

March 9, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a revenue Services Agreement with Health Share of Oregon for reimbursement of community-based public health services to Medicaid members. Agreement value is \$664,258 for 1 year. Funding is through Health Share of Oregon. No County General Funds are involved.

| | | | |
|-------------------------------------|--|---------------------------|----------------|
| Previous Board Action/Review | No previous Board Actions, Briefed at Issues – March 7, 2023 | | |
| Performance Clackamas | 1. Ensure safe, healthy, and secure communities | | |
| Counsel Review | Yes | Procurement Review | No |
| Contact Person | Philip Mason-Joyner, Public Health Director | Contact Phone | (503) 742-5956 |

EXECUTIVE SUMMARY: The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of a revenue Professional Services Agreement with Health Share of Oregon (Health Share) for reimbursement for providing community-based public health services to Health Share health plan members. This revenue agreement will provide financial assistance for the following services:

- Funding to enhance local community health needs assessments and community health improvement plan implementation. These funds support the Blueprint for a Healthy Clackamas County community grant program.
- Financial assistance to increase access to maternal & child health services, including home visiting, Women, Infants & Children (WIC) programming, and childhood immunizations.
- Funding for supplies and technical assistance to community-based organizations that partner with CCPHD that provide harm reduction services.

Health Share is obligated under the terms of its contract with OHA to coordinate its services with local mental health and public health authorities in its service area. CCPHD assists the region’s Coordinated Care Organizations (CCOs), including Health Share, in achieving its performance-based incentive metrics and receives this revenue as a result.

For Filing Use Only

Health Share and County entered into this Agreement with an original Effective Date of January 1, 2020. Health Share and County now desire to amend and restate the Agreement in its entirety, effective as of January 1, 2023, regardless of the date of signature.

RECOMMENDATION:

Staff recommends that the Board approve the attached Professional Services Agreement #10990

Respectfully submitted,

Rodney A. Cook

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

**HEALTH SHARE OF OREGON
COUNTY SERVICES AGREEMENT**

County Agreement #10990

This County Services Agreement (“Agreement”) is effective as of the Effective date set forth below by and between **Health Share of Oregon**, an Oregon nonprofit corporation (“Health Share”), and **Clackamas County** (“County”).

RECITALS

I. Health Share was created as a Coordinated Care Organization (“CCO”), to enter into a risk contract that covers coordinated care services with the Oregon Health Plan (“OHP”), and facilitate the management and coordination of patient care for OHP members (“Members”) and individuals who are dually eligible for coverage under OHP and the Medicare program (“Fully Dual Eligible Members”);

II. Health Share has entered into a new five-year contract with the Oregon Health Authority (“OHA”) as CCO, effective October 1, 2019, with a coverage effective date of January 1, 2020;

III. Health Share is obligated under the terms of its contract with OHA to coordinate its service delivery system with, engage and collaborate with representatives in the development of its community health assessment, and enter into a memorandum of understanding with the local mental health and public health authorities in its service area;

IV. Health Share further desires to make advantageous use of the system of public health care and services available through local health departments and other publicly supported programs and to ensure access to public health care and services pursuant to ORS § 414.153;

V. County offers public health and certain services and is willing to collaborate with Health Share on the provision of services to Health Share members and provide certain services directly to Health Share members; and

VI. Health Share desires, in support of improving member health, to collaborate with County and to contract with County to provide public health care and services to Health Share members; and County wishes to provide public health care and services to Health Share members in support of Health Share’s goals, all in accordance with the terms and conditions set forth in this Agreement.

VII. Health Share and County entered into this Agreement with an original Effective Date of January 1, 2020.

VIII. Health Share and County now desire to amend and restate the Agreement in its entirety effective as of January 1, 2023 (“2023 A&R Effective Date”), regardless of the date of signature.

AGREEMENT

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

**ARTICLE I
DEFINITIONS**

In addition to any terms that may be defined in this Article I or elsewhere in this Agreement, the terms in this

Agreement have the same meaning as those terms appearing in the Core Contract, Exhibit A, titled “Definitions” which shall be incorporated herein by reference.

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

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

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

“**Investment Fund**” compensation paid by Health Share to County for services performed under this agreement.

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

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

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

“**Practitioners**” has the meaning given to that term in Section 2.2 of this Agreement.

“**Records**” has the meaning given to that term in Section 2.11 of this Agreement.

ARTICLE II OBLIGATIONS AND REPRESENTATIONS OF COUNTY

2.1 Services.

- 2.1.1. County will accept Members as patients (as that term may apply) and will provide to Members services in accordance with the terms and conditions of this Agreement including without limitation all statements of work that the parties may enter into from time to time by mutual agreement, attached to this Agreement as **Exhibits A, B, C, and D**.
- 2.1.2. County shall provide Services to Members in accordance with Exhibit B, Part 2, Section 1 of the Core Contract.
- 2.1.3. County shall not deny or reduce the amount, duration, or scope of a Service solely

because of the diagnosis, type of illness, or condition, subject to the Prioritized List of Health Services.

- 2.1.4. County will provide Services to Members in an amount, duration and scope that is not less than the amount, duration and scope for the same services provided by County to other individuals who receive services equivalent to Services.
- 2.1.5. County will ensure that Services rendered by County are within the scope of, and in accord with, as applicable, the County's and Practitioner's license and certifications, and meet the community professional standards relevant to the services provided.
- 2.1.6. County shall not require Members to obtain prior approval or a referral from a Primary Care Physician in order to gain access to services rendered by Traditional Health Workers.
- 2.1.7. County acknowledges that the rights of Members to receive particular services is governed by the terms of the relevant Plan covering the Members. This Agreement is a standalone agreement only for those services described in this Agreement and does not supersede or affect County's other contracts for services outside the scope of this Agreement.
- 2.1.8. This Agreement is a stand-alone agreement only for those services described in this Agreement and does not supersede or affect County's other contracts for services outside the scope of this Agreement.

2.2 Practitioners. County will ensure that all of County's employed and contracted providers who provide Services to Members (the "Practitioners") under this Agreement:

- 2.2.1. Comply with all of the terms and conditions of this Agreement (unless the context requires otherwise);
- 2.2.2. Comply with Health Share policies OPS-06 Provider Selection and Credentialing; and OPS-07 Excluded Individuals and Organizations.
- 2.2.3. If licensed, are credentialed by County prior to providing services to Members and meet Health Share's credentialing and recredentialing requirements, as applicable, and if non-licensed, have received appropriate training and supervision for the work; and
- 2.2.4. Comply with all requests for information from Health Share related to Practitioners' qualifications. County will not bill for or be entitled to receive any compensation for providing any services that are inconsistent with this Agreement or, if applicable, the privileges granted to a particular Practitioner. County will be solely responsible for payment of all wages, salary, compensation, payroll and withholding taxes, unemployment insurance, workers' compensation coverage and all other compensation, insurance and benefits with respect to Practitioners.

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

2.4 Equipment and Supplies. At County's own cost and expense, County will supply the required personnel, equipment, instruments and supplies required to perform the Services. County will ensure that all equipment, including without limitation medical equipment, used by County in rendering

Services: (i) meets the community standards as the appropriate equipment to be used for the services provided, (ii) is in good working order, (iii) is maintained in accord with the equipment manufacturer's schedule for service and maintenance, and (iv) is utilized or operated only by individuals or technicians with appropriate training and qualifications to operate such equipment. County will not bill for or be entitled to receive any compensation for providing any services if the County's use of the equipment does not meet the requirements of this Section 2.4.

2.5 Administration of Agreement. County agrees to perform its duties and obligations under this Agreement in coordination and collaboration with Health Share and Health Share Partners, and in accordance with the terms and conditions of this Agreement, and the Health Share policies and procedures set forth in Exhibit H to this Agreement, as the same may be updated, amended, modified or supplemented from time to time, and provided further that: (i) if there are any conflicts between this Agreement and the policies and procedures, this Agreement shall control; and (ii) the policies and procedures are applicable only to the extent applicable to the Services provided by County hereunder. An amendment to this Agreement shall be required before Health Share can obligate County to the terms and conditions of any policies and procedures not then-listed in Exhibit H.

2.5.1. County shall also perform its duties and obligations under this Agreement in accordance with Applicable Laws, as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS Chapter 659A.142; (ii) OHA rules pertaining to the provision of prepaid capitated health care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations; (v) Title VI and VII of the Civil Rights Act of 1964, as amended; (vi) 45 CFR Part 84 which implements Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (vii) the Americans with Disabilities Act of 1990, as amended; (viii) Executive Order 11246, as amended; (ix) the Health Insurance Portability and Accountability Act of 1996, as amended; (x) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (xi) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (xii) all regulations and administrative rules established pursuant to the foregoing laws; (xiii) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations; (xiv) section 1557 of the Affordable Care Act; and (xv) all federal law governing operation of CMHPs, including without limitation, all federal laws requiring reporting of Client abuse.

2.6 Reporting Responsibilities. County agrees to promptly provide any reports, information, or documents reasonably requested by Health Share in the form and format requested by Health Share. Such reports may include without limitation, reports regarding utilization, performance measures, quality metrics, Member satisfaction, coordination, expenses and savings, and other information as Health Share may require to fulfill its reporting responsibilities under the Core Contract, including, but not limited to, Health Share's reporting requirements under Exhibit L of the Core Contract. County represents and warrants that any reports and data provided pursuant to this Section 2.6 will be accurate and complete.

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

2.7.1. Has and maintains in good standing all required or appropriate state and federal licenses, permits, registrations, certifications, approvals and authorizations if applicable, to provide Services under this Agreement consistent with state licensure requirements, Medicaid certification and other

professional qualifications as applicable. County will furnish evidence of the same to Health Share on request;

- 2.7.2. Has never been, and is not currently, suspended, debarred, or excluded from any federal or state funded health care program or from participating in any government procurement or non-procurement contract, as outlined in Health Share policy OPS-07 Excluded Individuals and Organizations;
- 2.7.3. County will comply, as applicable, with Health Share's credentialing or recredentialing criteria in effect and outlined in Health Share policy OPS-06 Provider Selection and Credentialing.
- 2.7.4. If compliance with any provision of this Agreement would result in the County's or Practitioner's loss of license, County agrees to notify Health Share within thirty (30) days of discovery of such conflict. County will promptly notify Health Share of any action against County's or any Practitioner's professional license to practice, including but not limited to suspension, revocation, or probation. County will also promptly notify Health Share if County or a Practitioner is convicted of a felony or expelled or suspended from the Medicaid program.

2.8 Representations and Warranties. County represents and warrants to Health Share the following,

- 2.8.1. County has the power and authority to enter into and perform the obligations described in this Agreement.
- 2.8.2. This Agreement, when executed and delivered, will be a valid and binding obligation of County enforceable in accordance with the Agreement's terms.
- 2.8.3. County has the skill and knowledge possessed by well-informed members of County's industry, trade or profession, as applicable, and County will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in County's industry, trade or profession, as applicable.
- 2.8.4. County will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed, if applicable, to perform the Services.
- 2.8.5. The Services will be in conformity in all respects with the requirements or specifications stated in this Agreement and the Statements of Work.
- 2.8.6. All Services provided or arranged by County shall be provided or arranged by duly licensed, certified, or otherwise authorized professional personnel in accordance with (i) the generally accepted medical, dental and/or surgical practices and standards prevailing in the applicable professional community at the time of treatment, (ii) the provisions of Health Share's quality initiative described in Exhibit B, Part 10 of the Core Contract, and (iii) the requirements of Applicable Laws.
- 2.8.7. Each of County's Practitioners shall maintain in good standing at all times during the term of this Agreement the necessary licenses or certifications required by Applicable Laws to provide or arrange Services hereunder.
- 2.8.8. County warrants all services provided will be Medically Appropriate services that county is obligated to provide, under Applicable Laws or under this Agreement, to a Member covered under this Agreement.

- 2.8.9. If County is a business entity (including, by way of example and not limitation, a corporation or limited liability company), County is duly organized, validly existing, and in good standing as a corporation or other entity as represented in this Agreement under the applicable law of such entity's jurisdiction of incorporation, organization, or chartering.
- 2.8.10. County shall not impose on Members premiums or charges that are in excess of the premiums or charges permitted under the Medical Assistance Program.
- 2.8.11. County shall not discriminate among Members on the basis of their health status or need for health care services.
- 2.8.12. County shall not misrepresent or falsify any information that it furnishes to CMS, the State of Oregon, OHA, or Health Share, including but not limited any certification, any report required to be submitted under this Agreement, encounter data or other information relating to care or services provided to a Member.
- 2.8.13. County shall not misrepresent or falsify information that it furnishes to a Member, Potential Member, or Practitioner.
- 2.8.14. County shall follow the accounting principles and accounting standards required by Applicable Laws, or this Agreement.

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

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

- 2.10.1. Includes sufficient detail and clarity to permit internal and external review to validate encounter submissions and to assure Medically Necessary services are provided consistent with the documented needs of the Member;
- 2.10.2. Conforms to accepted professional practice; and
- 2.10.3. Allows Health Share to ensure that data received from County is accurate and complete by: (i) verifying the accuracy and timeliness of reported data; (ii) screening the data for completeness, logic, and consistency; and (iii) collecting service information in standardized formats to the extent feasible and appropriate.

2.11 Record Retention.

- 2.11.1. In compliance with Health Share Policy OPS-02 Management and Retention of Records, County will retain, and will cause County's personnel to retain, clinical records for the longer of ten (10) years after the date of service for which claims are made, or for the period required by Applicable Laws. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the retention period, County will retain, and will cause County's personnel to retain, the clinical records until all issues arising out of the action are resolved.
- 2.11.2. County will maintain all financial records related to this Agreement in accordance with generally accepted accounting principles. In addition, County will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that Oregon Health Authority, the Secretary of State's Office, CMS, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. County will retain and keep accessible all Records for the longer of: (i) ten (10) years following final payment and termination of this Agreement; (ii) the retention period specified in this Agreement for certain kinds of records; (iii) the period required by Applicable Laws, including the records retention schedules set forth in OAR Chapters 410 and 166; or (iv) until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

2.12 **Subrogation.** County agrees to subrogate to Health Share and OHA any and all claims related to County's provision of Services hereunder that County has or may have against any entity or individual that directly or indirectly receives funds under this Agreement, but only to the extent Health Share and OHA have incurred damages. If the County also incurs damages, then this provision shall not prevent the County from pursuing its own claims.

2.13 **Protected Health Information.** The parties shall at all times during the period of this contract have an effective Business Associate Agreement. Each party acknowledges that County will receive and require access to certain protected health information (as such term is defined under 45 C.F.R. §160.103) about Health Share members, pursuant to this Agreement. Each party shall maintain the confidentiality of such information and shall use and disclose it, or any part thereof, in a manner required or permitted by law and consistent with its obligations under this Agreement and the Business Associate Agreement entered into between the parties. County and Health Share shall, directly or by subcontractor, fully comply with and provide administration appropriate to meeting all obligations of the Health Insurance Portability and Accountability Act of 1996.

Any reports, information or documentation provided, made available, or learned by either party to this Agreement which contains personally identifiable information of Health Share members, such as birth dates, names, addresses, telephone numbers, and social security numbers, which is not available to the public, shall also be held in confidence and used solely to perform obligations under this Agreement.

- 2.14 Non-Covered Services.** County will advise a Member of any service, treatment, or test that is recommended as Medically Appropriate for the Member in accordance with the community standards of the medical profession, even if the service, treatment, or test is not covered under the Plan. This Agreement, and the fact of whether the Plan happens to provide coverage of any particular service, treatment or test, does not alter a County's duty to exercise professional skill and judgment in accordance with the prevailing community standards applicable to County in advising and treating Members relative to that service, treatment, or test. County acknowledges that this Agreement may not be interpreted to require County to deny care to a Member for services that are not covered under the Plan. Neither County nor a Practitioner shall bill a Member for Non-Covered Services unless the County or the Practitioner, as applicable, has complied with the requirements set forth in OAR 410-120-1280(3)(h) prior to providing any of the Non-Covered Services.
- 2.15 Compliance with Health Care Programs.** County and County's Practitioners agree to cooperate with the Medical Directors of Health Share in the Medical Directors' review of, and in the establishment of programs, policies, and procedures to, improve the quality of care delivered to Members.
- 2.16 Nondiscrimination.** County will not discriminate in the provision of services to Members on the basis of enrollment in the Plan, race, color, age, citizenship, ethnicity, national origin, ancestry, race, color, creed, religion, political affiliation, physical or mental disability, medical condition or history, economic status, housing status, education, family responsibilities, gender identity and expression, genetic information, health status, height, marital status, physical appearance, pregnancy, sex, sexual orientation, veteran status or any other category protected under state or federal law.
- 2.17 Oregon Health Plan Addendum.** The terms and conditions set forth in the Oregon Health Plan Addendum (Exhibit H) are incorporated and made a part of this Agreement.
- 2.18 Liaison.** County will designate a liaison who will be responsible for meeting with a Health Share designee to discuss, on a regular basis, as scheduled by Health Share, County's performance under this Agreement.
- 2.19 Compliance with O.R.S. § 414.153.** Nothing in this Agreement shall be interpreted as prohibiting Health Share or Health Share Partners from contracting with other public or private providers for mental health or chemical dependency services.
- 2.20 Core Contract.** This Agreement is subject to the terms and conditions of the Core Contract. In the event that any provision, clause or application of this Agreement is ambiguous with respect to the delegation of Core Contract provisions by Health Share to County due to drafting, technical or similar issues, the parties shall interpret this Agreement in a manner consistent with the original intention of the parties, to allow Health Share to delegate as many duties and obligations related to providing Services to Members under the statements of work to County.

ARTICLE III COMPENSATION

- 3.1 Compensation.** In consideration of all the work to be performed under this Agreement, Health Share shall pay County per the schedule outlined in **Exhibit E**. Such payment will be made via electronic funds transfer and shall be paid once monthly on a date agreed on by Health Share and County.

3.2 Funds Available. County understands and agrees that Health Share’s payment for work performed under this Agreement is contingent on OHA receiving appropriations, limitations, allotments, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable discretion, to continue to make payments to HealthShare under the Core Contract. As a result, County’s payment hereunder from Health Share is contingent upon OHA making anticipated payments to Health Share.

3.3 Recovery of Overpayments or Other Amounts Owed by County. HealthShare shall have the right to audit County and recoup any payments made to County or offset against amounts owed by Health Share to County. Health Share and County shall mutually agree upon the amount to be recouped or offset.

ARTICLE IV RELATIONSHIP OF THE PARTIES

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

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

4.3 Practitioners. County will be solely responsible for payment of all wages, salary, compensation, payroll and withholding taxes, unemployment insurance, workers’ compensation coverage and all other compensation, insurance, and benefits with respect to Practitioners.

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

Board of Directors Membership and Development of Health Share Policies and Procedures. A County representative serves on Health Share’s board of directors. Through such representation, and given Health Share’s practice of requiring board committee and board review (in matters relating to governance, finance and delegated responsibilities) of Health Share policies and procedures, County will have input in the development of and amendments to policies and procedures that could affect County’s provision of Services hereunder.

ARTICLE V TERM AND TERMINATION

5.1 Term of Agreement. When executed by both parties, this Agreement will become effective as of

the Effective Date and will continue in effect for one (1) year from that date unless otherwise terminated pursuant to this Agreement. Both parties agree to reassess the terms of this agreement not less than three (3) months before the end of the term and determine whether the parties desire to renew the Agreement for an additional term.

5.2 Termination on Default. In the event Health Share or County should materially default in the performance of any obligation imposed by this Agreement, the non-defaulting party may elect to provide the defaulting party with written notice describing the facts and circumstances of the default. The defaulting party will then have 30 days to cure the default. Should the defaulting party fail to cure the default The non-defaulting party may elect, by written notice to the defaulting party, to terminate this Agreement or any of the Statements of Work, in whole or in part,; provided, however that with respect to any default covered by this subsection which reasonably requires additional time to cure, such failure will not result in a termination of the Agreement so long as the defaulting party has commenced performance of a cure within the stated cure period and diligently pursues such cure to completion.

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

- 5.3.1. County does not fully meet all County Qualifications set forth in Section 2.7 of this Agreement;
- 5.3.2. County fails to screen Practitioners or contracted, employed, leased, owned or controlled personnel providing or assisting in the provision of Services and confirm none are excluded, debarred, suspended or declared ineligible to participate in any federal health care program, or in any federal procurement or non- procurement program, and an excluded Practitioner or an excluded contracted, employed, leased, owned or controlled personnel provides or assists in the provision of Services hereunder;
- 5.3.3. County receives a felony conviction related to the provision of Services hereunder. The dissolution or reorganization of County.
- 5.3.4. If County: (i) voluntarily files a petition in or for bankruptcy or reorganization; (ii) makes a general assignment or another arrangement for the benefit of creditors; (iii) is adjudged bankrupt; (iv) has a trustee, receiver or other custodian appointed on its behalf; or (v) has any other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding commenced against it.
- 5.3.5. County fails or refuses to provide or arrange for the provision of Services to Members in a manner consistent with professional community standards, provided however that Health Share shall not have the right to immediately terminate the Agreement under this Section 5.3.6 if this Section 5.3.6 is implicated only because a malpractice or negligence claim has been filed against Practitioner and/or Practitioner has been found liable for malpractice or negligence.
- 5.3.6. Professional liability or other liability insurance covering County, as required by this Agreement, is terminated without replacement coverage being obtained in amounts required by this Agreement.

5.3.7. County’s knowing or deliberate submission of false or misleading billing information to Health Share or any Health Share Partner.

5.3.8. Health Share or OHA determines County is in violation of or has failed to comply with any of the requirements of this Agreement and County is unable to cure such violation or noncompliance through a Corrective Action Plan, as provided for in Section 9.3.3.j of this Agreement, or another corrective action.

5.4 Termination without Cause. The parties agree that they are contracting at will. Either Health Share or County may terminate this Agreement or any of the Statements of Work, in whole or in part, without cause upon one hundred eighty (180) days’ advance written notice to the other party. However, such termination will not relieve either party of any contractual obligation(s) incurred prior to the Effective Date of the termination.

5.5 Change in Law. In the event Applicable Laws are enacted, or state or federal regulations are promulgated which, in the opinion of Health Share, make this Agreement or Statement of Work illegal under such Applicable Laws, or this Agreement or any service outlined in the Statements of Work is otherwise deemed by appropriate state or federal governmental authorities to violate such Applicable Laws, this Agreement and/or the Statements of Work will immediately be amended to comply with such Applicable Laws or be terminated.

5.6 Continuity of Care. In the event of termination of this Agreement or any : Statement of Work, in whole or in part, the following provisions will apply to ensure continuity of the Services to Members. County will ensure:

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

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

5.6.3. Coordination and cooperation with Health Share, Health Share Partners, and OHA, as applicable;

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

5.6.5. Timely payment of valid claims for services to Members for dates of service included within the term of the Agreement or the Statements of Work ; and

5.6.6. If County continues to provide services to a Member after the date of termination of this Agreement or any of the Statements of Work, Health Share will have no responsibility to (i) pay for such services unless otherwise agreed to by Health Share to allow for an orderly and reasonable transfer of Member care in process; (ii) notify Members of the termination of this Agreement or the Statements of Work; or (iii) direct Members to other health care providers.

ARTICLE VI INDEMNIFICATION

6.1 Indemnification by Health Share. Health Share shall defend, indemnify and hold harmless County, County Commissioners, and County directors, officers, employees, affiliates and agents from and against all claims, suits, actions, losses, damages, liabilities, settlements, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the acts or omissions of Health Share or its officers, employees, subcontractors, agents, insurers, and attorneys (or any combination of them) in Health Share's performance pursuant to this Agreement.

6.2 Indemnification by County. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by Oregon Tort Claims Act, County shall defend, indemnify and hold harmless Health Share and its directors, officers, employees, affiliates and agents from and against all claims, suits, actions, losses, damages, liabilities, settlements, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of County or its officers, employees, subcontractors, agents, insurers, and attorneys (or any combination of them) under this Agreement.

ARTICLE VII INSURANCE

7.1 Insurance. County will procure and maintain, at County's sole expense, and keep in force, at least the types and amounts of insurance coverage as set forth in Exhibit F of the Core Contract. County will make available to Health Share evidence of insurance coverage required under this Section 7.1, as Health Share may request from time to time. County will provide Health Share at least fifteen (15) days' advance written notice of revocation, suspension, reduction, limitation, probationary or other disciplinary action taken on any of County's required insurance coverage. County shall also obtain and maintain privacy and network security coverage providing protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limits of at least \$3 million. If County has not already acquired such privacy and network security coverage meeting all of the previously mentioned requirements at the time this Agreement is executed, County shall procure such coverage in a reasonable amount of time after execution and as mutually agreed by Health Share. Proof of self-insurance for the required types and amounts of coverage satisfies this section.

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

ARTICLE VIII DISPUTES AND COMPLAINTS

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

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

8.3 Governing Law; Consent to Jurisdiction. County agrees that this Agreement shall be governed, and that County shall consent to legal jurisdiction, in accordance with Exhibit D, Section 1 of the Core Contract, which shall be incorporated herein by reference, except that any claim that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of the County where the claim arises or relates.

ARTICLE IX GENERAL PROVISIONS

9.1 Amendments.

- 9.1.1. Mutual Amendment. The terms of this Agreement may be amended from time to time in a writing signed by Health Share and County.
- 9.1.2. Required Amendments. Health Share may modify this Agreement immediately to comply with changes in Applicable Laws or changes in the Core Contract, as described in Section 5.5 of this Agreement. While Health Share will strive to give advance notice of such amendment(s) to County, advance notice by Health Share may not be possible if Health Share is required to immediately amend this Agreement to comply with changes in Applicable Laws or the Core Contract.

9.2 Notices and Communications between the Parties.

- 9.2.1. Certain Notices Required Under This Agreement. The following notices must be sent via overnight delivery with delivery confirmation or certified mail, return receipt requested:
 - a. All notices for termination of this Agreement; and
 - b. All requests for mediation and/or arbitration.
- 9.2.2. All Other Notices and Communications. All other notices and communications between the parties which are necessary for the proper administration of this Agreement (including notices required within this Agreement which are not included in Section 9.2.1 above) may be communicated via regular U.S. mail, facsimile or electronic mail.
- 9.2.3. Confidential and Protected Health Information. If a notice or communication includes information which is confidential or proprietary to either or both parties and/or which includes “protected health information,” as defined for purposes of HIPAA (“PHI”), then the following restrictions must be observed when communicating such information:
 - a. U.S. Mail/Certified Mail/Overnight Delivery: no additional requirements.
 - b. Facsimile Transmission: The information must be prefaced by a formal cover sheet noting the confidentiality of such information.

- c. Web Site: Parties shall use Health Share Bridge to communicate confidential information and PHI. Parties shall not use unencrypted means of communicating confidential information or PHI.
- d. Electronic Mail: Not a permitted method of notice or communication for confidential information and PHI, unless the electronic mail is secured or the information is appropriately encrypted.

9.2.4. Address for Notices.

All notices and other communications under this Agreement will be in writing and deemed effectively given when personally delivered or when actually deposited in the mail as prepaid, registered or certified mail, return receipt requested for electronic mail, to the address set forth below or to any other address which either party may designate to the other by written notice, including email:

Health Share:

Health Share of Oregon
 Attn: Contracts Department
 Mailing Address:
 2121 SW Broadway, Suite 200
 Portland, Oregon 97201
 Email: parksj@healthshareoregon.org

Clackamas County:

Clackamas County
 Attn: Sherry Olson
 Mailing Address:
 2051 Kaen Rd. Suite 367
 Oregon City, OR 97045
 Email: Solson4@clackamas.us

The facsimile, postal address or electronic mail address for notice may be changed on prior written notice to the other party.

9.2.5 When Made. For notices and communications described under Sections 9.2.1 and 9.2.2 above, the notice or communication will be deemed to have been made on the date the receiving party confirmed receipt of the notice or communication.

9.3 Assignment of Contract, Successors in Interest, Subcontractor.

- 9.3.1. Health Share may assign or transfer Health Share’s interest in this Agreement without prior consent of County.
- 9.3.2. County will not assign or transfer County’s interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of Health Share. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Health Share may deem necessary. No approval by Health Share of any assignment or transfer of interest will be deemed to create any obligation of Health Share in addition to those set forth in this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
- 9.3.3. If County subcontracts any or all of the work to be performed under this Agreement, County shall subcontract in accordance with the standards applicable to “Contractor” in Exhibit B, Part 4, Sections 12.a.1 through 12.a.7, and 12.a.10 – 12.a.12 of the Core Contract. Further:
 - a. To the extent Health Share has delegated services and obligations under the

Core Contract to County in this Agreement, County agrees to perform the services and meet the obligations and terms and conditions of the Core Contract as if County is Health Share.

- b. County shall enter into a business associate agreement with Health Share when required under, and in accordance with, HIPAA.
- c. County shall cooperate with Health Share's performance of readiness review evaluations of County, as described in Exhibit B, Part 4, Section 12.a.4 of the Core Contract.
- d. County shall cooperate with Health Share's performance of exclusion screening and criminal background checks, as described in Exhibit B, Part 4, Sections 12.a.5 and 12.a.6 of the Core Contract.
- e. If deficiencies are identified in County performance, whether those deficiencies are identified by Health Share, by OHA, or their designees, County shall be required to respond to and remedy those deficiencies within the timeframe set by OHA or a reasonable timeframe set by Health Share, provided however that Health Share shall not be required to set a reasonable timeframe if the timeframe set by OHA is unreasonable. If, in Health Share's discretion, the timeframe set by OHA is unreasonable, Health Share will undertake reasonable efforts to negotiate the timeframe.
- f. County shall not bill Members for services that are not covered under the Core Contract unless there is a full written disclosure or waiver (also referred to as an agreement to pay) on file, signed by the Member, in advance of the service being provided, in accordance with OAR 410- 141-3565.
- g. County shall oversee and be responsible for the satisfactory performance of any services that are Covered Services it has delegated to a subcontractor. County shall require subcontractors to perform services under subcontracts in accordance with the requirements of the Core Contract.
- h. County shall support and assist Health Share in the development and reporting of its Annual Subcontractor Performance Report, as described in Exhibit B, Part 4, Sections 12.a.13 – 12.a.15 of the Core Contract.
- i. In the event OHA or Health Share identifies deficiencies or areas of improvement in County's performance, Health Share and County will work together to develop a Corrective Action Plan to remedy such deficiencies. County shall implement the agreed-upon Corrective Action Plan and cooperate with Health Share in implementing it within a reasonable timeframe set by Health Share, provided however that Health Share shall not be required to set a reasonable timeframe if the timeframe set by OHA for implementation is unreasonable. If, in Health Share's discretion, the timeframe set by OHA is unreasonable, Health Share will undertake reasonable efforts to negotiate the timeframe. County shall further support and assist Health Share in its obligations to report on the Corrective Action Plan to OHA, as described in Exhibit B, Part 4, Sections 12.a.16 and 12.a.17 of the Core Contract.

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

9.5 Entire Agreement; Amendments. This Agreement, together with all exhibits and Statements of Work, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and replaces and supersedes all prior understandings and agreements, both written and oral, with respect to such subject matter. This Agreement may only be amended pursuant to the provisions described in Section 9.1 of this Agreement.

9.6 Confidential Business Information. Except as otherwise required by Applicable Laws, County agrees not to disclose to any third party any Confidential Information, as defined in this Section 9.6, that is disclosed to County as a result of County's participation in this Agreement. "**Confidential Information**" will mean all information provided by one party to this Agreement to another in connection with this Agreement, which is designated "confidential" and/or considered a trade secret under Applicable Laws. Each party agrees that it will not make use of, disseminate, disclose or in any way circulate any Confidential Information supplied to or obtained by such party in writing, orally or by observation, except as expressly permitted by this Agreement or as required by Applicable Laws or order of a court or administrative agency having jurisdiction. Confidential Information may be used as necessary to perform the services required under this Agreement and may be disclosed by a party to this Agreement to its own employees that require access to such Confidential Information for the purposes of this Agreement. This paragraph does not prevent disclosure in connection with an auditor survey in the normal course of business by regulatory authorities, certified public accountants, accrediting institutions and the like; provided the recipient is under a duty to protect the confidentiality of the information disclosed.

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

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

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

The foregoing terms are agreed to by the parties.

Health Share of Oregon
an Oregon nonprofit corporation

Clackamas County

By: _____ By: _____

Print Name: Mindy Stadlander _____ Print Name: _____

Title: Interim CEO _____ Title: _____

Date: _____ Date: _____

EXHIBIT A

**COMMUNITY HEALTH ASSESSMENT AND COMMUNITY HEALTH IMPROVEMENT
PLAN ALIGNMENT AND IMPLEMENTATION
STATEMENT OF WORK**

This Statement of Work (“SOW”), effective as of January 1, 2023 (the “SOW Effective Date”), is made pursuant to, and incorporates by reference, the County Services Agreement effective January 1, 2023 (the “Agreement”) between Health Share of Oregon, an Oregon nonprofit corporation (“Health Share”), and Clackamas County (“County”).

- I. **Services.** County will collaborate with Health Share in Health Share’s development of: (a) a Community Health Assessment (CHA) through participation in the Healthy Columbia Willamette Collaborative and as described in Exhibit K, Section 6 of the Core Contract; and (ii) a Community Health Improvement Plan (CHIP) for the implementation of health activities in accordance with OAR 410-141-3730 and as described in Exhibit K, Section 7 of the Core Contract.

Payment that County receives for the above-described services shall be used to support implementation of CHIP activities for local and regional CHIP priorities. Funds will be allocated to support CHIP projects identified by the strategic CHIP workgroups that may include grants, pre-identified CHIP strategies, CHIP planning, CHIP community engagement initiatives, and CHIP related evaluation efforts.

- II. **Benchmarks.** Health Share and County will mutually agree on any performance benchmarks required by Health Share. County agrees to provide annual progress reports relevant to CHA and CHIP alignment and implementation, in the form and format requested by Health Share. Those reports will include information on lessons learned, project outcomes from funded community grants and identified priority projects.
- III. **Separate Accounting.** County will maintain County’s books so as to show the investment fund separately and will keep adequate records to substantiate all expenditures of the investment funds. County will make these books and records available to Health Share at reasonable times for review and audit upon Health Share’s request and will comply with all reasonable requests by Health Share for information and interviews regarding County’s use of the investment funds. Health Share may, at Health Share’s own expense, conduct an independent financial and programmatic audit of County’s expenditures of this investment and County will cooperate with any such audit.
- IV. **Reporting.** County shall provide Health Share with semi-annual narrative reporting on progress toward performance benchmarks and fiscal reporting that includes a detailed description of services provided for each expenditure. Reports shall be submitted to Health Share according to the following reporting schedule:

| Reporting Period | Report Due |
|----------------------------------|------------------|
| January 1, 2023 – June 30, 2023 | July 31, 2023 |
| July 1, 2023 – December 31, 2023 | January 31, 2024 |

EXHIBIT B

REGIONAL PERINATAL CONTINUUM OF CARE STATEMENT OF WORK

This Statement of Work (“SOW”), effective as of January 1, 2023 (the “SOW Effective Date”), is made pursuant to, and incorporates by reference, the County Services Agreement effective January 1, 2023 (the “Agreement”) between Health Share of Oregon, an Oregon nonprofit corporation (“Health Share”), and Clackamas County (“County”).

I. Purpose. Health care investment in a perinatal continuum of care infrastructure and county-based services to families supports the healthy development of families and young children within our communities. Public Health prevention services—including evidence-based home visiting and WIC programs—address social, emotional, and educational determinants of health, physical health, and development and social-emotional well-being. Prevention services decrease the use of emergency medical services, decrease child abuse and incarceration rates, increase family self-sufficiency, increase graduation and employment rates, reduce risk factors that lead to chronic conditions, increase immunization rates, improve utilization of a medical home, and result in savings in health care costs. County-based services provide education, physical health screenings, parent support, early identification of problems and service referrals to improve maternal, family, and community health outcomes. With an emphasis on supporting individuals and communities most impacted by racial health inequities, services are prioritized to those at highest risk for poor health outcomes, including low-income families, first-time families, and families with children who have special health needs.

II. Services. County shall undertake the following services related to the perinatal continuum of care:

- a. **Perinatal Prevention Systems Coordination and Planning.** Leading and coordinating the Clackamas County Home Visiting Collaborative, facilitating Help Me Grow integration, and expanding Healthy Birth Initiative (HBI), an African American/Black-centered home visiting program, in Clackamas and Washington Counties.
- b. **Public Health Home Visiting.** County will make the Babies First! home visiting program available to support high-risk pregnant women and infants.
- c. **Women, Infant and Children (WIC) Services.** County will make available WIC services to provide breastfeeding and nutrition expertise and support. County will prioritize enrolling Medicaid eligible pregnant women.

III. Benchmarks. County shall report on the following service benchmarks:

- a. Perinatal Prevention System Coordination and Planning
 1. Public Health Home Visiting Infrastructure Development Plan.
 2. Continue development and alignment of Help Me Grow as part of perinatal continuum of care in the county.
 3. Establish an intergovernmental agreement to begin staged implementation of Healthy Birth Initiative services and breastfeeding supports for communities of color, particularly families that identify as African American/Black.
 4. Pilot common intake process for all home visiting programs in Clackamas County.
- b. Public Health Home Visiting
 1. Hire and train Community Health Nurse and Traditional Health Worker.

c. WIC Services

1. Number of prenatal WIC participants from Oregon Health Plan.

IV. Separate Accounting. County will maintain County’s books so as to show the investment fund separately and will keep adequate records to substantiate all expenditures of the investment funds. County will make these books and records available to Health Share at reasonable times for review and audit upon Health Share’s request and will comply with all reasonable requests by Health Share for information and interviews regarding County’s use of the investment funds. Health Share may, at Health Share’s own expense, conduct an independent financial and programmatic audit of County’s expenditures of this investment and County will cooperate with any such audit.

V. Reporting. County shall provide Health Share with semi-annual narrative reporting on progress toward performance benchmarks and fiscal reporting that includes a detailed description of services provided for each expenditure. Reports shall be submitted to Health Share according to the following reporting schedule:

| Reporting Period | Report Due |
|----------------------------------|------------------|
| January 1, 2023 – June 30, 2023 | July 31, 2023 |
| July 1, 2023 – December 31, 2023 | January 31, 2024 |

EXHIBIT C

REGIONAL HARM REDUCTION / NEEDLE EXCHANGE CBO CAPACITY BUILDING STATEMENT OF WORK

This Statement of Work (“SOW”), effective as of January 1, 2023 (the “SOW Effective Date”), is made pursuant to, and incorporates by reference, the County Services Agreement effective January 1, 2023 (the “Agreement”) between Health Share of Oregon, an Oregon nonprofit corporation (“Health Share”), and Clackamas County (“County”).

- I. Purpose.** Increase the accessibility of syringe service programs to reduce transmission of viral hepatitis, HIV, and other infections through improved community-based capacity around harm reduction. Improve the knowledge and self-efficacy of community-based organizations (CBOs) to promote and provide harm reduction services.
- II. Services.** County shall undertake the following services related to regional harm reduction/needle exchange CBO capacity building:
- a. Regional Harm Reduction Collaboration
 - 1. Convene quarterly regional syringe service provider meetings to:
 - Exchange and visualize data on regional substance use/disease patterns.
 - Collaborate on evolving and best practices.
 - Prioritize equity, inclusion and representation in planning and implementation activities.
 - Share cross-county program resources.
 - Explore opportunities to grow regional harm reduction strategies.
 - c. Community-Based Organization Capacity Building:
 - 1. Provide technical assistance to local CBOs providing harm reduction services, including syringe exchange.
 - 2. Provide harm reduction kits to community-based organizations which may include but would not be limited to, safe injection supplies, wound care kits, Narcan and other harm reduction materials and resources to help prevent and/or reduce communicable disease transmission including Hepatitis C as needed and funding allows.
- III. Benchmarks.** County shall report on the following service benchmarks:
- a. Evaluation report capturing technical assistance provided to community based organizations providing harm reduction services.
 - b. Number of organizations distributing harm reduction supplies including naloxone kits, wound care kits, and/or sharps containers.
 - c. Number of syringes distributed by Outside In at Clackamas County specific syringe service sites.
 - d. Number of HIV/Hep C tests administered by Outside In at Clackamas County syringe service sites.

- IV. Separate Accounting.** County will maintain County’s books so as to show the investment fund separately and will keep adequate records to substantiate all expenditures of the investment funds.

County will make these books and records available to Health Share at reasonable times for review and audit upon Health Share’s request and will comply with all reasonable requests by Health Share for information and interviews regarding County’s use of the investment funds. Health Share may, at Health Share’s own expense, conduct an independent financial and programmatic audit of County’s expenditures of this investment and County will cooperate with any such audit.

V. Reporting. County shall provide Health Share with semi-annual narrative reporting on progress toward performance benchmarks and fiscal reporting that includes a detailed description of services provided for each expenditure. Reports shall be submitted to Health Share according to the following reporting schedule:

| Reporting Period | Report Due |
|----------------------------------|------------------|
| January 1, 2023 – June 30, 2023 | July 31, 2023 |
| July 1, 2023 – December 31, 2023 | January 31, 2024 |

EXHIBIT D
IMMUNIZATIONS AND OTHER COMMUNICABLE DISEASES
STATEMENT OF WORK

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

- a. Immunizations;
- b. Sexually transmitted diseases; and
- c. Covid-19 and other communicable diseases;

II. Terms:

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

III. Separate Accounting. County will maintain County's books so as to show the investment fund separately and will keep adequate records to substantiate all expenditures of the investment funds. County will make these books and records available to Health Share at reasonable times for review and audit upon Health Share's request and will comply with all reasonable requests by Health Share for information and interviews regarding Counterparty's use of the investment

funds. Health Share may, at Health Share’s own expense, conduct an independent financial and programmatic audit of County’s expenditures of this investment and County will cooperate with any such audit.

IV. Reporting. County shall provide Health Share with semi-annual fiscal reporting that includes a comprehensive accounting of each service provided to Health Share Members. Reports shall be submitted to Health Share according to the following reporting schedule:

| Reporting Period | Report Due |
|---------------------------------|------------------|
| January 1, 2023 – June 30, 2023 | July 31, 2023 |
| July 1, 2023– December 31, 2023 | January 31, 2024 |

EXHIBIT E
PAYMENT SCHEDULE FOR PUBLIC HEALTH SERVICES

Organization Name: Clackamas County Public Health
 Project Name: Community-Based Public Health Services
 Funding Period: January 1, 2023 - December 31, 2023
 Health Share Project Code: 300000

| Regional Perinatal Continuum of Care | | | |
|--|---|------------|------------------|
| | Intended Use of Funds | HRS | Amount |
| Perinatal Preventive Health Systems | Systems coordination improvements with maternal child health and early learning partners within Clackamas County and tri-county. Funds support leading and coordinating the Clackamas County Home Visiting Collaborative, facilitating Help Me Grow integration, and expanding Healthy Birth Initiative (HBI), a culturally-specific model promoting African American health and stability in pregnancy, birthing, childhood, families, and community, with a focus on communities. | Yes | \$287,738 |
| Women, Infant and Children (WIC) Services | Expand access to nutrition education and breastfeeding counseling for Medicaid members across Clackamas County. | No | \$50,000 |
| Immunization Outreach + Education Campaign | Expand access to childhood immunization services for Medicaid members across Clackamas County. Education and outreach to address vaccine hesitancy in community. | Yes | \$40,000 |
| | Subtotal | | \$377,738 |
| Regional Harm Reduction | | | |
| | Intended Use of Funds | HRS | Amount |
| Regional Harm Reduction Collaboration | Convene regional syringe service provider meetings (e.g., quarterly) to support the following: 1) Exchange and visualize data on regional substance use/disease patterns; 2) Collaborate on evolving and best practices; 3) Prioritize equity, inclusion and representation in planning and implementation activities; 4) Share cross-county program resources; 5) Explore opportunities to grow regional harm reduction strategies. Provide harm reduction kits to community-based organizations (CBOs) which may include, but is not limited to, safe injection supplies, wound care kits, Narcan and other harm reduction materials and resources to help prevent and/or reduce communicable disease transmission. | Yes | \$22,667 |
| | Subtotal | | \$34,000 |

| CHNA/CHIP Grants | | | |
|--|--|------------|------------------|
| | Intended Use of Funds | HRS | Amount |
| CHNA/CHIP Development & Implementation | Community Health Needs Assessment (CHNA) & Community Health Improvement Plan development, coordination, & engagement with equity approaches. Funds will be used to support CHIP projects identified by the strategic CHIP workgroups that may include grants, pre-identified CHIP strategies, CHIP planning, CHIP community engagement initiatives, and CHIP related evaluation efforts. Jan - June 2023 | Yes | \$110,120 |
| CHIP Community Grants | TBD - Awarded to CBOs after CHNA/CHIP completion. Will provide details to Health Share when available. July - Dec 2023 | TBD | \$100,000 |
| | Subtotal | | \$210,120 |
| Total Contract Amount | | | \$664,258 |

EXHIBIT F

HEALTH SHARE POLICIES AND PROCEDURES

County is obligated to the terms and conditions of all the following Health Share policies and procedures which are available in Bridge:

1. COMM-01 Member and Potential Member Education, Information, and Marketing Materials Review Process
2. COMM-02 Materials Co-Branding
3. CORP-02 Delegated Functions and Oversight
4. CORP-05 Delegated Entity Correction Action and Sanctions
5. CORP-09 Fraud, Waste and Abuse Prevention and Detection
6. OPS-02 Management and Retention of Records
7. OPS-03 Recovery of Overpayments from Providers
8. OPS-04 Reporting of Overpayments Due to FWA
9. OPS-06 Provider Selection and Credentialing
10. OPS-07 Excluded Individuals and Organizations
11. QUAL-01 Grievance System Overview
12. QUAL-02 Member Rights
13. QUAL-03 Non-Discrimination
14. QUAL-04 Member Grievances
15. QUAL-06 Advance Directives and Declaration for Mental Health Treatment
16. QUAL-07 Transformation, Quality, and Performance Improvement
17. QUAL-10 Access to Care
18. UM-07 Transition of Care

Exhibit G OHP Addendum

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

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

- 8. Audit by OHA.** County will provide timely access to records and facilities and cooperate with OHA Health Share in collection of information through consumer surveys, onsite reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with the Core Contract, including but not limited to verification of services actually provided, compliance with medical and other records security and retention policies and procedures, and for developing and monitoring performance and outcomes.
- 9. Performance Monitoring.** County will cooperate with and abide by Health Share's policies and procedures (CORP-02 Delegated Functions and Oversight; CORP-05 Delegated Entity Correction Action and Sanctions; CORP-09 Fraud, Waste and Abuse Prevention and Detection; OPS-02 Management and Retention of Records; OPS-03 Recovery of Overpayments from Providers; OPS-04 Reporting of Overpayments Due to FWA; QUAL-01 Grievance System Overview; QUAL-02 Member Rights; QUAL-03 Non-Discrimination; QUAL-04 Member Grievances), and actions, and will comply, as requested, with a Health Share request for information, documentation, reporting and access that permit Health Share to monitor County's performance on an ongoing basis and, as necessary, to perform a formal review of County's compliance with delegated responsibilities and performance, and to identify any deficiencies or areas for improvement, in accordance with 42 CFR 438.230. On identification of deficiencies or areas for improvement, County will be required to develop and implement a time specific plan for the correction of identified areas of noncompliance or substandard performance.
- 10. Revocation of the Delegation of Activities or Obligations.** Health Share may revoke the delegation of activities or obligations and pursue the remedies contemplated by this Agreement in instances where OHA or Health Share has determined County has breached the terms of this Agreement.
- 11. Federal Managed Care Requirements.** County will comply with the payment, withholding, incentive and other requirements of 42 CFR § 438.6 that are applicable to any services or supplies provided by County under this Agreement.
- 12. Valid Claims.** As applicable, County will submit to Health Share valid claims for services including all the fields and information needed to allow the claim to be processed without further information from the personnel providing services under this Agreement within timeframes for valid, accurate encounter data submission as required under Exhibit B, Part 8 and other provisions of the Core Contract.
- 13. Criminal Background Checks.** County will conduct criminal background checks on all County personnel in advance of County personnel providing Services under this Agreement.
- 14. Program Integrity.**
 - a. County will comply with and perform all of the same obligations, terms, and conditions of Health Share as set forth in Exhibit B, Part 9 of the Core Contract.
 - b. County will also have its own fraud and abuse policies and procedures and a mandatory compliance plan, in accordance with OAR 410-120-1510, 42 CFR 433.116, 42 CFR 438.214, 438.600 to 438.610, 438.808, 42 CFR 455.20, 455.104 through 455.106 and 42 CFR 1002.3, as applicable, which enable County to prevent and detect fraud and abuse activities as such activities relate to the OHP. County will review County's fraud and abuse policies annually.
 - c. Unless expressly provided otherwise in Exhibit B, Part 9 of the Core Contract, County shall

report any suspected Fraud, Waste, or Abuse to Health Share no more than five (5) business days after becoming aware of the suspicious case.

- d. County will cooperate, and require its subcontractors to cooperate, with Health Share, Health Share Partners, PAU and the MFCU investigators during any investigation of fraud or abuse. County will permit Health Share, Health Share Partners, OHA, CMS, the DHHS Inspector General, PAU, MFCU to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of County or by or on behalf of any subcontractor, as required to investigate an incident of fraud and abuse. County will provide copies of reports or other documentation regarding the suspected fraud or abuse at no cost to Health Share, Health Share Partners, PAU or MFCU during an investigation.
- e. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by Oregon Tort Claims Act, County shall indemnify Health Share for Sanctions imposed by OHA on Health Share to the extent the reason for the imposition of Sanctions by OHA under Exhibit B, Part 9, Sections 2 and 3 of the Core Contract is reasonably attributable to the action or inaction of County, provided however that before requiring County to indemnify Health Share for Sanctions, Health Share will follow the procedures set forth in Health Share's sanctions and civil monetary penalties policy and provided further that under no circumstances will County be required to indemnify Health Share for any share of Sanctions assessed against Health Share that are not caused by the actions or inactions of County.

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by Oregon Tort Claims Act, County shall indemnify Health Share for any civil monetary penalties that have been assessed by OHA pursuant to Exhibit B, Part 9, Section 4 of the Core Contract to the extent the reason for the imposition of civil monetary penalties is reasonably attributable to the action or inaction of County, provided however that before requiring County to indemnify Health Share for civil monetary penalties, Health Share will follow the procedures set forth in Health Share's sanctions and civil monetary penalties policy and provided further that under no circumstances will County be required to indemnify Health Share for any share of the civil money penalties assessed against Health Share that are caused by the actions or inactions of County.

- f. County shall support and assist Health Share in the implementation of temporary management mechanisms, to the extent Health Share is required, in accordance with Exhibit B, Part 9, Section 5 of the Core Contract, to implement and impose such mechanisms.
- g. If OHA requires Health Share to develop and implement a CAP, as described in Exhibit B, Part 9, Section 6 of the Core Contract, County shall support and assist Health Share in developing and implementing the CAP and meeting its reporting obligations under the CAP, to the extent the issues and factors contributing to the breach that gave rise to the CAP are attributable, in whole or in part, in Health Share's sole discretion, to the action or inaction of County.
- h. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by Oregon Tort Claims Act, County shall indemnify Health Share for any civil money penalties that have been assessed by OHA pursuant to Exhibit B, Part 9, Section 7 of the Core Contract to the extent the reason for the imposition of civil money penalties is reasonably attributable to the action or inaction of County, provided however that before requiring County to indemnify Health Share for civil money penalties, Health Share will follow the procedures set forth in Health Share's sanctions and civil monetary penalties policy and provided further that under no circumstances will County be required to indemnify Health Share for any share of the civil money penalties

assessed against Health Share that are not caused by the actions or inactions of County.

- i. County shall support and assist Health Share in meeting the requirements set forth in Exhibit B, Part 9, Section 8 of the Core Contract, as requested by Health Share, when indemnification, support or assistance by County is required under Exhibit D, Sections 17.f - 17.j of this Agreement.
- j. County shall develop and implement Fraud, waste, and Abuse prevention policies in accordance with Exhibit B, Part 9, Section 10 of the Core Contract.
- k. County shall comply with the terms and conditions applicable to “Contractor” set forth in Exhibit B, Part 9, Sections 11-18 of the Core Contract provided, however, that instead of submitting documentation or making reports to OHA, County shall report to Health Share only, and not OHA.

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

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

17. Timely Access to Care. County shall, and shall require its subcontractors to, meet standards for timely access to care and services, as set forth in the Health Share policy QUAL-10 Access to Care, the Core Contract and OAR 410-141-3220, which includes, without limitation, providing services within a time frame that takes into account the urgency of the needs for services and offering hours of operation that are not less than the hours of operation offered to County’s commercial patients (as applicable). County shall arrange for the provision of Services to Members during normal office hours that are not less than the hours of operation offered to County’s other clients. County shall prioritize timely access to care for Prioritized Populations and shall meet the timely access standards set forth in Exhibit B, Part 4, Section 2.a of the Core Contract. County shall report information relating to barriers to access to care for Members, as requested by Health Share, and support and assist Health Share in drafting a report of the barriers to access to care and a strategic plan for removing such barriers.

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

- 19. Required Background and Training for Substance Use Disorders.** If the services provided by County under this Agreement includes the evaluation of Members for access to and length of stay in substance use disorder services, County will ensure that County’s personnel providing such services have the training and background in substance use disorder services and working knowledge of American Society of Addiction Medicine (“ASAM”) Patient Placement Criteria for the Treatment of Substance-Related Disorders, Second Edition-Revised (“PPC-2R”). County shall participate with OHA in a review of data about the impact of those criteria on service quality, cost, outcome and access.
- 20. Required Training in Integration and Foundations of Trauma Informed Care.** County will ensure that County’s personnel providing services under this Agreement are trained in integration, and Foundations of Trauma Informed Care (<http://traumainformedoregon.org/tic-intro-training-modules/>). County shall provide regular, periodic oversight and technical assistance on these topics to County’s personnel providing services under this Agreement.
- 21. Required Training in Recovery Principles and Motivational Interviewing.** County will ensure that County’s personnel providing services under this Agreement are trained in recovery principles and motivational interviewing. County shall provide regular, periodic oversight and technical assistance on these topics to Practitioners and County personnel providing services under this Agreement.
- 22. Trauma Informed Framework.** If the services provided by County under this Agreement includes the developing of Individual Service and Support Plans for Members, County will ensure that County’s personal providing such services assess for Adverse Childhood Experiences, trauma and resiliency in a Culturally and Linguistically Appropriate manner, using a Trauma Informed framework.
- 23. Drug Addiction Treatment Waivers.** If applicable, County will ensure that County’s personnel providing services under this agreement who have a waiver under the Drug Addiction Treatment Act of 2000 and 42 CFR Part 8 are permitted to treat and prescribe buprenorphine for opioid addiction in any appropriate practice setting in which they are otherwise credentialed to practice and in which such treatment would be Medically Appropriate.
- 24. No Marketing.** County may not initiate contact or Market independently to Potential Members, directly or through any agent or independent contractor, in an attempt to influence a Client’s Enrollment with Health Share or any other entity, without the express written consent of OHA. County may not conduct, directly or indirectly, door-to-door, telephonic, mail, electronic, or other Cold Call Marketing practices to entice the Client to enroll with any entity, or to not enroll with another contractor. County may not seek to influence a Client’s Enrollment with Health Share or any other entity in conjunction with the sale of any other insurance.
- 25. Third Party Liability Recovery.** County will provide, in a timely manner upon request, as requested by Health Share in accordance with a request by OHA, or as may be requested directly by OHA, with all Third-Party Liability eligibility information and any other information requested by OHA or Health Share, as applicable, in order to assist in the pursuit of financial recovery. County may not refuse to provide Services, to a Member because of a Third Party potential liability for payment for the Service. County will comply with 42 USC 1395y(b), which gives Medicare the right to recover its benefits from employers and workers’ compensation carriers, liability insurers, automobile or no fault

insurers, and employer group health plans before any other entity including County. County acknowledges that where Medicare and Health Share have paid for services, and the amount available from the Third Party Liability is not sufficient to satisfy the Claims of both programs to reimbursement, the Third Party Liability must reimburse Medicare the full amount of its Claim before any other entity including County may be paid. County acknowledges that if the Third Party has reimbursed Health Share or County, or if a Member, after receiving payment from the Third Party Liability, has reimbursed Health Share or County, Health Share or County must reimburse Medicare up to the full amount that Health Share or County received, if Medicare is unable to recover its payment from the remainder of the Third Party Liability payment.

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

27. Member Rights Under Medicaid. County shall comply with Health Share policy QUAL-02 Member Rights and have written policies regarding Member rights and responsibilities under Medicaid law specified below and County shall:

- a. Ensure Members are aware that a second opinion is available from a Practitioner, or that County will arrange for Members to obtain a second opinion from a health care professional who is not a Practitioner, at no cost to Members.
- b. Not discriminate in the provision of Services to Members hereunder on the basis of enrollment in the Plan, race, color, national origin, ethnicity, ancestry, religion, sex, marital status, sexual orientation, mental or physical disability, medical condition or history, age or any other category protected under Applicable Laws.
- c. Ensure that Members are aware of their civil rights under Title VI of the Civil Rights Act and ORS Chapter 659A, that Member has a right to report a complaint of discrimination by contacting County, Health Share, OHA, the Bureau of Labor and Industries, or the Office of Civil Rights.
- d. Provide written notice to Members of County's nondiscrimination policy and process to report a complaint of discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, marital status, age or disability in accordance with Applicable Laws, including Title VI of the Civil Rights Act and ORS Chapter 659A.
- e. Provide equal access for both males and females under 18 years of age to appropriate facilities, services, and treatment under this Agreement, consistent with OHA obligations under ORS 417.270.
- f. Make OHA certified or qualified health care interpreter services available free of charge to each Potential Member and Member. This applies to all non-English languages and sign language, not just those that OHA identifies as prevalent. County shall notify its Members, Potential Members, County personnel and Practitioners that oral and sign language interpretation services are available free of charge for any spoken language and sign language and that written information is available in prevalent non-English languages as specified in 42 CFR §438.10(d)(4). County shall notify Potential Members and Members in Marketing Materials, and in County's new hire or other on-boarding materials and other

communications, about how to access oral and sign language interpretation and written translation services.

- i. County shall comply with the requirements of Title II of the Americans with Disabilities Act and Title VI of the Civil Rights Act by assuring communication and delivery of Services to Members with diverse cultural and ethnic backgrounds. Such communication and delivery of Services in compliance with such laws may also require, without limitation, certified or qualified interpreter services for those Members who have difficulty communicating due to a medical condition, disability, or limited English proficiency, or where no adult is available to communicate in English, or there is no telephone. County shall maintain written policies, procedures and plans in accordance with the requirements of OAR 410-141-3515. County shall comply with the requirements of Title II of the Americans with Disabilities Act and ensure that Services provided to Members with disabilities are provided in the most integrated setting appropriate to the needs of those Members. County shall ensure that its employees, subcontractors and facilities are prepared to meet the special needs of Members who require accommodations because of a disability or limited English proficiency. County shall report data on language access and interpreter services to Health Share as requested by Health Share to meet its reporting obligations under Exhibit B, Part 4, Section 2.j of the Core Contract.
 - ii. County shall ensure that all County personnel and Practitioners with Potential Members are fully informed of County policies and the provision of Certified or Qualified Health Care Interpreter services including the Practitioner's offices that have bilingual capacity.
- g. Have in place a mechanism to help Members and Potential Members understand the requirements and benefits of County's plan and develop and provide written information materials and educational programs consistent with the requirements of OAR 410-141-3580 and 410-141-3585.
 - h. Allow each Member to choose the Member's own health professional from available Practitioners and facilities to the extent possible and appropriate.
 - i. Require, and cause its Practitioners to require, that Members receive information on available treatment options and alternatives presented in a manner appropriate to the Member's condition, preferred language, and ability to understand.
 - j. Allow each Member the right to: (i) be actively involved in the development of Treatment Plans to the extent Services provided hereunder are Covered Services, (ii) participate in decisions regarding such Member's own health care, including the right to refuse treatment; (iii) and have the opportunity to execute a statement of wishes for treatment, including the right to accept or refuse medical, surgical, or Behavioral Health treatment, (iv) execute directives and powers of attorney for health care established under ORS 127.505 to 127.660 and the Omnibus Budget Reconciliation Act of 1990 -- Patient Self-Determination Act, and (v) have Family involved in such Treatment Planning.
 - k. Allow each Member the right to request and receive a copy of Member's own Health Record, (unless access is restricted in accordance with ORS 179.505 or other Applicable Law) and to request that the records be amended or corrected as specified in 45 CFR Part 164.

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

28. Provider Demographics. County shall report all information to Health Share, as reasonably requested by Health Share, that Health Share will require to prepare its annual Workforce Report, as further described in Exhibit B, Part 4, Section 4 of the Core Contract.

29. Access to OHA Computer Systems. If the services performed under this Agreement requires County to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County access to such OHA Information Assets or Network and Information Systems, County will comply with OAR 407-014-0300 through

OAR407-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

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

CFR Part 162 and the DHS EDT Rules and OAR 407-014-000 through 407-014-0205. In order for County to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or Enrollment information, authorizations or other electronic transaction, County shall comply with the OHA EDT Rules.

- g. If County reasonably believes that County's, Health Share's, or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County will promptly consult the Health Share Privacy Officer. County, Health Share, or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

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

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

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

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

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

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

38. FQHCs, RHCs, and IHCPs. County will document, maintain and provide to Health Share all encounter data records that document County's reimbursement to federally qualified health centers ("FQHCs"), rural health centers ("RHCs"), and Indian health care providers ("IHCPs").

39. Governing Board and Governance Structure. County shall assist and cooperate with Health Share to fulfill its reporting obligations under Exhibit B, Part 1, Section 1 of the Core Contract.

40. Clinical Advisory Panel. County shall support Health Share's establishment of a Clinical Advisory Panel and shall provide representatives to serve on the Clinical Advisory Panel as reasonably requested by Health Share, if any.

41. Tribal Liaison. County shall collaborate with Health Share's Tribal Liaison in its role as an active participant in the development and drafting of the Community Health Assessment and Community Health Improvement Plan.

42. Delivery System Network Provider Monitoring and Reporting. County shall support and assist Health Share in meeting its obligations under Exhibit G of the Core Contract.

43. Transformation and Quality Strategy.

- a. County shall assist and cooperate with Health Share in the development and implementation of a Transformation and Quality Strategy and TQS Progress Report in conjunction with Health Share policy QUAL-07 Transformation, Quality, and Performance Improvement. County shall implement all quality assurance and performance improvement measures that are developed by Health Share as part of Health Share's Transformation and Quality Strategy.
- b. County shall assist and cooperate with Health Share in Health Share's measuring and reporting to OHA its performance using the performance measures set forth in Exhibit B, Part 10, Section 3 of the Core Contract.
- c. OHA has implemented a Quality Pool incentive program that rewards CCOs that demonstrate quality of care provided to their Members as measured by their performance or improvement on the outcome and Quality Measures established by OHA's Metrics & Scoring Committee. County shall collaborate with Health Share to address outcome and Quality Measures, as applicable to County, and work towards sustained improvement in order to assist Health Share in meeting or exceeding its performance targets as set by OHA's Metrics & Scoring Committee. If earned, Health Share may distribute monetary incentive payments from the Quality Pool to County based on Health Share's policies and procedures governing quality pool funds.
- d. County shall assist, cooperate, and participate with Health Share in the development, implementation and reporting of ongoing Performance Improvement Projects that Health Share designs to achieve, through ongoing measurements and intervention, significant improvement, sustained over time, in clinical and non-clinical areas that are expected to improve health outcomes and Member satisfaction.
- e. County shall assist and cooperate with the activities of Health Share's Quality Health Outcomes Committee.
- f. County shall, and shall require its subcontractors and Practitioners, to cooperate with Health Share and OHA by providing access to records and facilities and sufficient information for the purpose of an annual external, independent professional review of County compliance with all applicable state and federal rules, this Agreement, and of the quality outcomes and timeliness of, and access to, Services under this Agreement.