Laws and Program Requirements, Payor (or CareOregon on Payor's behalf) may recoup payments for items or services provided to a Member where other payors are determined to be responsible for payment for such items and services and, Payor shall provide such information in connection with such action as is required by applicable law, if any.

(g) Subrogation. Contracted Provider shall follow CareOregon and Payor policies and procedures regarding subrogation activity. In any instance where, as a consequence of liability imposed by law, a third party is found responsible for satisfaction of a claim for which Payor has paid Contracted Provider, and where Payor is unable to recover directly from the third party because the third party has already paid Contracted Provider for the claim, Payor may (or CareOregon May on Payor's behalf) recover from Contracted Provider the amounts it paid Contracted Provider for such claims.

(h) No Inducement to Withhold Covered Services. No payment made by Payor under this Agreement is intended as a financial incentive or inducement to reduce, limit or withhold Covered Services from Members.

Section 4.04 Member Protections

(a) No Discrimination. Contracted Provider shall not, and shall ensure its Providers shall not, discriminate in their treatment of Members based on Members' health status, source of payment, cost of treatment, participation in Benefit Plans, race, ethnicity, national origin, religion, gender, age, mental or physical disability, sexual orientation, or genetic information or any other status prohibited by Laws.

(b) Member Protections Against Collections. In no event including nonpayment by Payor, Payor's insolvency or breach of this Agreement, shall Contracted Provider or any of its Providers bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member or persons acting on any Member's behalf, for amounts that are the legal obligation of Payor. This provision (a) shall survive termination or expiration of this Agreement regardless of the cause giving rise to termination or expiration, (b) shall be construed for the benefit of Members, (c) does not prohibit collection of Member Expenses where lawfully permitted or required, and (d) supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Covered Provider (or any Provider) and Members or persons acting on behalf of a Member.

(c) Member Obligation Limited to Member Expenses. Regardless of any denial of a claim or reduction in payment to Contracted Provider by Payor, in no event will a Member be responsible for payment for any Covered Services other than Member Expenses. However, Members shall not be responsible for Member Expenses where collection of Member Expenses is prohibited by Laws, Program Requirements or this Agreement. If payment of an amount sought in a claim is denied or reduced by Payor, Contracted Provider shall adjust Member Expenses accordingly.

(d) Collection of Member Expenses. Except where collection of Member Expenses is prohibited by Laws, Program Requirements or this Agreement, Contracted Provider shall (a) collect Member Expenses directly from the Member, and (b) not waive, discount or rebate any such amounts except as permitted by and in accordance with Laws and Program Requirements, including without limitation laws regarding prohibited inducements to Federal Health Care Program beneficiaries.

(e) No Billing Where Prohibited. Contracted Provider shall not bill Members for any items or services, such as missed appointments or administrative fees, where such billing is prohibited by Laws or Program Requirements.

(f) Facilitation of Payment by Payor. Where CareOregon is not the Payor, CareOregon shall cooperate in facilitating payment to Contracted Provider by Payor hereunder, however, Contracted Provider shall look solely to the Payor for payment for services provided hereunder. CareOregon will enter into arrangements with Payors requiring them to comply with the Contracted Provider payment provisions hereunder.

Section 4.05 Provider Program Policies. The Program Policies supplement and are made a part of and are incorporated into this Agreement. Contracted Providers shall, and shall require their Providers to, comply with the Program Policies. CareOregon may amend the Program Policies from time to time upon notice to Contracted Provider by posting to CareOregon's provider website, email or other means of notice permitted by this Agreement, provided that in the case of material revisions to the Program Policies, CareOregon shall provide notice in accordance with the provisions of this Agreement regarding written notice in paragraph 8.12 and 8.14 hereof, in which event changes to the Program Policies shall become effective 30 days after such posting or notice, or as of such other time period required for CareOregon to comply with Laws, Program Requirements or accreditation standards. Contracted Provider shall have and maintain systems necessary for access to CareOregon's provider website, and check for revisions to the Program Policies from time to time, which Program Policies may be posted on CareOregon's provider website or may be accessible through a link posted on CareOregon's provider website.

Section 4.06 Quality Improvement. Providers shall comply with CareOregon's quality improvement programs, including those designed to improve quality measure outcomes in the then-current Healthcare Effectiveness Data and Information Set ("**HEDIS**") or other quality measures. CareOregon may audit Contracted Provider periodically and upon request Contracted Provider shall provide Records to CareOregon for HEDIS or other quality reasons and risk management purposes. CareOregon desires open communication with Contracted Provider regarding CareOregon's quality improvement initiatives and activities.

Section 4.07 Member Outreach. CareOregon assigns members to a primary care provider (PCP) with the intent that the PCP coordinates the provision of and/or is involved with communication about services for those members among different health and social service professionals and across settings of care. The PCP ensures development of an individualized holistic plan of care that is member centric. CareOregon provides information about assigned members to the PCP to assist the PCP in completing these care coordination activities."

Section 4.08 Alternative Payment Methods. While there is no guarantee under this Agreement, Payor may offer certain Providers the opportunity to participate in Alternative Payment Methods incentive programs ("**Alternative Payment Methods**"). If offered, an Alternative Payment Method will be designed to promote preventive care, quality care and/or ensure the appropriate and cost effective use of Covered Services through appropriate utilization. Alternative Payment Methods may be based in whole or part on achieving certain quality benchmarks using HEDIS or some similar measure, achieving certain Member satisfaction, using electronic funds transfers and remittance or other criteria. If offered, Payor will set forth the specific terms and conditions of the Alternative Payment Method in a separate policy and Contracted Provider's participation shall be subject to the terms and conditions of this Agreement and any applicable policies. CareOregon and Contracted Provider agree that no Alternative Payment Method shall limit Medically Necessary services.

Section 4.09 Utilization Management. Providers shall cooperate and participate in CareOregon's utilization review and case management programs. CareOregon's utilization review/case management programs may include provisions for (a) verification of eligibility and prior authorization for Covered Services, (b) concurrent and retrospective reviews, (c) requirements regarding referrals to third party Participating Providers, including those that are party to Carve-Out Agreements and (d) corrective action plans.

Section 4.10 Member Grievances/Appeals. Contracted Provider shall, and shall ensure its Providers, comply with the Program Policies, Laws and Program Requirements regarding Member grievances and appeals. Such compliance includes but is not limited to providing information, records or documents requested by CareOregon and participating in the grievance/appeal process.

Section 4.11 Compliance. In performing this Agreement, Contracted Provider shall, and shall require its Providers to, comply with all Laws and Program Requirements. Contracted Provider and its Providers shall (a) cooperate with CareOregon with respect to CareOregon's responsibilities under Laws or Program Requirements, and (b) not knowingly take any action contrary to CareOregon's obligations under Laws or Program Requirements.

(a) Privacy/HIPAA. Contracted Provider shall, and shall ensure its Providers, maintain Member information and medical records in accordance with Laws, including Federal and State Laws related to privacy and confidentiality of Member information and medical records, including HIPAA, and shall use and disclose such information or records only in accordance with Laws and Program Requirements.

(b) Fraud, Waste and Abuse. Contracted Provider shall, and shall ensure its Providers, comply with CMS program requirements and Laws designed to prevent or ameliorate fraud, waste, and abuse, including applicable provisions of Federal criminal law, the False Claims Act (31 USC §§ 3729, *et. seq*.), and the anti-kickback statute (Section 1128B(b) of the Social Security Act). In accordance with 42 CFR § 422.503(b)(4)(vi)(c) and 42 CFR § 423.504(b)(4)(vi)(c), Contracted Provider shall, and to the extent required by applicable law, shall require its subcontractors to, adopt and implement an effective compliance program, which must include measures that prevent, detect, and correct noncompliance with CMS program requirements as well as measures that prevent, detect, and correct fraud, waste and abuse. On an

annual basis, an attestation satisfactory to CareOregon must be provided to CareOregon verifying that training and education in compliance and fraud, waste and abuse for Contracted Provider's employees, including the chief executive and senior administrators or managers; governing body members; and first tier, downstream, and related entities, has been conducted.

(c) Accreditation. Contracted Provider shall comply with policies and procedures required by CareOregon to obtain or maintain CareOregon's accreditation from accreditation bodies, including the National Committee for Quality Assurance or Utilization Review Accreditation Commission.

(d) Compliance Program/Reporting. OIG publishes compliance program guidance for health care firms available at http://oig.hhs.gov/fraud/complianceguidance.asp. Contracted Provider shall, and shall require its employees and, to the extent required by law its subcontractors and their employees to: (1) comply with CareOregon's compliance training requirements; and (2) report to CareOregon any suspected fraud, waste, or abuse or criminal acts by CareOregon, Payor, Contracted Provider, its Providers, their respective employees or subcontractors, or by Members. Reports may be made through www.ethicspoint.com or by calling 1-888-265-4068 (24 hours, 7 days a week), or such other vendor as CareOregon may designate by notice to Contracted Provider. Also, if DHHS publishes compliance program requirements that providers must follow as a condition of participation in Federal Health Care Programs, Contracted Provider shall, and to the extent required by law shall require its subcontractors to, comply with such requirements.

(e) Acknowledgement of Federal Funding. Claims, data and other information submitted by or on behalf of Contracted Provider to CareOregon or Payor pursuant to this Agreement may be used, directly or indirectly, for purposes of obtaining payments from Federal or State governments under Federal Health Care Programs, and payments that Contracted Provider receives under this Agreement may be, in whole or in part, from Federal funds.

(f) Certification of Data for Payment. Upon CareOregon's request, Contracted Provider shall submit certification by Contracted Provider, its Providers, or any Subcontracted Provider, stating that, based on Contracted Provider's, the Provider's, or the Subcontracted Provider's best knowledge, information and belief, all data and other information directly or indirectly reported or submitted to CareOregon or Payor pursuant to this Agreement is accurate, complete and truthful.

(g) Exclusive Compensation. Contracted Provider shall not, and shall ensure its Providers do not, claim payment in any form, directly or indirectly, from a Federal Health Care Program for items or services covered under this Agreement, except for wrap around payments made directly by Governmental Authorities to certain qualified providers, such as Federally qualified health centers ("**FQHCs**") or rural health clinics ("**RHCs**"), where applicable.

(h) Ineligible Persons. Contracted Provider warrants and represents as of the Effective Date and throughout the Term and the duration of post expiration or termination transition activities described in this Agreement, that none of it, its Providers or any individual or entity it employs or has contracted with to carry out this Agreement is an Ineligible Person.

(i) Compliance Audit. CareOregon shall be entitled to audit Contracted Provider and its Providers with respect to Contracted Provider's performance of its duties and obligations hereunder and with respect to compliance issues, including their compliance programs, and require them to address compliance issues through education, counseling or corrective action plans. Contracted Provider shall, and shall ensure its Providers, cooperate with CareOregon with respect to any such audit, including by providing CareOregon with Records and site access within such time frames as requested by CareOregon.

(j) CCO Requirements. If the Benefit Plans include CCO plans, Contracted Provider shall comply with Exhibit B hereto setting forth the State of Oregon CCO subcontractor/provider requirements and shall require its Providers to comply therewith.

(k) Medicare Advantage Requirements. If the Benefit Plans include Medicare Advantage plans, Contracted Provider shall comply with Exhibit C hereto setting forth the federal Medicare Advantage subcontractor/provider requirements and shall require its Providers to comply therewith.

(l) Licensure. Contracted Provider shall secure and maintain all necessary licenses, certificates, permits, registrations, consents, approvals and authorizations that must be obtained by it to perform its obligations under this Agreement. As required by Program Requirements, Contracted Providers shall, and shall require its Providers to, meet the conditions of participation and be enrolled in applicable Federal Health Care Programs (including for dual eligible special needs plan Members, both Medicare and Medicaid) and have all licenses and accreditations necessary to meet such conditions of participation.

Section 4.12 Insurance. Contracted Provider and its Providers shall secure and maintain for themselves and their employees, commercial general liability and professional liability (malpractice) insurance or self-insurance coverage for claims arising out of events occurring during the Term and any post expiration or termination activities under this Agreement, in amounts required to meet Credentialing Criteria, and workers' compensation insurance as required by State Laws. Contracted Provider and its Providers shall, upon request of CareOregon, provide CareOregon with certificates of insurance or other evidence of coverage reflecting satisfaction of the foregoing requirements of this paragraph. Contracted Provider and its Providers shall provide at least 30 days' prior notice to CareOregon in advance of any material modification, cancellation or termination of their insurance.

Section 4.13 Proprietary Information. In connection with this Agreement, Contracted Provider may obtain from CareOregon, its Affiliates, or Payors, directly or indirectly, certain information that CareOregon or its Affiliates or Payors have: (1) taken reasonable measures to maintain as confidential and that is not being generally known or readily ascertainable by the public or (2) has marked as confidential or proprietary ("**Proprietary Information**"). Proprietary Information includes, but is not limited to, Member lists, the compensation provisions of this Agreement and other information relating to CareOregon's or its Affiliates' or Payors' business that is not generally available to the public. Contracted Provider shall, and shall require its employees, agents and subcontractors to, hold in confidence and not disclose any Proprietary Information and not use Proprietary Information except (a) as expressly permitted under this Agreement, or (b) as required by Laws or legal or regulatory process. Contracted

Provider shall, and shall require its employees, agents and subcontractors to, provide CareOregon with prior notice of any such disclosure required by Laws or legal or regulatory process so that CareOregon can seek an appropriate protective order. Contracted Provider shall, and shall require its employees, agents and subcontractors to, disclose Proprietary Information only in order to perform their obligations under this Agreement, and only to persons who have agreed to maintain the confidentiality of the Proprietary Information. The requirements of this Agreement regarding Proprietary Information shall survive expiration or termination of this Agreement.

Section 4.14 Required Notices. In addition to any other notices required under this Agreement, Contracted Provider shall give notice to CareOregon within two business days of the occurrence of any event that could reasonably be expected to impair the ability of Contracted Provider or any Provider to comply with the obligations of this Agreement, including any of the following with respect to Contracted Provider or any of its Providers: (a) an occurrence that causes any of the representations and warranties in this Agreement to be inaccurate; (b) failure to maintain insurance as required by this Agreement; (c) a license, certification or accreditation expires or is suspended, revoked, conditioned or otherwise restricted; (d) exclusion, suspension or debarment from, or imposition of sanction under a Federal Health Care Program; (e) a disciplinary action is initiated by a Governmental Authority; (f) hospital privileges are suspended, limited, revoked or terminated; (g) a grievance or legal action is filed by a Member; (h) investigation for fraud or a felony; or (i) a settlement related to any of the foregoing is entered by Provider or Contracted Provider.

Section 4.15 Indemnification. Except to the extent prohibited by applicable law Contracted Provider shall indemnify and hold CareOregon harmless from any and all liability, damages, costs and expenses, including reasonable attorney's fees, that CareOregon or its officers, employees or agents become obligated to pay due to the negligent or intentional acts or omissions of Covered Provider or any of its officers, employees or agents arising out of Covered Provider's duties and obligations under this Agreement, provided that no indemnification will be required to the extent it would result in the loss of available coverage under the liability insurance maintained by Participating Provider. In the event Covered Provider is a public body pursuant to the Oregon Tort Claims Act, then Covered Provider's indemnification obligation hereunder shall be subject to the applicable enforceable limits of the Oregon Tort Claims Act and in accordance with the Oregon Constitution. Except to the extent prohibited by applicable law CareOregon shall indemnify and hold Contracted Provider harmless from any and all liability, damages, costs and expenses, including reasonable attorney's fees, that Contracted Provider or its officers, employees or agents become obligated to pay due to the negligent or intentional acts or omissions of CareOregon or any of its officers, employees or agents arising out of CareOregon's duties and obligations under this Agreement, provided that no indemnification will be required to the extent it would result in the loss of available coverage under the liability insurance maintained by Participating Provider. The parties acknowledge that state and federal agencies may review and audit all contracts, claims, bills and other expenditures of Medicare, Medicaid, and other medical assistance program funds, to determine compliance. Covered Provider agrees to indemnify and hold harmless CareOregon from any and all liability arising out of any suit, investigation, administrative action, fine, penalty or sanction by such state or federal agencies against CareOregon arising from negligent or wrongful actions of the Covered Provider, its officers, agents or employees. CareOregon agrees to indemnify and hold harmless Covered Provider from any and all liability arising out of any suit,

investigation, administrative action, fine, penalty or sanction by such state or federal agencies against Covered Provider arising from negligent or wrongful actions of the CareOregon, its officers, agents or employees. This Section 4.14 shall survive the termination or expiration of this Agreement.

ARTICLE V.
CAREOREGON RESPONSIBILITIES

Section 5.01 ID Cards. CareOregon shall cause to be issued identification cards, or the functional equivalent thereof, to Members and instruct them to present their cards or equivalent to providers when seeking health care items and services.

Section 5.02 Claims Processing. Payor shall pay or deny Clean Claims by the forty-fifth (45th) day after CareOregon receives a Clean Claim, or such earlier time as is required by Laws. Payor may use claims editing software programs to assist it in determining proper coding for Contracted Provider claims hereunder. Such software programs use industry standard coding criteria and incorporate guidelines established by CMS such as the National Correct Coding Initiative and the National Physician Fee Exhibit Database, the AMA and Specialty Society correct coding guidelines, and state specific regulations. These software programs may result in claim edits for specific procedure code combinations.

Section 5.03 Compensation. Compensation to Contracted Provider for Covered Services hereunder shall be as set forth in **Exhibit C-1, D-1 and E-1** subject to any adjustments called for in the payment provisions of this Agreement including without limitation provisions pertaining to recoupment of overpayment, coordination of benefits, and prior authorization. Exhibit C-1, D-1 and E-1 may be amended or replaced pursuant to the notice provisions of Paragraph 8.14. Covered Provider shall accept such compensation (plus wrap around payments from Governmental Authorities to qualified providers such as FQHCs or RHCs, where applicable) as payment in full for Covered Services rendered to Members and all other activities of Covered Provider and its Providers under this Agreement. Contracted Provider shall not receive payment for items and services constituting Never Events or Non-Contracted Services. Any claim for payment by Contracted Provider hereunder shall be brought within one year after the payment obligation arose or such claim shall be time barred.

Section 5.04 Medical Record Review. CareOregon or Payor may perform concurrent or retrospective reviews of medical records for utilization management purposes or to verify that items and services billed to or paid for were provided and billed correctly in accordance with this Agreement and the Program Policies, or were Covered Services (including that such items and services were Medically Necessary) and Contracted Provider shall, and shall ensure its Providers, cooperate in such review.

Section 5.05 Recoupment of Overpayments. Unless otherwise prohibited by Laws, Contracted Provider, for itself and its Providers, authorizes Payor to deduct from amounts that may otherwise be due and payable to Contracted Provider any outstanding amounts that Contracted Provider may owe Payor for any reason, including Overpayments, in accordance with its recoupment policy and procedure; "**Overpayment**" for purposes of this Agreement means any funds that Contracted Provider or its Provider receives or retains to which Contracted

Provider or its Provider is not entitled, including overpayments (a) for items and services later determined not to be Covered Services, (b) due to erroneous or excess reimbursement including any findings as a result of audit(s) performed by OHA Office of Program Integrity Audit Unit in accordance with OAR 407-120-1505 and the CCO Contract, Exhibit B, Part 9, Section 14. (c) resulting from errors and omissions relating to changes in enrollment, claims payment errors, data entry errors or incorrectly submitted claims, or (d) for claims paid when Payor was the secondary payor and the Provider should have been reimbursed by the primary payor. An Overpayment also includes any payment Payor makes that is the obligation of and not paid by a Provider, including for improperly collected Member Expenses due a Member. If there are no payments to offset, or otherwise upon request of Payor, Contracted Provider shall repay Overpayments to Payor within 30 days, or such other time frame as may be mandated by Laws or Program Requirements, of the Contracted Provider's receipt of notice of such Overpayment. This paragraph shall survive expiration or termination of this Agreement.

Section 5.06 Suspension of Payment. If DHHS suspends payments to Contracted Provider or any of its Providers while Governmental Authorities investigate an allegation of fraud, then Payor may suspend the Provider and payments for Covered Services provided by the Provider during the period of the DHHS suspension of payments.

Section 5.07 Retained or Delegated Functions. To the extent allowed by Law, CareOregon may delegate functions related to Benefit Plan management to third parties or to Payor. Alternatively, Payor may retain certain functions in administering the Benefit Plan. Examples of functions that may be performed by CareOregon, Payor or a third party, depending upon the specific Benefit Plan include for example, issuing Member identification cards or the equivalent, credentialing, administration of Member or Provider grievances and appeals, quality improvement, auditing, billing, inspection, monitoring, prior authorizations, utilization review, and case management. In instances where CareOregon delegates functions to Payor or another third party or Payor retains certain functions, CareOregon shall notify Contracted Provider in writing of such delegation or retention of the function and Contracted Provider shall cooperate with the CareOregon designee in performing functions or duties hereunder to the same extent that Contracted Provider is required to cooperate with CareOregon hereunder in performing such functions and duties.

Section 5.08 CareOregon License. CareOregon is and will remain properly licensed and/or accredited in accordance with Laws.

Section 5.09 Insurance. CareOregon shall maintain such policies of general and professional liability insurance in accordance with Laws and to insure CareOregon against claims regarding CareOregon operations and performance under this Agreement.

ARTICLE VI.
RECORDS; ACCESS; AUDITS

Section 6.01 Maintenance. Contracted Provider shall, and shall cause its subcontractors to, maintain operational, financial and administrative records, contracts, books, files, data and other documentation related to the Covered Services provided to Members, claims filed and other services and activities conducted under this Agreement ("**Records**"). Contracted Provider shall

ensure that such Records are kept in accordance with Laws, Program Requirements, generally accepted accounting principles (as applicable) and prudent record keeping practices and are sufficient to enable CareOregon to enforce its rights under this Agreement, including this paragraph, and to determine whether Contracted Provider and its subcontractors and their respective employees are performing or have performed Contracted Provider's obligations in accordance with this Agreement, Laws and Program Requirements. Contracted Provider shall, and shall cause its subcontractors to, maintain such Records for the time period set forth in the applicable Program Attachment governing the Benefit Plan. Records that are under review or audit shall be retained until the completion of such review or audit if that date is later than the time frame indicated above.

Section 6.02 Access and Audit. CareOregon and OHA Office of Program Integrity Audit Unit ("PIAU") shall have the right to monitor, inspect, evaluate and audit Contracted Provider and its Providers and subcontractors as necessary to comply with Laws or Program Requirements or to verify Contracted Provider's compliance with and satisfactory performance of, this Agreement. In connection with any monitoring, inspection, evaluation or audit, Contracted Provider shall, and shall cause its Providers and subcontractors to, at no additional cost to CareOregon or PIAU, provide CareOregon or PIAU with access to all Records, personnel, physical facilities, equipment and other information necessary for CareOregon or its auditors to conduct the audit. Within ten business days of CareOregon's or PIAU's written request for Records, or such shorter time period required for CareOregon to comply with requests of Governmental Authorities, Contracted Provider shall, and shall cause its Providers and subcontractors to, compile and prepare all such Records and furnish such Records to CareOregon or PIAU in a form as reasonably requested by CareOregon or PIAU. CareOregon shall pay the reasonable copying cost, which shall include only the direct cost of copying and not the cost of personnel used in gathering the records and arranging for copying. Contracted Provider shall provide CareOregon with an estimate of such costs and obtain CareOregon consent prior to copying such records. In CareOregon's discretion, rather than pay the direct cost of the copies, CareOregon may arrange for copies to be made at its own expense.

Section 6.03 Survival. The requirements of this Agreement regarding Records, access, inspection, and audit shall survive expiration or termination of this Agreement.

ARTICLE VII.
TERM AND TERMINATION

Section 7.01 Term. The term of this Agreement (the "**Term**") shall begin on the Effective Date and continue for a period of one year, and thereafter shall renew for successive periods of one year each unless a Party provides notice of nonrenewal to the other at least 90 days before the end of the then current (initial or renewal) term, unless and until the Agreement is terminated in accordance with the terms and conditions of the Agreement, including those in a Program Attachment.

Section 7.02 Termination

(a) Termination Without Cause. Either Party may terminate this Agreement, in whole or with respect to any particular Program or Benefit Plan, at any time upon 90 days' prior

notice to the other. CareOregon may terminate this Agreement as to any particular Provider at any time for any reason or no reason upon 90 days' prior notice to Contracted Provider.

(b) Termination for Cause.

(i) A Party may terminate this Agreement for material breach of this Agreement by the other Party by providing the other Party at least 90 days' prior written notice specifying the nature of the material breach, and no cure having been made during the first 60 days of the notice period.

(ii) CareOregon may terminate this Agreement as to a particular Provider for a material failure by the Provider to comply with any of the terms or provisions of this Agreement by providing Contracted Provider at least 90 days' prior notice specifying the nature of the material failure, no cure having been made to CareOregon's satisfaction during the first 60 days of the notice period. Upon termination by CareOregon of a Provider, Contracted Provider shall remove Provider from performing any of the services hereunder.

(c) Immediate Termination. CareOregon may terminate this Agreement in its entirety, or with respect to a particular Provider, upon immediate notice to Contracted Provider upon the occurrence of any of the following: (a) termination is necessary for health and safety of one or more Members; (b) a Provider suffers the loss, suspension or restriction of a license from a Governmental Authority or accreditation from an accreditation body required to carry out its obligations under this Agreement, including meeting the conditions of participation in applicable Programs; (c) Covered Provider or any of its Providers becomes an Ineligible Person or voluntarily withdraws from participation in applicable Programs, and is not immediately terminated by Contracted Provider; (d) a Governmental Authority orders CareOregon to terminate the Agreement; (e) CareOregon reasonably determines or a Governmental Authority determines or advises that a Provider or Contracted Provider is engaging or has engaged in fraud or abuse, or has submitted a false claim; (f) a Provider fails to meet Credentialing Criteria; (g) a Provider or Contracted Provider fails to maintain insurance as required by this Agreement; (h) a Provider or Contracted Provider undergoes a change of control that is not acceptable to CareOregon; or (i) Contracted Provider becomes insolvent, is adjudicated as bankrupt, has its business come into possession or control of any trustee in bankruptcy, has a receiver appointed for it, or makes a general assignment for the benefit of its creditors.

(d) Transition of Care. To ensure that a transition is undertaken in an orderly manner that maximizes Member safety and continuity of care, upon expiration or termination of this Agreement for any reason upon request of CareOregon, Contracted Provider shall continue to provide care and assist in transitioning Members to new providers in accordance with Laws and Program Requirements ("**Transitional Care**"). Such Transitional Care requirements may include, for example, that care for certain chronic or acute conditions continue for 90 days after the end of the Term and that post-partum care is provided after the end of the Term for Members in their second or third trimester as of the date the Term ended. The terms and conditions of this Agreement shall apply to Transitional Care after the Term, provided that notwithstanding any compensation provisions of this Agreement, Contracted Provider shall be paid for such transitional services provided after the Term at 100 percent of Payor's then current rate schedule

for the applicable Benefit Plan. The Transitional Care provisions in this paragraph shall survive expiration or termination of this Agreement.

(e) Notification to Members. Upon expiration or termination of this Agreement, CareOregon will communicate such expiration or termination to Members as required by and in accordance with Laws and Program Requirements. Contracted Provider shall obtain CareOregon's prior written approval of Provider communications to Members regarding the expiration or termination of this Agreement. The foregoing sentence shall not prevent a Provider from engaging in communications with his patient regarding the patient's health.

ARTICLE VIII.
DISPUTE RESOLUTION

Section 8.01 Provider Administrative Review and Appeals. Where applicable, a Provider or Contracted Provider shall exhaust all CareOregon or Payor review and appeal rights regarding provider disputes in accordance with the Program Policies before seeking any other remedy. Where required by Laws or Program Requirements, administrative reviews and appeals shall be subject to and resolved in accordance with applicable administrative law.

Section 8.02 Disputes. Disputes between CareOregon and a Provider or Contracted Provider related to this Agreement must be submitted to arbitration within one year of the act or omission giving rise to the claim or dispute. The failure to initiate arbitration within the foregoing time period will constitute waiver of such claims and disputes.

Section 8.03 Dispute Resolution. Before a Party initiates arbitration regarding a claim or dispute under this Agreement (a "**Dispute**"), the Parties shall meet and confer in good faith to seek resolution of the Dispute. If a Party desires to initiate the procedures under this paragraph, the Party shall give notice (a "**Dispute Initiation Notice**") to the other Party providing a brief description of the nature of the Dispute, explaining the initiating Party's claim or position in connection with the Dispute, including relevant documentation, and naming an individual with authority to settle the Dispute on such Party's behalf. Within 20 days after receipt of a Dispute Initiation Notice, the receiving Party shall give a written reply (a "**Dispute Reply**") to the initiating Party providing a brief description of the receiving Party's position in connection with the Dispute, including relevant documentation, and naming an individual with the authority to settle the Dispute on behalf of the receiving Party. The Parties shall promptly make an investigation of the Dispute, and commence discussions concerning resolution of the Dispute within 20 days after the date of the Dispute Reply. If a Dispute has not been resolved within 30 days after the Parties have commenced discussions regarding the Dispute, either Party may submit the dispute to arbitration subject to the terms and conditions herein. Failure to comply with this paragraph shall not bar a party from submitting the Dispute to arbitration; however, a Party's failure to take advantage of this informal process may be considered by the arbitrator in making any award of attorneys' fees hereunder.

Section 8.04 Arbitration. Except as barred or excepted by this Agreement, all claims and disputes between the Parties shall be resolved exclusively by final, binding and confidential arbitration in Multnomah County, Oregon. The arbitration shall be conducted using the rules and under the auspices of the Arbitration Service of Portland ("**ASP**"). The arbitration shall be held

before a single arbitrator, unless the amount in dispute is more than $10 million, in which case it will be held before a panel of three arbitrators. In a case with a single arbitrator, the Parties shall select the arbitrator by agreement within 30 days of the date the Demand for Arbitration is filed, and if the Parties are unable to agree on the selection of an arbitrator within such time, ASP shall select an independent arbitrator. In the case of a panel, each Party shall select an arbitrator, and the two arbitrators shall select the third arbitrator, and if the two arbitrators are unable to agree on the selection of a third arbitrator within thirty days after arbitration is initiated, ASP shall select an independent third arbitrator. The arbitrator or panel may not certify a class or conduct class-based arbitration. The decision of the arbitrator or panel shall be final and binding on the Parties. The award of the arbitrator or panel may be confirmed or enforced in any court having jurisdiction. Except as otherwise provided in this Agreement, each Party shall bear its own costs related to the arbitration, including costs of subpoenas, depositions, transcripts, witness fees, and attorneys' fees and the compensation and expenses of the arbitrator and administrative fees or costs of the arbitration shall be borne equally by the Parties.

Section 8.05 Damages Limitation. In no event shall CareOregon be liable to Contracted Provider for any incidental, indirect, special, consequential or emotional distress damages of any kind.

Section 8.06 Governing Law/Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Oregon, without regard to principles of conflict of laws. Each of the Parties hereby agrees and consents to be subject to the exclusive jurisdiction and venue of the appropriate state or federal court located in Multnomah County Oregon, in any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement that is not subject to arbitration.

Section 8.07 Waiver of Jury Trial. Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, trial by jury in any suit, action or proceeding arising hereunder.

Section 8.08 Equitable Relief. Notwithstanding anything in this Agreement to the contrary, either Party may bring court proceedings to seek temporary or preliminary injunctive relief to enforce any right, duty or obligation under this Agreement.

Section 8.09 Independent Contractors. The Parties are independent contractors. This Agreement shall not be deemed to create a partnership or joint venture, or an employment or agency relationship between the Parties. Neither Party has the right nor the authority to assume or create any obligation or responsibility on behalf of the other. Neither Party is liable for the acts of the other.

Section 8.10 No Steering. For the Term and for one year thereafter, Contracted Provider shall not, and shall ensure that its Providers do not, engage in steering or otherwise directly or indirectly solicit any Member to cease or reduce its business with CareOregon or any Benefit Plan.

Section 8.11 Third Parties. Except as otherwise provided in this Agreement, this Agreement is not a third-party beneficiary contract and no provision of this Agreement is intended to create

or may be construed to create any third party beneficiary rights in any third party, including any Member or any Provider.

Section 8.12 Notices. Except for non-material revisions to the Program Policies, all notices required or permitted under this Agreement must be in writing and sent by (a) hand delivery, (b) U.S. certified mail, postage prepaid, return receipt requested, (c) overnight delivery service providing proof of receipt, (d) facsimile or (e) email, to the addresses of the Parties as set forth on the signature page. Each Party may designate by notice any future or different addresses to which notices will be sent. Notices will be deemed delivered upon receipt or refusal to accept delivery. Notice to Contracted Provider shall constitute notice to its Providers.

Section 8.13 Incorporation of Laws/Program Requirements/Accreditation Standards. All terms and conditions of this Agreement are subject to Laws, Program Requirements and accreditation standards. Any term, condition or provision now or hereafter required to be included in the Agreement by Laws, Program Requirements or accreditation standards shall be deemed incorporated herein and binding upon and enforceable against the Parties, regardless of whether or not the term, condition or provision is expressly stated in this Agreement. CareOregon may amend this Agreement upon notice to Contracted Provider to comply with Laws, Program Requirements or accreditation standards, and such amendment shall be effective upon receipt or such other date indicated on the amendment.

Section 8.14 Amendment. Except as otherwise stated in this paragraph, this Agreement and its Exhibits may only be modified in writing and signed by the authorized parties hereto. Notwithstanding the foregoing: (a) CareOregon may amend this Agreement, and its Exhibits, upon thirty (30) days' written notice to Contracted Provider and such amendments shall automatically become effective thirty-one (31) days after the date of written notice, unless written notice rejecting such amendments is delivered to CareOregon by Contracted Provider within thirty (30) days, in which case CareOregon may terminate this Agreement for convenience in accordance with this Agreement; (b) CareOregon may make Non-Material Changes to the Exhibits effective immediately upon notice (or effective on such later date specified in the notice) to Contracted Provider ("**Non-Material Changes**" shall mean routine updates to CPT or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes), and other changes that do not have a material impact on Contracted Provider's continued ability to render Covered Services to Members); and (c) CareOregon may make amendments to the Agreement or Exhibits that are necessary to comply with Laws or Government Contracts effective immediately upon notice to Contracted Provider (or effective on such later date specified in the notice).

Section 8.15 Assignment. Contracted Provider may not assign, delegate or transfer this Agreement, in whole or in part, without the prior written consent of CareOregon. CareOregon may assign this Agreement, in whole or in part, to any of its Affiliates or to the purchaser of the assets or successor to the operations of CareOregon or its Affiliates.

Section 8.16 Name, Symbol and Service Mark. The Parties shall not use each other's name, symbol, logo, or service mark for any purpose without the prior written approval of the other. Notwithstanding the foregoing: (a) Contracted Provider and its Providers may include CareOregon's or Benefit Plan names in listings of health plans Contracted Provider and its

Providers participate in, and (b) CareOregon or Payors may use information about Contracted Provider and its Providers in information or publications identifying Participating Providers or as required by Laws or Program Requirements. Contracted Provider shall, and shall require its Providers to, provide comparable treatment to CareOregon and Payors as they provide to other managed care organizations or private insurers with respect to marketing or the display of cards, plaques or other logos supplied by CareOregon or Payor to inform Members that Providers are Participating Providers under the Benefit Plans.

Section 8.17 Other Agreements. If a Provider participates as a Participating Provider under more than one agreement with CareOregon or Payor for a particular Program, CareOregon or Payor will compensate the Provider for Covered Services it provides to Members of Benefit Plans in that Program under the agreement selected by CareOregon or Payor.

Section 8.18 Force Majeure. Each Party shall have and maintain disaster recovery plans in accordance with industry standards. However, if either Party's performance under this Agreement is prevented, hindered or delayed by reason of any cause beyond the Party's reasonable control that cannot be overcome by reasonable diligence, including war, acts of terrorism, civil disorders, labor disputes (other than strikes within such Party's own labor force), governmental acts, epidemics, quarantines, embargoes, fires, earthquakes, storms, or acts of God, such Party shall be excused from performance to the extent that it is prevented, hindered or delayed thereby, during the continuances of such cause; and such Party's obligations hereunder shall be excused so long as and to the extent that such cause prevents or delays performance. If Covered Provider is unable to perform under this Agreement due to an event as described in this paragraph, CareOregon may take whatever action is reasonable and necessary under the circumstances to ensure its compliance with Laws and Program Requirements and equitably adjust payments to Covered Provider until Covered Provider resumes its performance under this Agreement.

Section 8.19 Severability. When possible, each provision of this Agreement shall be interpreted in such a manner as to be effective, valid and enforceable under Laws. If any provision of this Agreement is held to be prohibited by, or invalid or unenforceable under Laws, such provision shall be ineffective only to the express extent of such prohibition, unenforceability or invalidity, without invalidating the remainder of this Agreement.

Section 8.20 Waiver. No waiver shall be effective unless in writing and signed by the waiving Party. A waiver by a Party of a breach or failure to perform this Agreement shall not constitute a waiver of any subsequent breach or failure.

Section 8.21 Entire Agreement. This Agreement, including the Exhibits, each of which are made a part of and incorporated into this Agreement, comprises the complete agreement between the Parties and supersedes all previous agreements and understandings (whether verbal or in writing) related to the subject matter of this Agreement.

Section 8.22 Headings. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision of it.

Section 8.23 Interpretation. Both Parties have had the opportunity to review this Agreement with legal counsel, and any ambiguity found in this Agreement shall not be construed in a Party's favor on the basis that the other Party drafted the provision containing the ambiguity.

Section 8.24 Survival. Any provision of this Agreement, including any Exhibit that requires or reasonably contemplates the performance or existence of obligations by a Party after expiration or termination of this Agreement shall survive such expiration or termination regardless of the reason for expiration or termination.

Section 8.25 Rights Cumulative. Except as set forth herein, all rights and remedies of a Party in this Agreement are cumulative, and in addition to all legal rights and remedies available to such Party.

Section 8.26 Counterparts/Electronic Signatures. This Agreement may be executed in any number of counterparts. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronic mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

Section 8.27 Warranties and Representations. Each Party warrants and represents, as of the Effective Date and continuously thereafter throughout the entire Term and during the post expiration or termination transition period described herein, as follows:

(a) The Party is a corporation or other legally recognized entity duly incorporated or organized, validly existing and in good standing under the laws of the State in which it is incorporated, organized or operating, and it has the authority to transact business in each State in which it operates.

(b) The Party has the corporate or company power and legal authority to, and has taken all necessary corporate or other action on its part to, authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.

(c) This Agreement has been duly executed and delivered by the Party, and constitutes a legal, valid, and binding agreement that is enforceable against such Party in accordance with its terms.

(d) The execution and delivery of this Agreement and the performance of the Party's obligations hereunder do not (a) conflict with or violate any provision of the Party's organizational documents or Laws, or (b) conflict with, or constitute a default under, any contractual obligation of the Party.

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned, with the intent to be legally bound, have caused this Agreement to be duly executed and effective as of the Effective Date.

CAREOREGON, INC.

Signature:_____

Name: Teresa K. Learn

Title: Chief Financial Officer

Date:_____

CLACKAMAS COUNTY: HEALTH AND HUMAN SERVICES

Signature: _____

Name: _____

Title: _____

Date: _____

Tax ID: _____

CareOregon Notice Address:

Attention: Chief Financial Officer
CareOregon, Inc.

315 SW Fifth Avenue
Portland, OR 97204

Contracted Provider Notice Address:

Attention: Administrator
Clackamas County: Health and Human Services
2051 Kaen Rd
Oregon City, OR 97045

EXHIBIT A

LIST OF APPLICABLE BENEFIT PLANS

Oregon Health Plan (OHP/Medicaid)

Coordinated Care Organizations

CCOs with a CareOregon OHP Payor Arrangement

☒ Columbia Pacific CCO, LLC

☒ Jackson County CCO, LLC, DBA Jackson Care Connect

☒ Tri-County Medicaid Collaborative, DBA Health Share of Oregon (behavioral health services only)

Medicare Plans

☒ CareOregon Medicare Advantage Plus

Private Insurance Plans

☐ None.

EXHIBIT B
PROGRAM ATTACHMENT

MEDICARE ADVANTAGE REQUIREMENTS

The Department of Health and Human Services, Centers for Medicare and Medicaid Services ("CMS") requires that specific terms and conditions be incorporated into the agreement between a Medicare Advantage Organization or First Tier Entity and a First Tier Entity or Downstream Entity to comply with the Medicare laws, regulations, and CMS instructions, including, but not limited to, the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Pub. L. No. 108173, 117 Stat. 2066 ("MMA"); and

Except as provided herein, all other provisions of the Provider Agreement ("Agreement") not inconsistent herein shall remain in full force and effect. This Exhibit shall supersede and replace any inconsistent provisions to such Agreement; to ensure compliance with required CMS provisions, and shall continue concurrently with the term of such Agreement.

Definitions:

The following definitions shall be applicable to this Exhibit.

Centers for Medicare and Medicaid Services ("CMS") means the agency within the Department of Health and Human Services that administers the Medicare program.

Completion of Audit means completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.

Downstream Entity means any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage ("MA") benefit, below the level of the arrangement between an MA organization (or applicant) and a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

Final Contract Period means the final term of the contract between CMS and the Medicare Advantage Organization.

First Tier Entity means any party that enters into a written arrangement, acceptable to CMS, with an MA organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program.

Medicare Advantage ("MA") means an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

Medicare Advantage Organization ("MA Organization") means a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.

Member means a Medicare Advantage eligible individual who has enrolled in or elected coverage through a Medicare Advantage Organization.

Provider means (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

Related Entity means any entity that is related to the MA Organization by common ownership or control and (1) performs some of the MA Organization's management functions under contract or delegation; (2) furnishes services to Medicare Members under an oral or written agreement; or (3) leases real property or sells materials to the MA Organization at a cost of more than $2,500 during a contract period.

Contracted Provider is a First Tier Entity. Contracted Provider agrees and shall ensure that its Downstream Entities agree to the following:

HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of Contracted Provider and its Downstream Entities and entities related to CMS' contract with any MA Organization to which Contracted Provider provides services pursuant to the Agreement through 10 years from the final date of the final contract period of the contract entered into between CMS and the MA Organization or from the date of completion of any audit, whichever is later. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)]

1. Contracted Provider and its Downstream Entities will comply with the confidentiality and Member record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by Members to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118]

2. Members will not be held liable for payment of any fees that are the legal obligation of the MA Organization. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

3. For all Members eligible for both Medicare and Medicaid, Members will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Contracted Provider and its Downstream Entities shall ensure all Providers providing services under the Agreement will be informed of Medicare and Medicaid

benefits and rules for Members eligible for Medicare and Medicaid. Neither Contracted Provider nor Downstream Entity may impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the Member under title XIX if the Member were not enrolled in such a plan. Providers providing services under the Agreement will: (1) accept the MA plan payment as payment in full, or (2) bill the appropriate State source. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

4. Any services or other activity performed by Contracted Provider in accordance with the Agreement, or by Contracted Provider's Downstream Entity pursuant to an agreement between Contracted Provider and its Downstream Entity, are consistent and comply with the MA Organization's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)]

5. Pursuant to 42 C.F.R. §§ 422.520(b)(1) and (2), the Agreement has a prompt payment provision. See Paragraph 5.02 of the Agreement.

6. Contracted Provider and any related entity, contractor or subcontractor will comply with all applicable Medicare laws, regulations, and CMS instructions. [42 C.F.R. §§ 422.504(i)(4)(v)]. To the extent required by law Contracted Provider shall monitor the compliance of Contracted Provider's Downstream Entities will comply with all applicable Medicare laws, regulations, and CMS instructions.

7. The MA Organization's activities or responsibilities under its contract with CMS are delegated to Contracted Provider as follows:

   (i) See paragraph 4.02 regarding Contracted Provider's obligations and duties.

   (ii) See Paragraph 7.02 regarding CareOregon's right to terminate the Agreement The MA Organization will monitor the performance of the parties on an ongoing basis pursuant to Paragraphs 4.10(i) and 6.02 of the Agreement.

   (iii) The credentials of Providers providing services pursuant to the Agreement shall be either reviewed by the MA Organization or the credentialing process will be reviewed and approved by the MA Organization and the MA Organization shall audit the credentialing process on an ongoing basis. See Agreement paragraph 4.01 (c).

   (iv) If the MA Organization delegates the selection of providers, contractors, or subcontractor, the MA Organization retains the right to approve, suspend, or terminate any such arrangement. See Agreement paragraph 7.02(b)(ii) and (c) (ability to terminate with respect to any Provider).

   [42 C.F.R. §§ 422.504(i)(4) and (5)]

In the event of a conflict between the terms and conditions above and the terms of a related agreement, the terms above control.

EXHIBIT C

WRAPAROUND AND SYSTEM OF CARE GOVERNANCE

A. Statement of Work

1. **Definitions**.
   Capitalized terms used in this Exhibit, but not otherwise defined in the Exhibit, shall have the same meaning as those terms in the CCO Contract, Exhibit A.

2. **Services**. Wraparound and System of Care Governance services will be provided as outlined in Exhibit M, Section 21, subsections (m), (n), (o), and (p)(3) of the CCO Contract.

    a. Wraparound Supports: Provider shall provide Wraparound supports to eligible Members in accordance with OAR 309-019-0162 and 309-019-0163.
        i. Provider may contact OHA's Wraparound and System of Care Coordinator in the Child and Family Behavioral Health Unit for technical assistance with drafting its Wraparound policies and procedures.
        ii. Caseload Ratio. Wraparound services are required to be provided in a 1:15 ratio. If the caseload of Provider's workforce exceeds a 1:15 staff to member ratio in the aggregate for 90 or more business days Provider may initiate a meeting with CareOregon to discuss the continued feasibility of the agreement contained within this exhibit. This could potentially lead to a decision to add more capacity, or a revision of priority populations, length of services, etc.
        iii. Provider will notify CareOregon within five (5) business days if Provider has identified Members who are eligible to receive Wraparound supports but cannot receive such supports immediately. CareOregon or Provider may initiate a meeting to discuss strategies for expediting Wraparound supports.
        iv. Provider will work with CareOregon to ensure sufficient funding and resources to implement Wraparound Care Coordination Services to Fidelity for Members seventeen (17) years and younger for any of the following situations:
            1. Placement in Secure Adolescent Inpatient Program (SAIP), Secure Children's Inpatient Program (SCIP);
            2. Psychiatric Residential Treatment Services (PRTS) or the Commercial Sexually Exploited Children's residential program funded by OHA; and
            3. Children approved by the local/regional Wraparound Review Committee.

v. Provider shall convene and maintain a Wraparound Review Committee in accordance with OAR 309-019-0162 and OAR 309-019-0163.
vi. Provider shall ensure the implementation of Fidelity Wraparound by hiring and/or subcontracting for and training the following staff:
    1. Wraparound Care Coordinator
    2. Wraparound supervisor
    3. Wraparound Coach
vii. Provider shall ensure Behavioral Health Providers (including day treatment, PRTS, SAIP and SCIP Providers) are trained in Wraparound values and principles and the Provider's role within the Wraparound child and Family Team. Provider may partner with other counties in offering this training.
viii. OHA, CareOregon, or their designees will review Behavioral Health data and conduct Fidelity reviews in order to determine whether the CCO, CareOregon, and Provider has complied with its Wraparound obligations under the CCO Contract Exhibit M. Fidelity reviews will occur as follows: (i) in accordance with OAR 309-019-0163, (ii) in connection with receipt of Wraparound Fidelity Tool Index Tool (WFIEZ) used by OHA, (iii) once per biennium, and (iv) as may be requested from time to time by OHA or CareOregon. CareOregon shall have the right to request, and upon any such request, Provider shall promptly provide CareOregon with the results of Fidelity reviews conducted by OHA or its designees. Additionally, OHA and CareOregon shall have the right to request, and upon any such request, Provider shall promptly provide CareOregon and OHA with, information and documents created as a result of the provision of Wraparound Services, including, without limitation, the documentation generated as a result of assessments conducted under OAR 309-019-0163 and any other information and documentation related to its compliance review. OHA and CareOregon shall also have the right to conduct interviews of those families enrolled in Wraparound services, Wraparound coaches, and other third-parties involved in the provision and authorization of Wraparound services.

b. Provider shall support the development and implementation by CareOregon of Cost-Effective comprehensive, person-centered, individualized, and integrated community-based Child and Youth Behavioral Health services for Members, using System of Care (SOC) values.
    i. Provider shall participate in the establishment and maintenance of a System of Care in its Service Area.
    ii. Provider shall participate in a SOC governance structure
        1. The SOC governance structure shall consist of a Practice Level Workgroup, Advisory Committee, and Executive Council with a goal of meaningful youth and family representation.

2. The Practice Level Workgroup shall review Wraparound practice barriers, remove barriers when possible, and submit system barriers that remain unresolved to the SOC Advisory Committee and/or Executive Council for resolution and/or advancement to the State System of Care Steering Committee.
3. The Practice Level Workgroup must consist of representatives of Providers who supervise individuals from local public child serving agencies (Child Welfare, education, juvenile justice, OYA, Tribal communities, intellectual/developmental disabilities, Behavioral Health) and must include meaningful participation from youth and Family members.
4. The Advisory Committee shall advise on policy development, implementation, review Fidelity and outcomes, and provide oversight using a strategic plan. It shall respond to system barriers which the Practice Level Workgroup cannot resolve, making recommendations to the Executive Council as needed. CareOregon shall have at least one seat on the Advisory Committee.
5. The Advisory Committee must consist of representatives of Providers, local public child serving agencies (Child Welfare, education, juvenile justice, OYA, Tribal communities, intellectual/developmental disabilities, Behavioral Health) all of whom must have authority to make program level financial and policy changes and must include meaningful participation from youth and Family members.
6. The Executive Council shall develop and approve policies and shared decision-making regarding funding and resource development, review project outcomes, and identify unmet needs in the community to support the expansion of the service array.
7. The Executive Council must consist of representatives of the Contractor, Providers, local public child serving agencies (Child Welfare, education, juvenile justice, OYA, Tribal communities, intellectual/developmental disabilities, Behavioral Health) all of whom must have authority to make program level financial and policy changes, and must include meaningful participation from youth and Family members. CareOregon shall have at least one seat on the Executive Council.
8. Provider shall attend monthly Wrap Standards and Collaboration meetings.

iii. Provider shall, for each Contract Year, assist CareOregon with its obligation under the CCO Contract to submit an annual behavioral health report to OHA on behavioral health metrics. Provider shall collect and submit to CareOregon the information needed for the annual behavioral

health report in advance of OHA's reporting deadline. CareOregon shall give Provider reasonable notice in advance of the OHA reporting deadline. In order to identify the information required for the report, Provider shall consult the Annual Behavioral Health Report Documents posted on the Oregon Health Authority CCO Contract Forms website, https://www.oregon.gov/oha/HSD/OHP/Pages/CCO-Contract-Forms.aspx

iv. Provider shall track and maintain a record of any complaints or Grievances filed in relation to the performance of Wraparound services as described under this Exhibit. Provider will provide a report of any complaints or Grievances to CareOregon regarding Wraparound services upon reasonable advance request from CareOregon

c. Provider shall ensure a CANS Oregon is administered to all Members served through the Fidelity Wraparound care planning as follows:
   i. Provider shall ensure only individuals who have been certified by the Praed Foundation for administering the CANS Oregon shall administer CANS Oregon to Members.
   ii. Provider shall start a CANS Oregon within thirty (30) days of initial program enrollment, every ninety (90) days thereafter, after a significant event, and upon exit from the Fidelity Wraparound program.
   iii. Provider shall ensure that the CANS data for each Member enrolled in fidelity Wraparound is tracked and entered into the online data system designated by OHA when available.

3. **Authorized User of Care Coordination Platform.** Provider will become an authorized user of CareOregon's care coordination platform, Healthy Planet Link ("HPL"), via a contract held by CareOregon, Inc. and Epic Systems Corporation. HPL is a population health management platform used to provide care management tools to approved contractors outside of CareOregon. CareOregon will, upon request, provide reasonable and appropriate training on HPL to Provider at no cost. Additionally, CareOregon will provide Provider with access to CareOregon's external member profile dashboard for purposes of viewing member information related to eligibility, integrated delivery system (IDS) assignment, authorizations, and claims. Access to HPL or any other care coordination platform used by CareOregon will be provided at no cost to Provider.

   a. **Privacy Compliance**. Provider will submit evidence of regular HIPAA training of all staff who deliver services under this agreement and/or are users of CareOregon's care coordination platform to CareOregon. Provider will also submit copies of their privacy compliance policies to CareOregon annually. If any breach of CareOregon or Provider's privacy policies occur as it relates to the use of CareOregon's care coordination platform, the parties will coordinate an appropriate response in compliance with applicable laws.

b. **Documentation within Care Coordination Platform**. Provider agrees to complete an enrollment assessment which consists of program enrollment, program status, status dates, and care team assignment into the care coordination platform. Provider agrees to enter additional information into the care coordination platform as specified by CareOregon and upon reasonable notice. CareOregon will ensure that any information requested from Provider for entry into the care coordination platform will be the minimum necessary to perform care coordination activities under this Agreement. CareOregon will ensure that user access to information entered by Provider within the care coordination platform complies with all applicable privacy laws, including HIPAA and 42 C.F.R. Part 2.

B. Miscellaneous Terms

a. Workforce. CareOregon and Provider acknowledge that the State of Oregon is facing a widespread behavioral health workforce challenge. As a result, Provider agrees to notify CareOregon if they are facing workforce issues that impact their ability to adequately perform under the terms of this agreement.

EXHIBIT C-1

WRAPAROUND SERVICES RATE EXHIBIT

A. **Rate and Payment Terms**

1. Not-to-Exceed Amounts. Payment for wraparound services under Exhibit C shall not exceed the amount set forth in this Exhibit C-1.
   a. The maximum, not-to-exceed compensation payable to Provider for wraparound services under this Exhibit for the time period of January 1, 2024 to June 30, 2024, which includes any allowable expenses, is $1,293,460.00.
   b. The maximum, not-to-exceed compensation payable to Provider under this Exhibit for wraparound services for the time period of July 1, 2024 to December 31, 2024, will be detailed in an amendment of this Agreement to be mutually agreed upon by the parties.

2. CareOregon will pay Provider based on actual costs not to exceed the agreed upon amounts by the 20th day of the first month following the end of a quarter for wraparound services.

3. Provider shall submit invoices to CareOregon at covendorinvoices@careoregon.org on a quarterly basis. Invoices submitted by Provider to CareOregon under this Exhibit shall:
   a. Specify actual costs and the dates for which service was provided.
   b. Be verifiable with supporting payrolls, time records, invoices, contracts, vouchers, orders, and any other accounting documents pertaining in whole or in part to this Agreement.
   c. Include the total amount billed to date by Provider prior to the current invoice.
   d. Be segregated by service items.
   e. Abide by Generally Accepted Accounting Principles (GAAP).

4. This Exhibit contains confidential and proprietary information and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

EXHIBIT D
PROGRAM ATTACHEMENT

BEHAVIORAL HEALTH CRISIS AND SAFETY NET SERVICES

1. **Crisis Services.** County will collaborate with CareOregon in development of the following Behavioral Health Crisis and Safety Net Services for Health Share of Oregon Members:

   a. Urgent walk-in centers. Operated seven (7) days per week, these centers shall be available to individuals discharging from emergency departments in need of stabilization and unstable individuals interacting with law enforcement, among others.

   b. 24/7 Mobile crisis services. County will provide screening, intervention and placement services, including connections to ongoing services, to individuals experiencing a mental health crisis, consistent with OAR's 309-019 and 309-072.

   c. 24/7 mobile crisis teams. County will provide qualified mental health professionals to respond in the community to individuals experiencing a mental health crisis, consistent with OAR's 309-019 and 309-072.

   d. 24/7 crisis lines. County will staff the crisis telephone lines with clinicians who will assist individuals experiencing a mental health crisis and consult with and offer advice to professionals and family members and friends of persons experiencing a mental health crisis, consistent with OAR 309-019.

   e. Peer services. County will make available to members personnel with life experiences with mental health conditions and/or substance use disorders to offer peer support and advice services. County shall deliver peer delivered services in accordance with Exhibit M, Section 11 of the Core Contract.

   f. Prevention and Promotion. In connection with County's prevention and promotion program, County will train community members and health care providers in service area, including Practitioners, on suicide prevention and mental health awareness.

2. **Behavioral Health Plan.** County will collaborate with CareOregon in CareOregon's development of a Comprehensive Behavioral Health Plan, as described in Exhibit M, Section 12 of the Core Contract. County will also work with CareOregon to coordinate service delivery systems with County's organized planning efforts, as described in Exhibit B, Part 4, Section 3.a.5 of the Core Contract.

3. **Liaison**. County's behavioral health director or his or her delegate shall serve as a liaison to coordinate with CareOregon on the delivery of Services under this Exhibit A.

4. **Coordination**. County understands that Health Share has delegated the management of Behavioral Health services to CareOregon. As such, County agrees to coordinate with CareOregon on the provision of Behavioral Health services, including the behavioral health crisis and safety net services. Such coordination includes providing any and all documentation necessary for CareOregon to oversee the provision of crisis and safety net services provided by County as described in this Exhibit A.

5. **Quarterly Reporting.** County agrees to submit quarterly reporting for each crisis program that receives funding from County pursuant to this Agreement. Reporting shall be submitted to CareOregon within sixty (60) days of the end of each quarter, as indicated in the schedule below:

Date Range	**Report Due**
Jan 1, 2024-March 31, 2024	May 30, 2024
April 1, 2024- June 30, 2024	August 30, 2024
July 1, 2024-Sept 30, 2024	November 30, 2024
Oct 1, 2024 – Dec 31, 2024	March 1, 2025

Reporting should include a brief narrative that summarizes the overall services to be funded and individual crisis program reporting. Crisis services reporting may vary by program but should include:

- # total individuals served
- # total Health Share members served (when available)
- # of contacts, as defined by the program (ex: calls, outreach attempts, diversions, etc.)
- Pre-established outcome measures already used by the program (when available)
- Any summary demographic information already used by the program (ex: race, ethnicity, zip code, etc.)

CareOregon reserves the right to engage with Provider during mid-contract review to change, add, or adjust performance measures as necessary with a 45-day notice.

EXHIBIT D-1
SCHEDULE OF PAYMENT OHP/MEDICAID

BEHAVIORAL HEALTH CRISIS AND SAFETY NET SERVICES

This schedule establishes payment for Behavioral Health Crisis and Safety Net Services rendered to OHP/Medicaid Recipients assigned to Health Share of Oregon CCO under this Agreement. CareOregon will use the formulas and other methodologies set forth in this Exhibit and the Fee Schedule, as amended from time to time as stated herein. Except as stated below with respect to Non-Material Changes, CareOregon may make changes to this Exhibit and the Fee Schedule as stated in Section 8.14 of the Agreement. "Non-Material Changes" shall mean routine updates to CPT or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes).

A. PAYMENT TERMS

1. Effective January 1, 2024 through December 31, 2024, CareOregon shall compensate Provider on an annual capitation rate for Members receiving services described in this Exhibit. CareOregon will use an all-inclusive Capitation rate for services. Total annual payment amount for this Exhibit is based on the approved annual budget and shall not exceed $4,377,436.00 and is based on the following:

Program	**Total Annual Capitation Amount**
BH Crisis and Safety Net Services	$2,720,666.00
24-Hour Crisis Line	$140,000.00
Peer Support Services	$1,298.084.00
ASSIST – Health Promotion	$218,686.00
Total	**$4,377,436.00**

2. By the 10th working day of each month from January 1, 2024 through December 31, 2024, CareOregon shall make a payment to Provider in an amount equal to 1/12 of the total approved annual budget for services under this Exhibit. The total monthly payment shall not exceed $364,786.33 per month.

Funding under this Exhibit may be adjusted by CareOregon through an amendment as indicated in section 8.14 of this Agreement. If funding is changed by an amendment to this Agreement, the amendment must be effective prior to Provider performing work subject to the amendment.

CareOregon may at their discretion request a report for funding transferred from/to this Exhibit for other services.

B. PAYMENT REPORTING AND MONITORING

1. Encounter claims submission for all services provided under this Exhibit are required and shall continue to the terms and requirements of this Agreement. Provider shall submit encounter claims for 100% of all billable services provided under this Exhibit. This includes services identified by CPT and HCPCS codes paired with covered diagnoses on the Oregon Health Plan Prioritized List of Health Services and non-billable codes. Provider shall ensure its full cost of each service is submitted as billed charges on the claims. These claims will be used to properly represent care provided to members in the encounter data submitted to the State and CMS.

2. Claims for Mobile Crisis Services must be submitted with code H2011 using modifier HE and Place of Service POS 15 or 02 if rendered using telehealth.

C. DISCRETIONARY COMPENSATION

CareOregon within its sole discretion may, from time-to-time, establish a program or programs to encourage the improvement of the delivery of health care to its Members. Any such program(s) together with the criteria for participation by Providers in the program(s) will be governed and administered by written policies and program descriptions developed by CareOregon.

D. CONFIDENTIALITY

This Exhibit and the Fee Schedule contains confidential and proprietary information and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

E. TERM AND TERMINATION

This Exhibit shall be applicable for the time period January 1, 2024 through December 31, 2024. This Exhibit is renewable upon termination at the discretion of CareOregon. Either party may terminate this Exhibit with a written, 30-day notice.

F. OTHER

Any copays, coinsurance, deductibles or any other cost sharing, if any, shall be offset against the allowed amount for Covered Services, without regard to whether Provider has collected such amounts. Provider's payment may be reduced by the amount of any applicable cost sharing, depending on the form of Member's benefit plan.

EXHIBIT E

PROGRAM ATTACHMENT

JAIL CARE COORDINATION

A. SERVICE DESCRIPTION

This Program Attachment is effective January 1, 2024, through December 31, 2024. Provider will perform Jail Care Coordination services as described in this Exhibit. Funding for Jail Care Coordination as described in this Exhibit will be allocated to services for individuals who are assumed to be CareOregon Members who are assigned to Health Share of Oregon based on the criteria below.

1. Jail Care Coordination will support individuals who are currently incarcerated and have a known behavioral health and/or substance use condition. Services will be provided to those who are assumed to be CareOregon Members assigned to Health Share of Oregon. It can be assumed that an individual fits these criteria if they:

    i. Are currently active CareOregon Members assigned to Health Share of Oregon, or were CareOregon Members assigned to Health Share of Oregon at the time of incarceration; or
    ii. Have a history of being CareOregon Members assigned to Health Share of Oregon within 365 days prior to the admission date of current incarceration; and
    iii. Meet the criteria of either subsection (i) or (ii) above and have been incarcerated for less than 365 consecutive days. Hospital admissions are not to be considered a part of any consecutive day count.

2. CareOregon may, at its discretion, provide funding for Jail Care Coordination services in multiple counties. Each respective county will be responsible for determining a workflow that identifies Members eligible for this service and refers them to the county's Jail Care Coordinator as soon as possible. This service is intended to support the population of Members incarcerated who otherwise do not have access to coordination support and should not be used to replace or duplicate any other similarly available services.

3. Jail Care Coordination is intended to be a short-term support, working with a Member during incarceration and up to 90 days post incarceration, or until the individual has successfully engaged with a provider in the community, whichever comes first. Successful engagement constitutes attending at least two appointments with said provider. It is intended that the Jail Care Coordinator could continue to support a Member who may be at risk for reincarceration due to unsuccessful engagement attempts in the community. A

Member's inability to establish services with a longer-term provider, on its own, is not a reason to discontinue Jail Care Coordination services.

4. Provider will make all reasonable efforts to support re-enrollment with Oregon Health Plan both during incarceration and upon release to the community. If information is received indicating that a person is no longer eligible for Oregon Health Plan and/or is no longer covered by Health Share of Oregon, then reasonable efforts will be made to support the individual in transitioning to comparable services as soon as this information is known.

5. The Jail Care Coordinator(s) will provide services face to face, in the jail, whenever possible.

6. Jail Care Coordination is intended to provide the following types of supports for Members if applicable:

    i. Notification to current providers or other supports of incarceration and attempts ensure ongoing access to those providers and supports upon release.
    ii. To the extent permitted by privacy laws, coordination of any medication or medical records supports to ensure individuals' physical health and behavioral health care is not interrupted.
    iii. To the extent permitted by privacy laws, scheduling of follow up appointments post incarceration, including facilitation of any necessary medical records to those entities, if applicable.
    iv. Coordination of on-going access to medications for physical, behavioral, or substance use treatment.
    v. Referral to any additional behavioral health or physical health services as determined by the Jail Care Coordinator.
    vi. Other supports necessary to ensure continuity of care for Members who are incarcerated or who have recently left incarceration, as mutually agreed upon by Provider and CareOregon.

7. Provider will work with CareOregon Regional Care Teams, Intensive Care Coordination, and other Care Coordination teams as appropriate to identify needed supports and care referral for Members participating in Jail Care Coordination.

8. Individuals served by the Jail Care Coordinator(s) will not be eligible for Health-Related Services Flex Funds until Oregon Health Plan benefits have been officially reinstated.

9. For the purposes of verifying Integrated Delivery System (IDS) assignment, CCO assignment, and historical Provider association for individuals to be served under this Exhibit, Jail Care Coordinators will require access to CareOregon data and/or information systems. These CareOregon data and systems include Member Profile Dashboard, MMIS,

PointClickCare, and Epic Compass Rose. Provider understands and agrees that CareOregon data and access to information systems are provided for purposes of eligibility verification, outreach, engagement, and coordination with individuals who are to be served under the terms of this Exhibit. Use of CareOregon data and access to information systems is limited to these purposes and cannot be used for other purposes without consent from CareOregon.

10. Jail Care Coordinators will become authorized users of CareOregon's care coordination platform, Compass Rose, upon reasonable advance notice by CareOregon once the platform becomes available. Jail Care Coordinators agree to enter program enrollment status and other information as directed by CareOregon into the care coordination platform. CareOregon will provide reasonable and appropriate training on the care coordination platform to Jail Care Coordinators at no cost and will work with Provider to determine standard documentation needs. CareOregon will ensure that any information requested from Provider for entry into the care coordination platform will be the minimum necessary to perform activities under this Exhibit. CareOregon will ensure that user access to information entered by Provider within the care coordination platform complies with all applicable privacy laws, including HIPAA and 42 C.F.R. Part 2.

11. For the purpose of providing eligibility verification, outreach, engagement, and coordination to individuals to be served under this Exhibit, Provider agrees to comply with CareOregon's Business Associate Agreement, attached to and incorporated into this Amendment as Exhibit G, Business Associate Agreement. The Parties acknowledge that performance of work under this Program Attachment may necessitate that the Provider and/or their workforce members enter into separate Data Use Agreements and/or System Access Agreements as a prerequisite to providing access to data and/or information systems. Such Data Use Agreements and/or System Access Agreements will be executed before access is provided to data and/or information systems.

12. The work contemplated under this Exhibit includes Provider having access to CareOregon data and systems. CareOregon requires that Provider maintain commercially reasonable and prudent infrastructure and controls to protect CareOregon data and systems. Provider shall be required to comply with the terms of the CareOregon Data Security Requirements in Exhibit I-1, attached and hereby incorporated by reference.

13. Provider is responsible for ensuring that any information that Jail Care Coordinators share with other county teams as part of performing work under this Program Attachment complies with all applicable privacy laws, and that Member consents are obtained where required prior to sharing information with other county teams.

B. REPORTING

1. Provider shall send deliverables to CareOregon's designee via secure email to BHProviderReporting@careoregon.org based on the following schedule:
    a. The first reporting period January 1, 2024, through June 30, 2024, is due by July 31, 2024.
    b. Subsequent quarterly reports are due within 30 days after each quarter.

2. Reporting elements shall include the following:
    a. Number of unique Members served including full name and DOB.
        i. Outcomes disposition, and placement information
            1. Note any individuals who returned to incarceration prior to being discharged.
    b. Number of days individual was served by Jail Care Coordination. Broken down by days incarcerated and days in community.
    c. Narrative Report:
        i. Patterns and trends of challenges, barriers, and successes of the services provided.
        ii. Individual stories highlighting challenges, barriers and/or successes.

3. Reporting elements are subject to change. Any changes will be agreed up on by the Provider and CareOregon.

4. Notwithstanding any other payment provision of this Agreement, failure of Provider to submit required reports when due, may result in the withholding or reduction of payments under this Agreement. Such withholding of payment for cause may continue until Provider submits required reports, or establishes, to CareOregon's satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of Provider. CareOregon reserves the right to engage with Provider during mid-contract review to change, add, or adjust performance measures as necessary with a 45-day notice.

EXHIBIT E-1

SCHEDULE OF PAYMENT FOR OHP/MEDICAID

JAIL CARE COORDINATION

This schedule establishes payment for Jail Care Coordination services rendered to individuals who are assumed to be CareOregon Members who are assigned to Health Share of Oregon under the criteria set forth in Exhibit E. CareOregon will use the formulas and other methodologies set forth in this Exhibit and the Fee Schedule, as amended from time to time as stated herein. Except as stated below with respect to Non-Material Changes, CareOregon may make changes to this Exhibit and the Fee Schedule as stated in Section 8.14 of the Agreement. "Non-Material Changes" shall mean routine updates to CPT or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes).

A. PAYMENT TERMS

1. Effective January 1, 2024, through December 31, 2024, CareOregon shall compensate Provider on an annual Capitation rate for Members receiving services described in this Exhibit. CareOregon will use an all-inclusive Capitation rate for services. CareOregon shall pay Provider 1/12th of the total annual Capitation amount for services. The total annual Capitation amount for this Exhibit shall not exceed **$166,000.00** per year.
    a. By the 10th working day of each month, upon signature by both parties and execution of this Agreement, CareOregon shall make a payment to Provider in an amount equal to 1/12th of the total for services under this Exhibit, which shall be **$13,833.33** per month.
    b. Funding under this Exhibit may be adjusted by CareOregon through an amendment as indicated in section 8.14 of this Agreement. If funding is changed by an amendment to this Agreement, the amendment must be effective prior to Provider performing work subject to the amendment. In addition, provider shall not transfer funds from one service to another service under this Agreement without mutual consent by both parties in writing and an amendment that specifies the changes.

B. PAYMENT REPORTING AND MONITORING

1. Payment to Provider for services is contingent upon Provider meeting CareOregon's authorization requirements and policies and procedures, including as applicable, CareOregon's Authorization Rules, Provider Manual(s), and policies and procedures.

C. DISCRETIONARY COMPENSATION

1. CareOregon within its sole discretion may, from time-to-time, establish a program or programs to encourage the improvement of the delivery of health care to its Members. Any such program(s) together with the criteria for participation by Providers in the program(s) will be governed and administered by written policies and program descriptions developed by CareOregon.

D. CONFIDENTIALITY

1. This Exhibit and the Fee Schedule contains confidential and proprietary information, and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

E. TERM AND TERMINATION

1. This Exhibit shall be applicable for the time period January 1, 2024, through December 31, 2024. This Exhibit is renewable upon termination at the discretion of CareOregon. Either party may terminate this Exhibit with a written, 30-day notice.

F. OTHER

1. Any copays, coinsurance, deductibles or any other cost sharing, if any, shall be offset against the allowed amount for Covered Services, without regard to whether Provider has collected such amounts. Provider's payment may be reduced by the amount of any applicable cost sharing, depending on the form of Member's benefit plan.

EXHIBIT F

BUSINESS ASSOCIATE AGREEMENT

CareOregon, Inc.

315 SW Fifth Avenue **THE COMPANY**

Portland, Oregon 97204

Clackamas County

2051 Kaen Rd Ste 967 **BUSINESS ASSOCIATE**

Oregon City, Oregon 97045

This Business Associate Agreement ("BAA") is between the Company and Business Associate and is effective October 1, 2023 ("Effective Date"). Business Associate and the Company entered into an agreement under which Business Associate provides or will provide Jail Care Coordination services to the Company (collectively, the "Agreement"). The parties' activities pursuant to the Agreement sometimes may involve (i) the disclosure of PHI by the Company (or another business associate of the Company) to Business Associate, (ii) the use or disclosure by Business Associate of PHI received from the Company and (iii) the transmission by Electronic Media or the maintenance in Electronic Media of Individually Identifiable Health Information by Business Associate. Accordingly, the relationship between the Company and Business Associate is subject to provisions of the HIPAA Rules. The Company and Business Associate intend to protect the privacy of PHI and the security of electronic PHI held by Business Associate in connection with the Agreement in compliance with this BAA, the HIPAA Rules and other applicable laws.

1. Definitions

Capitalized terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Rules.

(a) "Agent" means an agent as used and defined under the HIPAA Rules and federal common law.
(b) "Breach" has the same meaning as in 45.C.F.R. § 164.402.
(c) "Designated Record Set" has the same meaning as in 45 C.F.R. 164.501.
(d) "Discovery" means the first day on which a Breach is known, or reasonably should have been known, to Business Associate (including any person, other than the individual committing the Breach, who is an employee or officer of Business Associate) or any Agent or Subcontractor of Business Associate.
(e) "Effective Date" means the date first written above.
(f) "Electronic Media" means the same as in 45 C.F.R. § 160.103.
(g) "Electronic Protected Health Information" or "EPHI" means the same as in 45 C.F.R. § 160.103, limited for purposes of this BAA to EPHI received by Business Associate from, or received or created by Business Associate on behalf of, the Company.
(h) "Electronic Transactions Rules" means 45 CFR Part 162.
(i) "Fundraising" means raising funds for the Business Associate's own benefit as governed by 45 CFR § 164.514.
(j) "HIPAA Rules" means the Privacy Rules, the Security Rules, and the Electronic Transactions Rules.
(k) "Individual" means a person to which specific PHI applies.
(l) "Marketing" means the same as in 45 CFR § 164.501.
(m) "PHI" or "Protected Health Information" means the same as in 45 CFR § 160.103, limited for purposes of this BAA to PHI received by Business Associate or its Agent or Subcontractor from, or received or created by Business Associate, its Agent or Subcontractor on behalf of, the Company.
(n) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.
(o) "Required by Law" means the same as in 45 C.F.R. § 164.103.
(p) "Secretary" means the Secretary of the United States Department of Health and Human Services or the Secretary's designee.
(q) "Security Incident" means the same as in 45 CFR § 164.304.
(r) "Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information in 45 CFR Part 164, Subpart C.
(s) "Subcontractor" means the same as in 45 C.F.R. § 160.103.
(t) "Unsecured PHI" means the same as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this BAA or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or a Subcontractor or Agent of Business Associate in violation of the requirements of this BAA.

(d) Business Associate agrees to report to the Company any use or disclosure of PHI by Business Associate or a Subcontractor or Agent of Business Associate not permitted under this BAA within five business days after Business Associate becomes aware of such disclosure.

(e) Business Associate agrees to report to the Company any Security Incident, Breach of Unsecured PHI or any use or disclosure of PHI that is not authorized by this BAA of which Business Associate becomes aware.

(f) Business Associate will ensure that any Subcontractor or Agent of Business Associate using or disclosing PHI has executed a business associate agreement containing substantially the same terms as this BAA, including the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. Business Associate will ensure that any Agent to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, the Company has executed an agreement containing substantially the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. Business Associate will provide, upon written request by the Company, a list of any such Subcontractors of Business Associate and any Agents of Business Associate using or disclosing PHI.

(g) Business Associate will ensure that any permitted disclosure will be only as minimally necessary for the purpose of the disclosure.

(h) Business Associate agrees to provide access, at the reasonable request of, and in the time and manner designated by, the Company to PHI in a Designated Record Set, to the Company or, as directed by the Company, to an Individual in order to meet the requirements under 45 CFR § 164.524. If the Company requests an electronic copy of PHI that is maintained electronically in a Designated Record Set in Business Associate's custody or control or the custody or control of a Subcontractor or Agent of Business Associate, Business Associate will provide such PHI in the electronic format requested by the Company unless the PHI is not readily produced in such format, in which case Business Associate will provide another reasonable electronic format as agreed to by the parties and the Individual requesting such PHI.

(i) Within 30 days of receiving a request by the Company, Business Associate will document disclosures of PHI and information related to such disclosures in such form as would be required for the Company to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

(j) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Company pursuant to 45 CFR § 164.526, at the request of the Company or of the Individual concerned.

(k) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the Company available to the Company or, at the request of the Company, to the Secretary or other regulatory official as directed by the Company, in a time and manner requested by the Company or such official for the purpose of determining the Company's or Business Associate's compliance with the HIPAA Regulations.

(l) Business Associate agrees to implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it receives from, or creates or receives on behalf of, the Company as required by the Security Rule. Business Associate will ensure that any Agent or Subcontractor to whom Business Associate provides EPHI agrees to implement reasonable and appropriate administrative, physical and technical safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of such EPHI. Business Associate agrees to comply with Sections 164.306, 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations with respect to all EPHI.

(m) In conducting any electronic transaction that is subject to the Electronic Transactions Rule on behalf of the Company, Business Associate agrees to comply with all requirements of the Electronic Transactions Rule that would apply to the Company if the Company were conducting the transaction itself. Business Associate agrees to ensure that any Agent or Subcontractor of Business Associate that conducts standard transactions with PHI of the Company will comply with all of the requirements of the Electronic Transactions Rule that would apply to the Company if the Company were conducting the transaction itself.

(n) Business Associate shall not disclose PHI to any member of its workforce unless Business Associate has advised such person of Business Associate's privacy and security obligations under this BAA, including the consequences for violation of such obligations. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violation of this BAA or applicable law.

(o) Business Associate shall notify the Company of any Breach without unreasonable delay, and in no case later than five business days after Discovery of the Breach. Business Associate will require its Subcontractors and Agents to notify the Company of a

Discovery of a Breach at the same time its Subcontractors and Agents notify the Business Associate, and the following shall apply:

1) Notice to the Company shall include, to the extent possible: (i) the names of the Individual(s) affected by the Breach; (ii) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured PHI that were involved in the Breach; (iv) any steps affected Individuals should take to protect themselves from potential harm resulting from the Breach; (v) a description of what Business Associate is doing to investigate the Breach, to mitigate harm to the affected Individual(s), and to protect against further Breaches; (vi) any notice Business Associate has given pursuant to 45 CFR § 164.404 and (vii) any other information that the Company reasonably requests.

2) After receipt of notice, from any source, of a Breach involving PHI used, disclosed, maintained, or otherwise possessed by Business Associate or any Subcontractor or Agent of Business Associate, the Company may: (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on the Company's behalf, the affected Individual(s), in accordance with the notification requirements set forth in 45 CFR § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to itself provide such notice. Business Associate shall indemnify, hold harmless, and defend the Company from and against any and all costs (including mailing, labor, administrative costs, vendor charges, and any other costs determined to be reasonable by the Company), losses, penalties, fines, and liabilities arising from or associated with the Breach, including without limitation, the costs of the Company's actions taken to: (i) notify the affected Individual(s) of and to respond to the Breach; (ii) mitigate harm to the affected Individual(s); (iii) respond to questions or requests for information about the Breach; and (iv) fines, damages or penalties assessed against the Company on account of the Breach of Unsecured PHI.

(p) Business Associate shall not use or disclose PHI that is genetic information, or sell (or directly or indirectly receive remuneration in exchange for), any PHI in violation of 45 CFR §164.502(a)(5).

(q) Business Associate shall not use or disclose PHI for Marketing or Fundraising purposes without prior written consent from the Company, subject to any conditions of such consent.

3. Permitted Uses and Disclosures by Business Associate

(a) Subject to this BAA and applicable law, Business Associate may use or disclose PHI in connection with functions, activities or services for, or on behalf of, the Company under the Agreement, provided that such use or disclosure would not violate the HIPAA Rules or the Company's own policies and procedures concerning compliance with the "minimum necessary" standard under 45 CFR § 164.502(b) if performed by the

Company.

(b) Business Associate may use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal obligations of Business Associate, but only if:

1) The disclosure is required by Law; or

2) Business Associate receives reasonable assurances from any party to whom the PHI is disclosed that: (i) the PHI will be held confidentially by that party; (ii) the PHI will be used or further disclosed by that party only as required by law or for the purpose for which it was disclosed to that party; and (iii) the party agrees to notify Business Associate of any Breaches of which the party becomes aware.

4. Obligations of the Company

(a) The Company shall provide Business Associate with its notice of privacy practices produced in accordance with 45 CFR § 164.520 and any changes to such notice while this BAA is in effect.

(b) The Company shall provide Business Associate with any changes in or revocation of permission by any Individual for use or disclosure of PHI if such change or revocation affects Business Associate's permitted or required uses and disclosures of the PHI.

(c) The Company shall notify Business Associate of any restrictions on the use or disclosure of PHI that the Company have agreed to in accordance with 45 CFR § 164.522 to the extent that such restrictions affect Business Associate's use or disclosure of PHI.

5. Term and Termination

(a) This BAA shall be effective as of the Effective Date and shall terminate when all PHI provided is destroyed or returned to the Company, or, if it is infeasible to return or destroy PHI, as long as protections are extended to such PHI in accordance with (c)(2).

(b) Upon the Company obtaining knowledge of a material breach or violation of this BAA by Business Associate, the Company shall take one of the following actions:

1) If the Company determines that the breach or violation is curable, the Company shall provide an opportunity for Business Associate to cure the breach or end the violation within a reasonable time period set by the Company, which shall not exceed 90 days. If the breach or violation is not cured or ended within the time set by the Company, the Company may: (i) immediately terminate this BAA and the Agreement; or (ii) suspend performance by the Company under the Agreement until such breach or violation is cured.

2) If the Company determines that the breach or violation is not curable, the Company may immediately terminate this BAA and the Agreement.

3) If the Company determines that neither a termination of this BAA and the Agreement nor a cure of a breach or violation is feasible, the Company may take such other appropriate actions to remedy, correct or mitigate the breach or violation as the Company shall determine.

4) In addition to the forgoing, the Company may immediately terminate this BAA and the Agreement if the Company determines that Business Associate has violated a material term of this BAA concerning the Security Rule.

(c) Effect of Termination.

1) Except as provided in paragraph (c) (2), upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI in possession of Business Associate, its Agents or Subcontractors. Business Associate, its Agents and Subcontractors shall retain no copies of the PHI.

2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Company notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI (including PHI held by Agents or Subcontractors of Business Associate) and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate, its Agents or Subcontractors maintain such PHI.

6. Indemnification

Business Associate agrees to indemnify and hold harmless the Company from direct losses and damages suffered as a result of Business Associate's breach of its obligations under this BAA, including but not limited to direct losses and damages relating to third party claims. The obligations under this Section 6 regarding indemnification will survive any expiration or termination of this BAA.

7. Miscellaneous

(a) A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

(b) The Parties agree to take such action as is necessary to amend this BAA from time to time for the Company to comply with the requirements of the HIPAA Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191, as amended.

(c) The respective rights and obligations of Business Associate under Section 5 of this BAA shall survive the termination of this BAA.

(d) Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Company to comply with the HIPAA Rules and other applicable law. The section and

paragraph headings of this BAA are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

(e) Subject to the following, this BAA shall not be assigned or otherwise transferred by a party without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, no such consent shall be required for either party's assignment or transfer of this BAA in connection with a merger, sale or transfer of all or substantially all of the business or assets of the assigning party.

(f) The invalidity of any term or provision of this BAA will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this BAA will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision on the same or any other occasion.

(g) Any notices permitted or required by this BAA will be addressed to the receiving party at the address shown at the top of this BAA or at such other address as either party may provide to the other.

(h) This BAA may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

(i) To the extent of any inconsistency between any other agreement between the parties and this BAA, the provisions of this BAA shall prevail.

(j) This BAA supersedes any other business associate agreement in effect among or between the parties to this BAA.

EXHIBIT F-1

CAREOREGON DATA SECURITY REQUIREMENTS

1. **CareOregon Data.** CareOregon Data is defined as all confidential and proprietary business information including but not limited to contract terms, business relationships, potential collaborations, trade secrets, payor lists, Personal Information (as defined in ORS 646A.602(12)), Protected Health Information (as defined in 45 C.F.R. § 160.103), information considered confidential and restricted under other Oregon State and Federal laws, databases, strategic and financial information and other business information, the unauthorized disclosure or use of which will be highly injurious to CareOregon and its business and its relationships in amounts not readily ascertainable

2. **Security Program**. Contractor agrees to at all times maintain a well-documented security program that conforms to generally recognized industry standards, employ the use of at least one recognized security framework for its operations, and abide by all applicable laws or regulations. The security program must at a minimum include:

    a. Oversight and management of technologies used to protect CareOregon data,
    b. Proactive identification and addressing of vulnerabilities,
    c. Periodic testing of security controls, and
    d. Detection of and response to security events.

3. **Backup and Retrieval.** Contractor shall be responsible for the commercially reasonable and prudent infrastructure and maintenance of the infrastructure to provide the herein described Work. This includes, but is not limited to database backups, application backups, OS patches and upgrades, database patches and upgrades, power supply, network security, etc.

4. **Third-Party Audits.** Contractor agrees that a SSAE 18 audit certification (SSAE 18, issued by the American Institute of Certified Public Accountants) will be conducted annually, and Contractor agrees to provide CareOregon with the current SSAE 18 SOC2 Type II audit certification upon CareOregon's request.

5. **CareOregon Audits.** At any time during the term of the Contract CareOregon may independently, at its own expense, perform an audit or review of the security of Contractor's systems used to store, transmit, or process CareOregon Data. Contractor agrees to respond to all reasonable requests for documentation in the execution of that audit, such as security program documentation, system security plans (SSP), architectural or technical diagrams, security policies and procedures, internal risk assessments, and other third-party security audits and/or assessments. CareOregon may issue findings or corrective actions to the Contractor as an outcome of the audit. Contractor agrees to review, respond, and remediate the findings in good faith. Any audit requests by CareOregon must be completed in a timely manner not exceeding 30 days from data of request.

6. **Data Security.** Contractor agrees to preserve the confidentiality, integrity, and accessibility of CareOregon Data with administrative, technical, and physical measures that conform to generally recognized industry standards and best practices. Maintenance of a secure

processing environment includes but is not limited to the timely application of patches, fixes, and updates to operating systems and applications as provided by software vendor or open-source software support.

7. **Data Storage.** Contractor agrees that any and all CareOregon Data will be stored, processed, and maintained solely on designated target servers in accordance with "Data Location" below. CareOregon Data must be encrypted while at rest, and in accordance with "Data Encryption Standard" below. Unless agreed to in writing, at no time will CareOregon Data be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the Contractor's designated backup and recovery processes and is encrypted in accordance with "Data Encryption Standard" below.

8. **Data Location.** Unless otherwise stated in the Scope of Work and approved in advance by CareOregon, the Contractor will limit the storage and transmission of CareOregon Data to data centers and network paths physically located in the continental United States. This includes the Contractor's own data center assets and any third party or subcontracted "cloud" services used by the Contractor to provide services to CareOregon.

9. **Data Encryption Standard.** Contractor agrees to encrypt all CareOregon Data regardless of location using commercially supported encryption solutions. Contractor agrees that all designated backup and recovery processes maintains data in encrypted form, including on recovery media. The Contractor shall ensure physical storage encryption modules are consistent with FIPS 140-2 "Security Requirements for Cryptographic Modules". Encryption algorithms will meet or exceed the standards defined in NIST SP 800-57 Part 3 "Recommended Key Sizes and Algorithms" and at a minimum will be deployed with no less than a 256-bit key length for symmetric encryption and a 2048-bit key length for asymmetric encryption.

10. **Data Transmission.** Contractor agrees that any and all electronic transmission of CareOregon data unless initiated by CareOregon, shall be transmitted in an encrypted state using encryption per Data Encryption Standard above, and take place solely in accordance with "Data Re-Use" below.

11. **Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Contract. Data shall not be distributed, repurposed, or shared across other applications, environment, or business units of Contractor. Contractor further agrees that no CareOregon Data of any kind shall be transmitted, exchanged, or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writhing by CareOregon.

12. **Non-disclosure and Separation of Duties.** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of CareOregon Data to that which is absolutely necessary to perform job duties.

13. **Data Breach.** Contractor shall provide notice, either orally or in writing, to CareOregon any known, actual, or suspected compromise of the security, confidentiality, or integrity of CareOregon Data ("Data Breach"). Such notice shall be made as promptly as possible under the circumstances and without unreasonable delay of any Data Breach, but in no event more than two (2) business days after Contractor reasonably believes there has been a Data Breach. Contractor shall use commercially reasonable efforts to contain such Data Breach and provide CareOregon with a detailed report that includes: (i) the nature of the unauthorized use or disclosure, (ii) the CareOregon Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide CareOregon with all reasonably available information regarding such Data Breach and provide supplemental information as it is discovered.

    Contractor may need to communicate with outside parties regarding a Data Breach, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Data Breaches with CareOregon should be handled on an urgent as needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law, or contained in the Contract.

    The Contractor shall (1) cooperate with CareOregon as reasonably requested by CareOregon to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Work, if necessary.

    Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt personal data or otherwise prevent its release as reasonably determined by CareOregon, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws - all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

14. **Damages.** Notwithstanding any other provision in this Contract (including any limitation of liability clauses), Contractor shall indemnify, hold harmless, and defend CareOregon from and against any and all costs (including without limitation, mailing, labor, administrative costs, vendor charges), fines, liabilities, and corrective action (including without limitation, notification costs, forensics, credit monitoring services, call center services, identity theft protection services, and crisis management/public relations services) arising out of the Data Breach.

15. **Rights to Data.** Contractor and CareOregon agree that as between them, all rights, including all intellectual property rights, in and to CareOregon Data shall remain the exclusive property of CareOregon, and Contractor has a limited, non-exclusive license to access and use CareOregon Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or rights.

16. **End of Agreement Data Handling.** Contractor agrees that upon termination of the Contract it shall erase, destroy, and render unrecoverable all CareOregon Data and certify in writing that these actions have been completed within thirty (30) days of the termination of the Contract or within seven (7) days of the request of the CareOregon Contract Administrator, whichever comes first. At a minimum a "Clear" media sanitation is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitation, SP800-88, Appendix A (csrc.nist.gov).

17. **Subcontractors.** Contractor shall require all subcontractors that have access to CareOregon Data comply with these CareOregon Data Security Requirements. Upon request by CareOregon, Contractor shall disclose to CareOregon all subcontractors or service providers that have access to CareOregon Data.

18. **Legally Required Disclosures.** If Contractor is required to disclose CareOregon Data pursuant to the order of a court or administrative body of competent jurisdiction or a government agency, Contractor shall: (i) if practicable and permitted by law, notify CareOregon prior to such disclosure, and as soon as possible after such order; (ii) cooperate with CareOregon (at CareOregon's costs and expense) in the event that CareOregon elects to legally contest, request confidential treatment, or otherwise attempt to avoid or limit such disclosure; and (iii) limit such disclosure to the extent legally permissible.

19. Contractor shall provide to CareOregon relevant contact information for a Contractor's employee who CareOregon may contact any time should any security related questions, or concerns arise.

Russell, Angela

From: Foreman, Sarah
Sent: Tuesday, May 14, 2024 10:53 AM
To: Russell, Angela
Cc: Counsel Contract Review; Rumbaugh, Mary; H3S - Director's Office - Contracts
Subject: RE: **FOR REVIEW** Provider Agreement (H3S #11540) - CareOregon, Inc.

Hi Angie,
Approved.

Sarah Foreman
Assistant County Counsel
Clackamas County
2051 Kaen Rd., Oregon City, OR 97045
P. 503.655.8363 Fax 503.742.5397
Hours of Operation: Mon-Thurs 7am – 6pm
www.clackamas.us

From: Russell, Angela <ARussell@clackamas.us>
Sent: Monday, May 13, 2024 8:01 AM
To: Foreman, Sarah <SForeman@clackamas.us>
Cc: Counsel Contract Review <Counsel-Review@clackamas.us>; Rumbaugh, Mary <MaryRum@clackamas.us>; H3S - Director's Office - Contracts <H3S-Director'sOffice-Contracts@clackamas.us>
Subject: **FOR REVIEW** Provider Agreement (H3S #11540) - CareOregon, Inc.

Hi Sarah,

Attached for your review please find a provider agreement (H3S #11540) with CareOregon, Inc. This agreement covers Wraparound and Crisis & Safety Net Services, as well as a new pilot project for Jail Care Coordination.

I have included last year's agreement with Health Share for Wraparound and Crisis & Safety Net Services that have now transitioned to CareOregon.

Should there be any questions please let us know.

Thank you.

Angie Russell, Contracts Coordinator
Pronouns: she/her/hers
Health, Housing and Human Services Department
Behavioral Health Division
2051 Kaen Road, Oregon City, OR 97045
503-742-5316 Office
971-806-4269 Cell
Hours of operation: Mon-Thu, 7 a.m.- 6 p.m.
www.clackamas.us

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