

December 5, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
 Clackamas County

**Approval of a Provider Agreement with Care Oregon, Inc. to designate Clackamas County as a services provider for the 1115 Medicaid Demonstration waiver program. Total Agreement Value is \$75,000 for 1 year. Funding is through fee-for-service reimbursement from the US Centers for Medicare and Medicaid Services.  
 No County General Funds are involved.**

<b>Previous Board Action/Review</b>	The board approved a request to apply May 23, 2024, Agenda Item 20240523 III.F.2 The board approved a grant agreement for a Community Capacity Building Grant provided by HealthShare for Federal 115 Medicaid Demonstration waiver implementation in Clackamas County, October 24, 2024, Agenda Item 20241024 II.B.4 Provider Agreement: Item briefed at Issues on December 3, 2024		
<b>Performance Clackamas</b>	Ensuring safe, healthy, and secure communities through the provisions of homeless services		
<b>Counsel Review</b>	Yes: Andrew Naylor	<b>Procurement Review</b>	No
<b>Contact Person</b>	Adam Brown	<b>Contact Phone</b>	971-421-0133

**EXECUTIVE SUMMARY:** On behalf of the Housing and Community Development Division (HCDD), Health, Housing & Human Services requests approval of a provider agreement with Care Oregon, Inc., acting as the official delegate of Health Share Oregon, to deliver Health-Related Social Needs (HRSN) services including, but not limited to rent and utility payments, tenancy support, home modifications/remediation for those in need in Clackamas County. These services are fully funded utilizing federal funds from the Center for Medicaid/Medicare Services (CMS) through the Federal 1115 Medicaid Demonstration waiver program for eligible participants.

The Federal 1115 Medicaid Demonstration waiver program is focused on health care and housing integration, thus providing housing and economic stability and improved health outcomes for the most vulnerable residents of our communities. In Oregon, the Federal 1115 Medicaid Demonstration waiver will bring one billion in federal dollars from the Centers for Medicare/Medicaid Services to Oregon for rent and utility assistance, case management, home remediation and modification, and much more.

In October, Clackamas County received \$1,334,306 in Community Capacity Building grant funds from Health Share of Oregon to enhance our ability to implement waiver activities in Clackamas County, including providing funding for HCDD staff tasked to effectively integrate this new billing system for federal assistance into our existing homeless services system and help

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further expand our recovery-oriented, wrap-around approach through more extensive housing and healthcare system integration. This contract allows Clackamas County to be designated a provider for the Demonstration waiver and, therefore, be able to begin billing Medicare for waiver program services to eligible participants. Reimbursement is limited only by participant eligibility for Medicare services provided by the waiver.

Care Oregon is acting as the official delegate for Health Share Oregon for this agreement, and there is no set dollar limit for this agreement. Reimbursement is allowable if the participant is eligible and the services are within the scope of the waiver. All services will be fully funded through federal reimbursement and this program implementation will be supported through the already awarded capacity-building funds provided by Health Share Oregon.

**RECOMMENDATION:** Staff respectfully recommends that the Board of County Commissioners approve the grant agreement (#11910) and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,



Rodney A. Cook  
Director of Health Housing and Human Services

**CAREOREGON HEALTH RELATED SOCIAL NEEDS (“HRSN”)  
PROVIDER AGREEMENT**

HRSN Provider: Clackamas County

Effective Date of Agreement: November 1, 2024

HRSN Provider agrees that CareOregon will insert the Effective Date following CareOregon’s determination that the HRSN Provider meets HRSN Service Provider Qualifications.

## HEALTH RELATED SOCIAL NEEDS (“HRSN”) PROVIDER AGREEMENT

THIS HEALTH RELATED SOCIAL NEEDS (“HRSN”) PROVIDER AGREEMENT (“**Agreement**”) is made and entered into as of November 1, 2024 (“**Effective Date**”) by and between CareOregon, Inc. (“**CareOregon**”) and Clackamas County (“**HRSN Provider**”). CareOregon and HRSN Provider are sometimes referred to together as the “**Parties**” and individually as a “**Party**.”

**WHEREAS**, CareOregon arranges for the provision of healthcare services to individuals eligible for certain items and services under benefit plans administered by CareOregon, and CareOregon seeks to utilize, for the benefit of such individuals, HRSN Services offered by HRSN Provider;

**WHEREAS**, HRSN Provider has represented to CareOregon that it is qualified and capable of delivering HRSN Services; and

**WHEREAS**, CareOregon and HRSN Provider desire to enter into this Agreement whereby HRSN Provider will provide HRSN Services to individuals enrolled in benefit plans administered by CareOregon and to receive payment therefore, all subject to and in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, the Parties agree as follows:

### ARTICLE I. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following capitalized terms when used in this Agreement shall have the meanings set forth below. Capitalized terms used in this Agreement, but not otherwise defined, shall have the same meaning as those terms in OAR 410-120-0000, which may be amended from time to time.

**Section 1.01 “Affiliate”** means, with respect to a particular entity, another entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the entity. An entity “controls” an entity in which it has the power to vote, directly or indirectly, 50 percent or more of the voting interests in such entity or in the case of a partnership if it is a general partner, or the power to direct or cause direction of management and policies of such entity, whether through the ownership of voting shares, by contract or otherwise.

**Section 1.02 “CareOregon Policies”** means CareOregon policies relevant to the terms of this Agreement, including, but not limited to, the CareOregon Provider Manual and CareOregon’s HRSN policies. CareOregon Policies are hereby incorporated into this Agreement and will be provided to HRSN Provider.

**Section 1.03 “Closed Loop Referral Process”** means the process of exchanging information between and among a coordinated care organization, the Oregon Health Authority (which may include its fee-for-service program), a Member, HRSN Service Providers, and other similar organizations, to make referrals and communicate about the status of referrals and services for a Member.

**Section 1.04 “Community Information Exchange” or “CIE”** means a technology system that is utilized by a network of collaborative partners to exchange information for the purpose of connecting individuals to the services and supports they need. CIE functionality includes Closed Loop Referrals, a shared resource directory, and documentation of consent to the use of technology by the Member being connected to services.

**Section 1.05 “Contracted Services”** means the selected HRSN Services for which CareOregon is contracting with HRSN Provider as specified in **Exhibit A** of this Agreement.

**Section 1.06 “Date of Service”** means the date on which a Member receives HRSN Services.

**Section 1.07 “Day”** means calendar day, unless otherwise specified.

**Section 1.08 “Effective Date”** means the date this Agreement becomes effective as determined by CareOregon. The Effective Date is subject to CareOregon’s determination that the prospective HRSN Provider has met the HRSN Provider Qualifications.

**Section 1.09 “Federal Health Care Program”** means a Federal health care program as defined in Section 1128B(f) of the Social Security Act, and includes Medicare, Medicaid and State Children’s Health Insurance Program.

**Section 1.10 “Government Contract”** means a contract to provide health benefits coverage, the parties to which are a Governmental Authority and: (i) CareOregon; or (ii) a government-authorized entity with which CareOregon has contracted to provide administrative services.

**Section 1.11 “Governmental Authority”** means the United States of America, a State, or any department or agency thereof having jurisdiction over CareOregon, HRSN Provider, or their respective Affiliates, employees, subcontractors, or agents.

**Section 1.12 “HRSN Authorized Member”** means a Member who has participated in an HRSN Eligibility Screening and has been approved by CareOregon to receive HRSN Services

**Section 1.13 “HRSN Clinical Risk Factor”** is the generic term to describe the clinical risk a Member must have in order to be eligible for an HRSN service. HRSN Clinical Risk Factors are identified in OAR 410-120-2005.

**Section 1.14 “HRSN Connector”** means any person or entity, including HRSN Service Providers and other similar social service organizations, that assists Members in documenting the information necessary to make an HRSN request to a coordinated care organization (“CCO”) for an HRSN Eligibility Screening and HRSN Service authorization.

**Section 1.15 “HRSN Covered Populations”** means Members, except for individuals receiving the BRG service package defined in OAR 410-115-0030, who belong to one or more of the following populations, as further defined in OAR 410-120-0000 and OHA’s CCO HRSN Guidance Document: (a) Adults and Youth Discharged from an HRSN Eligible Behavioral Health Facility; (b) Adults and Youth Released from Incarceration; (c) Individuals currently or previously involved in Oregon’s Child Welfare system; (d) Individuals Transitioning to Dual Medicaid and Medicare Status; (e) Individuals who meet the definition of “HUD Homeless” as

defined in OAR 410-120-0000; (f) Individuals who meet the definition of At Risk of Homelessness as defined in OAR 410-120-0000; and (g) Individuals identified as Young Adults with Special Health Care Needs as defined by OAR 410-120-0000.

**Section 1.16 “HRSN Eligibility Screening”** means the process by which a CCO determines whether an individual: (a) is enrolled in OHP; (b) belongs to an HRSN Covered Population; (c) has at least one HRSN Clinical Risk Factor applicable to the HRSN Service(s) for which they are being screened; (d) has at least one HRSN social risk factor applicable to the HRSN Service(s) for which they are being screened; (e) is not receiving the same or substantially similar service from a state or federally funded program that would be received from the coordinated care organization if authorized to receive the HRSN Services; and (f) meets any other additional required eligibility criteria that may apply in connection with the specific HRSN Services that may be needed.

**Section 1.17 “HRSN Eligible”** means, except for Members receiving the BRG service package defined in OAR 410-115-0030, a Member who meets all of the following criteria: (a) belongs to at least one of the HRSN Covered Populations; (b) has at least one HRSN Clinical Risk Factor applicable to the HRSN Services for which they are being screened; (c) has at least one HRSN social risk factor applicable to the HRSN Services for which they are being screened; and (d) meets any additional eligibility criteria and requirements that may apply in connection with the specific HRSN Services.

**Section 1.18 “HRSN Service Provider”** means a private or public social service organization, community organization, or other similar individual or entity that provides HRSN Services.

**Section 1.19 “HRSN Service Provider Qualifications”** means the HRSN Service Provider Qualifications set forth in OAR 410-120-2000, OHA’s CCO HRSN Guidance Document, and CareOregon Policies.

**Section 1.20 “HRSN Services”** means Climate-Related Supports, Housing-Related Supports, Nutrition-Related Supports, and Outreach and Engagement Services, as further defined in OAR 410-120-0000 and OAR 410-120-2005, that address a Member’s health-related social needs.

**Section 1.21 “Laws”** means any and all applicable laws, rules, regulations, statutes, orders, standards, guidance and instructions of any Governmental Authority, as adopted, amended, or issued from time to time, including: (a) the Social Security Act, including Titles XVIII (“Medicare”), XIX (“Medicaid”) and XXI (CHIP); (b) the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as it applies to Covered Entities and Business Associates as defined in 45 CFR 160.103; (c) federal and state privacy laws other than HIPAA; (d) federal and state laws regarding patients’ advance directives; (e) state laws and regulations governing the business of insurance; (f) state laws and regulations governing third party administrators or utilization review agents; and (g) state laws and regulations governing the provision of health care services, including without limitation the provision of social, human and health services, and the certification, credentialing or licensing of individuals providing such services.

**Section 1.22 “Member”** means an individual properly and currently enrolled in a CCOA or CCOB plan type that is administered by CareOregon or any of its Affiliates at the time HRSN

Provider renders Contracted Services to such individual. For purposes of this Agreement, Member does not include an individual receiving the BRG service package defined in OAR 410-115-0030.

**Section 1.23 “Non-Contracted Services”** means services that are not specified in Exhibit A.

**Section 1.24 “OHA Guidance”** means Oregon Health Authority (“OHA”) regulations and guidance regarding HRSN Services, which are incorporated by reference in this Agreement and include, but are not limited to, OAR 410-120-0000, OAR 410-120-2000, OAR 410-120-2015, OAR 410-141-2020, OAR 410-120-2025, OAR 410-120-2030, OAR 410-141-3510, OAR 410-141-3515, OHA’s CCO HRSN Guidance Document, and the Health Related Social Needs Services provisions of the OHA Coordinated Care Organization Health Plan Services Contract (“CCO Contract”).

**Section 1.25 “Person-Centered Service Plan” or “PCSP”** means the HRSN-related component of the Member’s care plan that is developed by a CCO in consultation with the Member upon authorization of HRSN supports.

**Section 1.26 “Presumed HRSN Eligible”** means an OHP Member who, through self-attestation or other information available to the HRSN Service Provider or, as applicable, OHA or CareOregon, is believed to belong to at least one HRSN Covered Population, have an HRSN Clinical Risk Factor, and has a need for an HRSN Service. If the Member provides the HRSN Service Provider with self-attestation, the Member is not required to disclose in their attestation the specific HRSN Covered Population or HRSN Clinical Risk Factors; it is sufficient that they attest that they belong to one of the HRSN Covered Populations and have at least one Clinical Risk Factor. However, the Member must attest to the specific HRSN Service need.

**Section 1.27 “Provider”** means: (a) HRSN Provider; or (b) an individual employed by HRSN Provider to provide or arrange for the provision of Contracted Services to Members under this Agreement and, further, has been determined by HRSN Provider to have met the HRSN Service Provider Qualifications.

## **ARTICLE II. HRSN PROVIDER OBLIGATIONS**

**Section 2.01 Organizational Qualifications.** HRSN Provider must continuously demonstrate compliance with the following organizational qualifications throughout the Term of this Agreement in accordance with OHA Guidance:

- (a) Maintain an active business registration with the Oregon Secretary of State.
- (b) Be accessible to Members, including having the operating hours and the staff necessary to meet Members’ needs.
- (c) Have the ability or experience to effectively serve at least one of OHA’s Priority Populations, as defined in ORS 413.256.

(d) Employ or contract with administrative and service delivery staff, who are, as reasonably determined by CareOregon, qualified to perform and fulfill the responsibilities of their jobs.

(e) Provide professional, culturally and linguistically appropriate, responsive and trauma-informed services, which includes the ability to: (1) Supply language interpretation and translation services to those Members who have limited English proficiency, and American Sign Language (“ASL”) services for those Members who require ASL in order to communicate; and (2) Respond to the cultural needs of the diverse populations they serve by performing services in accordance with National CLAS Standards.

(f) Have responsible financial administration documented via recent annual financial reports, an externally conducted audit, or other similar documentation.

(g) Meet readiness standards defined by CareOregon and OHA, including compliance with the following: (1) reporting and oversight requirements established by OHA and CareOregon; (2) all laws relating to information privacy and security applicable to HRSN Service Provider’s business; (3) compliance with credentialing obligations under OAR 410-141-3510; (4) obligations related to participating in the Closed Loop Referral process; and (5) invoicing for HRSN Services as stated in this Agreement.

(h) Maintain enrollment as a Medicaid HRSN Service Provider in MMIS, OHA’s electronic system that processes Medicaid claims.

(i) Have no involvement in (i) authorizing or denying any HRSN Service, or (ii) Person-Centered Service Planning for an HRSN Eligible Member

(j) In addition to the general HRSN Service Provider Qualifications described in this Article II, if HRSN Provider will provide Housing-Related Supports, Nutrition-Related Supports, and/or Outreach and Engagement Services as defined in Exhibit A, HRSN Provider must meet the domain-specific qualifications set forth in OAR 410-120-2030 and OHA’s CCO HRSN Guidance Document. HRSN Provider agrees to cooperate with CareOregon and provide any information needed to verify that it meets the domain-specific qualifications.

HRSN Provider must attest to its compliance with these qualifications by completing the attestation set forth in **Exhibit C**.

**Section 2.02 Individual Provider Qualifications.** HRSN Provider warrants and represents that, as of the Effective Date, its Providers meet HRSN Service Provider Qualifications, and that HRSN Provider has provided CareOregon with all necessary information for itself and its Providers in a form acceptable to CareOregon. HRSN Provider shall provide notice to CareOregon of any change in the information originally provided within 30 days of such change.

(a) Licensed Providers. If HRSN Provider’s staff includes Providers that are licensed by a State of Oregon board or licensing agency, HRSN Provider will comply with CareOregon’s credentialing process. Pursuant to Laws and CareOregon’s governmental



contracts: (a) CareOregon conducts credentialing of providers before they begin providing Contracted Services and re-credentialing from time to time thereafter as required for CareOregon's compliance with Laws, contracts, and accreditation standards, and Providers shall consent to and cooperate with such credentialing/re-credentialing, which may include site reviews; and (b) until successful completion of credentialing of a provider by CareOregon, (i) the provider shall not provide Contracted Services to Members, and (ii) the provision of, and payment for, Contracted Services to Members by the provider shall be subject to CareOregon's policies and procedures for non-participating providers.

(b) Non-Licensed Providers. For Providers that are not required to be licensed or certified by a State of Oregon board or licensing agency, HRSN Provider shall require such Providers to have the education, experience, and competence necessary to perform the specified assigned duties. Upon CareOregon's request, HRSN Provider agrees to provide an attestation or other documentation to verify that non-licensed Providers have the education, experience, and competence necessary to perform Contracted Services.

(c) Exclusion Checks. HRSN Provider shall conduct pre-employment and ongoing monthly checks to confirm that its Providers are not included in the Office of Inspector General ("OIG") List of Excluded Individuals and Entities and System for Award Management ("SAM") exclusion list, have not been terminated from OHA or excluded as Medicare, CHIP, or Medicaid Providers by CMS or OHA or are subject to exclusion for any lawful conviction by a court for which the Provider could be excluded under 42 CFR § 1001.101 and 42 CFR § 455.3(b) ("**Excluded Individuals**"). HRSN Provider shall not employ or contract with Providers excluded from participation in Federal health care programs under 42 CFR § 438.214(d). HRSN Provider is prohibited from using Excluded Individuals to perform any work under this Agreement.

(d) Background Checks. HRSN Provider shall ensure that all employees, agents, or subcontractors undergo criminal background checks prior to performing any work under this Agreement. Only those employees, agents, or subcontractors that have met the acceptability standards of CareOregon may perform work under this Agreement.

(e) Domain-Specific Provider Qualifications. In addition to the general HRSN Service Provider Qualifications described in this Article II, if HRSN Provider will provide Housing-Related Supports, Nutrition-Related Supports, and/or Outreach and Engagement Services as defined in Exhibit A, all staff performing these services must meet the domain-specific provider qualifications set forth in OAR 410-120-2030 and OHA's CCO HRSN Guidance Document. HRSN Provider agrees to cooperate with CareOregon and provide any information needed to verify that its Providers meet the domain-specific provider qualifications.

**Section 2.03 Contracted Services.** HRSN Provider shall provide the Contracted Services specified in Exhibit A to Members in accordance with the terms and conditions of this Agreement.

(a) Standards. HRSN Provider shall provide Contracted Services in accordance with Laws, CareOregon Policies, and OHA Guidance. HRSN Provider acknowledges that OHA Guidance regarding HRSN Services may be amended by OHA from time to time, and those amendments will be incorporated by reference into this Agreement.

(b) Member Verification and Authorization.

(i) HRSN Provider shall verify that a Member has been authorized by CareOregon to receive services and shall verify the amount, duration, and scope of HRSN Services authorized before providing Contracted Services to the Member.

(ii) HRSN Providers seeking to bill for HRSN Outreach and Engagement Services shall confirm that the individual is Presumed HRSN Eligible, including confirming that the individual seeking HRSN Services is enrolled in OHP.

(iii) HRSN Providers who have been authorized to provide rent payments shall verify Member's enrollment in MMIS each time before transmitting rent payments.

(iv) CareOregon may, except where prohibited by Laws, recoup payments to HRSN Provider for services provided to individuals prior to authorization of HRSN Services or that exceed the amount, duration, or scope of HRSN Services authorized.

(c) Reporting. HRSN Provider agrees to provide any reports, information, or documents reasonably requested by CareOregon in the form and format requested by CareOregon. Such reports may include, but are not limited to, reports regarding HRSN Services, HRSN requests, HRSN financial information, capacity to serve Members, quality metrics, Member satisfaction, and coordination. HRSN Provider will assist CareOregon in all applicable reporting requirements in the CCO Contract or otherwise required by OHA that are associated with the Contracted Services performed by HRSN Provider.

#### **Section 2.04 Closed Loop Referral Process.**

(a) Upon authorization of HRSN Services, CareOregon will refer HRSN Authorized Members to the HRSN Provider for the approved HRSN Services through the Closed Loop Referral Process. HRSN Provider must provide CareOregon with written notification of its acceptance or declination of each HRSN Service referral sent to the HRSN Service Provider via the Closed Loop Referral Process. HRSN Provider must provide CareOregon with the required notice within no more than three business days or sooner if needed in light of the circumstances giving rise to the HRSN Services need.

(b) HRSN Provider shall provide Contracted Services only to HRSN Eligible Members for whom CareOregon has authorized an HRSN Service. Notwithstanding the foregoing, HRSN Outreach and Engagement Services are not subject to service

authorization requirements for a Presumed HRSN Eligible Member to receive them as defined in OAR 410-120-0000.

(c) HRSN Provider shall ensure that the service is delivered as expeditiously as the Member's circumstances requires, not to exceed four (4) weeks after authorization of service. For each HRSN Authorized Member referred, HRSN Provider must provide written notification to CareOregon of when HRSN Services were provided or the date on which the HRSN Provider determined the HRSN Services could not be provided, and the reason why they could not be provided.

(d) Unite Us, a Community Information Exchange, will be used for the Closed Loop Referral Process and for submission of claims for HRSN Services. HRSN Provider agrees to become an authorized user of the Unite Us platform for purposes of claims submission. Additionally, CareOregon strongly encourages HRSN Provider and its Providers to become authorized users of the Unite Us platform for purposes of accepting or denying HRSN Services referrals from CareOregon. HRSN Provider understands and agrees that access to the Unite Us platform is conditioned upon approval by the Unite Us platform administrator. As such, HRSN Provider and its Providers must agree to and comply with all Unite Us policies, terms, and conditions when using Unite Us to perform and submit claims for HRSN Services under this Agreement, including but not limited to all requirements regarding privacy and security.

## **Section 2.05 Member Protections**

(a) No Discrimination. HRSN Provider shall not discriminate in its provision of HRSN Services, including hours of operation, to CareOregon Members, OHA's Fee-for-Service Members, and individuals who are not enrolled in the Oregon Health Plan but to whom the HRSN Service Provider also provides the same or substantially the same services. HRSN Provider shall not discriminate based on Members' health status, source of payment, cost of treatment, participation in benefit plans, race, ethnicity, national origin, religion, gender, age, mental or physical disability, sexual orientation, or genetic information or any other status prohibited by Laws.

(b) Member Protections Against Collections. In no event, including nonpayment by CareOregon's insolvency or breach of this Agreement, shall HRSN Provider or any of its Providers bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member or persons acting on any Member's behalf, for amounts that are the legal obligation of CareOregon. Regardless of any denial of an invoice or reduction in payment to HRSN Provider by CareOregon, in no event will a Member be responsible for payment. These provisions (i) shall survive termination or expiration of this Agreement regardless of the cause giving rise to termination or expiration, (ii) shall be construed for the benefit of Members, and (iii) supersedes any oral or written agreement to the contrary now existing or hereafter entered into between HRSN Provider (or any Provider) and Members or persons acting on behalf of a Member.

(c) No Billing Where Prohibited. HRSN Provider shall not bill Members for any items or services, such as missed appointments or administrative fees, where such billing is prohibited by law.

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

**Section 2.06 Compliance.** In performing this Agreement, HRSN Provider shall comply with all applicable Laws (including all Medicaid laws, rules, regulations, sub-regulatory guidance, and contract provisions), CareOregon Policies, and OHA Guidance. HRSN Provider shall (a) cooperate with CareOregon with respect to CareOregon’s responsibilities under Laws, CareOregon Policies, and OHA Guidance; and (b) not knowingly take any action contrary to CareOregon’s obligations under Laws, CareOregon Policies, and OHA Guidance.

(a) Confidentiality. HRSN Provider acknowledges that in the course of performing Contracted Services, HRSN Provider will likely be given access to confidential and proprietary business information of or about CareOregon, including without limitation, contract terms (including the terms of this Agreement), business relationships, potential collaborations, trade secrets, Personal Information (as defined in ORS 646A.602), information considered confidential and restricted under other Oregon State and Federal laws, databases, strategic and financial information and other business information, the unauthorized disclosure or use of which will be highly injurious to CareOregon and its business and its relationships in amounts not readily ascertainable (“CareOregon Data”). Accordingly, HRSN Provider shall: (i) hold all CareOregon Data in the strictest confidence; (ii) return all CareOregon Data to CareOregon upon completion of Contracted Services; and (iii) not disclose CareOregon Data to any third party or make use of it for any purpose other than providing Contracted Services. HRSN Provider further understands that unauthorized use or disclosure of such information may result in civil and criminal liability under State and/or Federal law; and HRSN Provider agrees that damages would be an inadequate remedy in the event of Contractor’s breach of confidentiality. CareOregon shall be entitled to obtain immediate injunctive relief, in addition to all other remedies available in law or in equity, in the event HRSN Provider breaches the provisions of this Section 2.06(a).

(b) Information Privacy and Security. HRSN Provider and its Providers shall maintain, use, and disclose Member information and records solely for the purposes specified in this this Agreement and in accordance with CareOregon Policies and OHA Guidance. HRSN Provider and its Providers shall comply with all laws relating to information privacy and security applicable to HRSN Provider’s business. HRSN Provider agrees to coordinate with CareOregon in obtaining valid authorizations from Members in order to share Member information between the Parties, among other HRSN Service Providers, with Member’s care team, and as part of Member’s participation in Unite Us or other Community Information Exchanges.

(c) Unauthorized Disclosures. HRSN Provider shall report to CareOregon any use or disclosure of CareOregon Data not authorized by this Agreement or in writing

by CareOregon, including any reasonable belief that an unauthorized individual has accessed CareOregon Data. Such report shall be made to [securityprivacy@careoregon.org](mailto:securityprivacy@careoregon.org). Contractor shall make the report to CareOregon immediately upon discovery of the unauthorized disclosure, but in no event more than one (1) business day after HRSN Provider reasonably believes there has been such unauthorized use or disclosure. HRSN Provider's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what HRSN Provider has done or shall do to mitigate the unauthorized use or disclosure, and (v) what corrective action HRSN Provider has taken or shall take to prevent future similar unauthorized use or disclosure. HRSN Provider shall provide such other information, including a written report, as reasonably requested by CareOregon. The provisions in this Section shall operate in addition to the confidentiality and similar requirements set forth in the rest of the Agreement. HRSN Provider's obligations under this Section 2.06(c) shall survive the expiration or termination of the Agreement.

(d) OHA Information and Systems. If HRSN Provider's activities described in this Agreement require HRSN Provider 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 HRSN Provider access to such OHA Information Assets or Network and Information Systems, HRSN Provider will comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this paragraph, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

(e) Fraud, Waste and Abuse. HRSN Provider shall, and shall ensure its Providers, comply with Centers for Medicare and Medicaid Services program requirements and Laws designed to prevent or ameliorate fraud, waste, and abuse, including applicable provisions of Federal criminal law, the False Claims Act (31 USC §§ 3729, *et. seq.*), and the anti-kickback statute (Section 1128B(b) of the Social Security Act). In accordance with 42 CFR § 422.503(b)(4)(vi)(c) and 42 CFR § 423.504(b)(4)(vi)(c), HRSN Provider shall, and to the extent required by applicable law, shall require its subcontractors to, adopt and implement an effective compliance program, which must include measures that prevent, detect, and correct noncompliance with CMS program requirements as well as measures that prevent, detect, and correct fraud, waste and abuse. On an annual basis, an attestation satisfactory to CareOregon must be provided to CareOregon verifying that training and education in compliance and fraud, waste and abuse for HRSN Provider's employees, including the chief executive and senior administrators or managers, governing body members, and first tier, downstream and related entities has been conducted.

(f) Compliance Program/Reporting. OIG publishes compliance program guidance for the healthcare industry available at <http://oig.hhs.gov/fraud/complianceguidance.asp>. To the extent required by law, HRSN Provider shall (and shall require its employees and its subcontractors and their employees to): (1) comply with CareOregon's compliance training requirements; and (2) report to CareOregon any suspected fraud, waste, or abuse or criminal acts by CareOregon, HRSN Provider, its Providers, or Members. Reports may be made through

<https://secure.ethicspoint.com/domain/media/en/gui/20121/index.html> or by calling 1-888-265-4068 (24 hours, 7 days a week), or such other vendor as CareOregon may designate by notice to HRSN Provider.

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

(h) Compliance Audit. CareOregon shall be entitled to audit HRSN Provider and its Providers with respect to HRSN Provider's performance of its duties and obligations hereunder and with respect to compliance issues, including their compliance programs, and require them to address compliance issues through education, counseling or corrective action plans. HRSN Provider shall, and shall ensure its Providers, cooperate with CareOregon with respect to any such audit, including by providing CareOregon with records and site access within such time frames as requested by CareOregon. If deficiencies are identified in HRSN Provider performance for any functions outlined in this Agreement, whether those deficiencies are identified by CareOregon, by OHA, or their designees, HRSN Provider agrees to provide CareOregon with a summary of the actions taken in response to remedy those deficiencies and remedy those deficiencies within the timeframe determined by CareOregon or OHA.

(i) Licensure. HRSN Provider shall secure and maintain all necessary licenses, certificates, permits, registrations, consents, approvals and authorizations that must be obtained by it to perform its obligations under this Agreement.

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

(k) Accreditation. HRSN Provider shall comply with policies and procedures required by CareOregon to obtain or maintain CareOregon's accreditation from accreditation bodies.

(l) Reserved.

**Section 2.07 Insurance.** HRSN Provider shall secure at its own expense and keep in effect during the term of the performance under this Agreement insurance, or self-insurance, in the amounts indicated below. If HRSN Provider has purchased insurance coverage to meet the insurance requirements of this Section 2.07, HRSN Provider shall provide proof of said insurance and name CareOregon as an additional insured on commercial general liability and business automobile liability policies. If HRSN Provider is relying on a program of self-insurance to meet the insurance requirements of this Section 2.07, HRSN Provider shall be obligated to defend and indemnify CareOregon with respect to commercial general liability and

business automobile liability in the same manner that the HRSN Provider would have been required pursuant to this Section 2.07 had the HRSN Provider purchased such insurance policies. Upon CareOregon’s request, HRSN Provider shall complete a self-insurance certification and submit it as proof of insurance. HRSN Provider’s indemnification and defense obligations are subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act.

Workers Compensation: HRSN Provider shall comply with the statutory workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
Commercial Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.
Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

**Section 2.08 Required Notices.** In addition to any other notices required under this Agreement, HRSN Provider shall give notice to CareOregon within two business days of the occurrence of any event that could reasonably be expected to impair the ability of HRSN Provider or any Provider to comply with the obligations of this Agreement, including any of the following with respect to HRSN Provider or any of its Providers: (a) an occurrence that causes any of the representations and warranties in this Agreement to be inaccurate; (b) failure to maintain insurance as required by this Agreement; (c) a license, certification or accreditation expires or is suspended, revoked, conditioned or otherwise restricted; (d) exclusion, suspension or debarment from, or imposition of sanction under a Federal Health Care Program; (e) a disciplinary action is initiated by a Governmental Authority; (f) a legal action is filed by a Member; (g) investigation for fraud or a felony; or (h) a settlement related to any of the foregoing is entered into by HRSN Provider.

**Section 2.09 Indemnification.** Except to the extent prohibited by applicable law, HRSN Provider shall indemnify and hold CareOregon harmless from any and all liability, damages, costs and expenses, including reasonable attorney’s fees, that CareOregon or its officers, employees or agents become obligated to pay due to the negligent or intentional acts or omissions of HRSN

Provider or any of its officers, employees or agents arising out of HRSN Provider's duties and obligations under this Agreement. In the event HRSN Provider is a public body pursuant to the Oregon Tort Claims Act, then HRSN Provider's indemnification obligation hereunder shall be subject to the applicable enforceable limits of the Oregon Tort Claims Act and in accordance with the Oregon Constitution. Except to the extent prohibited by applicable law, CareOregon shall indemnify and hold HRSN Provider harmless from any and all liability, damages, costs and expenses, including reasonable attorney's fees, that HRSN Provider or its officers, employees or agents become obligated to pay due to the negligent or intentional acts or omissions of CareOregon or any of its officers, employees or agents arising out of CareOregon's duties and obligations under this Agreement. The parties acknowledge that state and federal agencies may review and audit all contracts, invoices, claims, bills and other expenditures of Medicare, Medicaid, and other medical assistance program funds in order to determine compliance. HRSN Provider agrees to indemnify and hold harmless CareOregon from any and all liability arising out of any suit, investigation, administrative action, fine, penalty or sanction by such state or federal agencies against CareOregon arising from negligent or wrongful actions of the HRSN Provider, its officers, agents or employees. CareOregon agrees to indemnify and hold harmless HRSN Provider from any and all liability arising out of any suit, investigation, administrative action, fine, penalty or sanction by such state or federal agencies against HRSN Provider arising from negligent or wrongful actions of CareOregon, its officers, agents or employees. This Section 2.09 shall survive the termination or expiration of this Agreement.

### **ARTICLE III. CAREOREGON RESPONSIBILITIES**

**Section 3.01 HRSN Services Systems.** CareOregon will oversee HRSN Services systems, including processes for: (i) HRSN Outreach and Engagement; (ii) identifying HRSN Connectors that will inquire with individuals and make an HRSN request if the individual expresses interest in receiving HRSN Services; (iii) conducting HRSN Eligibility Screenings to determine HRSN Eligibility and Service need; (iv) authorizing or denying HRSN Services; and (v) making Closed Loop Referrals.

**Section 3.02 ID Cards.** CareOregon shall cause to be issued identification cards, or the functional equivalent thereof, to Members and instruct Members to present their cards or equivalent to Providers when seeking HRSN Services.

**Section 3.03 Compensation.** Compensation to HRSN Provider for Contracted Services hereunder shall be as set forth in **Exhibit B** subject to any adjustments called for in the payment provisions of this Agreement including, without limitation, provisions pertaining to recoupment of overpayment. **Exhibit B** may be amended or replaced pursuant to the notice provisions of Section 6.09. HRSN Provider shall accept such compensation as payment in full for Contracted Services rendered to Members and for all other activities of HRSN Provider and its Providers under this Agreement. HRSN Provider shall not receive payment for services constituting Non-Contracted Services.

**Section 3.04 Recoupment of Overpayments.** Unless otherwise prohibited by Laws, HRSN Provider, for itself and its Providers, authorizes CareOregon to deduct from amounts that may otherwise be due and payable to HRSN Provider any outstanding amounts that HRSN Provider



may owe for Overpayments; “**Overpayment**” for purposes of this Agreement means any funds that HRSN Provider or its Provider(s) receives or retains to which HRSN Provider or its Provider(s) is not entitled, including overpayments: (a) for items and services later determined not to be HRSN Services; (b) due to erroneous or excess reimbursement including any findings as a result of audits performed by OHA’s Office of Program Integrity Audit Unit; (c) resulting from errors and/or omissions relating to changes in enrollment, invoice payment errors, data entry errors or incorrectly submitted invoices; (d) for invoices paid when CareOregon was the secondary payor and the HRSN Provider or its Providers should have been reimbursed by the primary payor; or (e) funds that the HRSN Provider received for an HRSN Request that was not able to be fulfilled. An Overpayment also includes any payment CareOregon makes that is the obligation of the HRSN Provider or its Providers. If there are no payments to offset, or otherwise upon request of CareOregon, HRSN Provider or its Providers shall repay to CareOregon Overpayments within 30 days (or such other time frame as may be mandated by Laws) of the HRSN Provider’s receipt of notice of Overpayment. This Section shall survive expiration or termination of this Agreement.

**Section 3.05 Delegated Functions.** To the extent allowed by law, CareOregon may delegate functions related to the management of this Agreement to third parties. Examples of functions that may be delegated by CareOregon include issuing Member identification cards or the equivalent, approval of HRSN Provider Qualifications, and quality improvement, auditing, billing, inspection, and monitoring. In instances where CareOregon delegates functions to another third party, HRSN Provider shall cooperate with the CareOregon’s designee to the same extent that HRSN Provider is required to cooperate with CareOregon hereunder in performing such functions and duties.

## **ARTICLE IV. RECORDS; ACCESS; AUDITS**

**Section 4.01 Maintenance, Access, and Audit.** HRSN Provider shall maintain, and shall require its Providers and subcontractors to maintain, operational, financial and administrative records, contracts, books, files, data and other documentation related to the Contracted Services provided to Members, as well as invoices filed, and other services and activities conducted under this Agreement. All clinical records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of HRSN Provider whether in paper, electronic or any other form, that are pertinent to this Agreement, are collectively referred to as “**Records.**” HRSN Provider shall ensure that Records are kept in accordance with Laws, OHA Guidance, CareOregon’s Policies, generally accepted accounting principles (as applicable), and prudent record-keeping practices. Further, HRSN Provider shall ensure that Records are sufficient to enable CareOregon to enforce its rights under this Agreement, and to determine whether HRSN Provider has performed HRSN Provider’s obligations in accordance with this Agreement, Laws, CareOregon’s Policies, and OHA Guidance.

- (a) HRSN Provider acknowledges and agrees that CareOregon, OHA, CMS, the Oregon Secretary of State, DHHS, the Office of the Inspector General, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives shall have access to all HRSN Provider Records for the purpose of performing examinations and audits and make excerpts and transcripts,

evaluating compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services. HRSN Provider further acknowledges and agrees that the foregoing entities may, at any time, inspect the premises, physical facilities, computer systems, and any other equipment and facilities where Medicaid-related activities or work is conducted or equipment is used (or both conducted and used).

- (b) The right to audit under this Section exists for ten (10) years from, as applicable, the expiration date or the date of termination of this Agreement, or from the date of completion of any audit, whichever is later.
- (c) HRSN Provider shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to HRSN Provider's personnel and the personnel of any downstream subcontractors for the purpose of interview and discussion related to such documents. The rights of access in this Section are not limited to the required retention period, but shall last as long as the records are retained
- (d) HRSN Provider must respond and comply in a timely manner to any and all requests from CareOregon, OHA, or their designees for information or documentation pertaining to work under this Agreement.
- (e) If OHA, CMS, or the DHHS Inspector General determine that there is a reasonable possibility of fraud or similar risk, OHA, CMS, or the DHHS Inspector General may inspect, evaluate, and audit the HRSN Provider at any time.
- (f) HRSN Provider shall retain and keep accessible all Records for the longer of ten (10) years or:
  - (i) The period as may be required by applicable Law, including the records retention schedules set forth in OAR Chapters 410 and 166; or
  - (ii) Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

**Section 4.02 Survival.** The requirements of this Agreement regarding Records, access, inspection, and audit shall survive expiration or termination of this Agreement.

## **ARTICLE V. TERM AND TERMINATION**

**Section 5.01 Term.** The term of this Agreement (the “**Term**”) shall begin on the Effective Date and continue for a period of one year, and may thereafter, upon written agreement of the parties, be renewed for additional one-year periods , unless and until the Agreement is terminated in accordance with the terms and conditions of the Agreement.

### **Section 5.02 Termination**

- (a) Termination Without Cause.

(i) Either Party may terminate this Agreement at any time upon 90 days' prior notice to the other Party.

(ii) CareOregon reserves the right to terminate the Agreement in the event that HRSN Services are no longer authorized under Oregon's 1115 Medicaid Demonstration Waiver. To the extent feasible, CareOregon will provide reasonable advance notice of termination.

(b) Termination for Cause.

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

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

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

(d) Notification to Members. Upon expiration or termination of this Agreement, CareOregon may communicate such expiration or termination to Members as required by and in accordance with Laws and CareOregon Policies. HRSN Provider shall obtain CareOregon's prior written approval of HRSN Provider communications to Members regarding the expiration or termination of this Agreement.

**ARTICLE VI.**  
**DISPUTE RESOLUTION AND GENERAL PROVISIONS**

**Section 6.01 Dispute Resolution.** The Parties agree to negotiate to resolve any disputes in good faith and may use mediation services to facilitate a resolution. If the Parties are unable to resolve the dispute through negotiation or mediation, then upon written demand by either party, any dispute arising out of or in connection with this Agreement shall be referred to and definitively resolved by mandatory binding arbitration administered by the Arbitration Service of Portland. The place of arbitration shall be Oregon. The arbitrator shall comply with the laws of Oregon. The judgment of the arbitrator shall be accompanied by a written statement of the basis for such judgment and may be entered and enforced by any court having proper jurisdiction. The award of the arbitrator shall be final and binding and shall not be subject to de novo judicial review. The provisions of this Section shall survive the termination of this Contract.

**Section 6.02 Damages Limitation.** In no event shall CareOregon be liable to HRSN Provider for any incidental, indirect, special, consequential or emotional distress damages of any kind.

**Section 6.03 Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Oregon, without regard to principles of conflict of laws.

**Section 6.04 Equitable Relief.** Notwithstanding anything in this Agreement to the contrary, either Party may bring court proceedings to seek temporary or preliminary injunctive relief to enforce any right, duty or obligation under this Agreement.

**Section 6.05 Independent Contractors.** The Parties are independent contractors. This Agreement shall not be deemed to create a partnership or joint venture, or an employment or agency relationship, between the Parties. Neither Party has the right nor the authority to assume or create any obligation or responsibility on behalf of the other. Neither Party is liable for the acts of the other.

**Section 6.06 Third Parties.** Except as otherwise provided in this Agreement, this Agreement is not a third-party beneficiary contract and no provision of this Agreement is intended to create or may be construed to create any third-party beneficiary rights in any third party, including any Member or any Provider.

**Section 6.07 Notices.** All notices required or permitted under this Agreement must be in writing and sent by (a) hand delivery, (b) U.S. certified mail, (c) overnight delivery service providing proof of receipt, or (d) email, to the addresses of the Parties as set forth on the signature page. Each Party may designate by notice any future or different addresses to which notices will be sent. Notices will be deemed delivered upon receipt or refusal to accept delivery. Notice to HRSN Provider shall constitute notice to its Providers.

**Section 6.08 Incorporation of Laws, Accreditation Standards and Certification Standards.** All terms and conditions of this Agreement are subject to Laws, accreditation standards, and certification standards. Any term, condition or provision now or hereafter required to be included in the Agreement by Laws, accreditation standards, or certification standards shall be deemed incorporated herein and binding upon and enforceable against the

Parties, regardless of whether or not the term, condition or provision is expressly stated in this Agreement. CareOregon may amend this Agreement upon notice to HRSN Provider to comply with Laws, OHA Guidance, accreditation standards, or certification standards, and such amendment shall be effective upon provision of such notice or such other date indicated on the amendment.

**Section 6.09 Amendment.** Except as otherwise stated in this paragraph, this Agreement may only be modified in writing and signed by the authorized parties hereto. Notwithstanding the foregoing, CareOregon may make amendments to the Agreement or Exhibits that are necessary to comply with Laws, OHA Guidance, or Government Contracts effective immediately upon notice to HRSN Provider (or effective on such later date specified in the notice). CareOregon shall provide HRSN Provider written notice of the proposed amendment needed to comply with Laws, OHA Guidance, or Government Contracts, and HRSN Provider may either accept the amendment or reject the amendment and terminate this Agreement.

**Section 6.10 Subcontracts and Assignment.** Unless specifically identified in this Agreement, HRSN Provider shall not enter into any subcontracts for any of the work required by this Agreement, without obtaining prior written approval from CareOregon, which shall be granted or denied in CareOregon's sole discretion. HRSN Provider may not assign, delegate or transfer this Agreement, in whole or in part, without the prior written consent of CareOregon.

**Section 6.11 Name, Symbol, Logo, and Service Mark.** The Parties shall not use each other's name, symbol, logo, or service mark for marketing or advertising without the prior written approval of the other. Notwithstanding the foregoing, CareOregon may use information about HRSN Provider and its Providers in information or publications identifying HRSN Services or as required by Laws or contract. HRSN Provider shall, and shall require its Providers to, provide comparable treatment to CareOregon as they provide to other managed care organizations with respect to marketing.

**Section 6.12 Force Majeure.** Neither CareOregon nor HRSN Provider shall be held responsible for delay or default caused by events outside CareOregon or HRSN Provider's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, HRSN Provider shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. If HRSN Provider is unable to perform under this Agreement due to an event as described in this Section 6.12, CareOregon may take whatever action is reasonable and necessary under the circumstances to ensure its compliance with Laws and equitably adjust payments to HRSN Provider until HRSN Provider resumes its performance under this Agreement.

**Section 6.13 Severability.** When possible, each provision of this Agreement shall be interpreted in such a manner as to be effective, valid and enforceable under law. If any provision of this Agreement is held to be prohibited by, or invalid or unenforceable under law, such provision shall be ineffective only to the express extent of such prohibition, unenforceability or invalidity, without invalidating the remainder of this Agreement.

**Section 6.14 Waiver.** No waiver shall be effective unless in writing and signed by the waiving Party. A waiver by a Party of a breach or failure to perform this Agreement shall not constitute a waiver of any subsequent breach or failure.

**Section 6.15 Entire Agreement.** This Agreement, including the Exhibits, each of which are made a part of and incorporated into this Agreement, comprises the complete agreement between the Parties and supersedes all previous agreements and understandings (whether verbal or in writing) related to the subject matter of this Agreement.

**Section 6.16 Interpretation.** Both Parties have had the opportunity to review this Agreement with legal counsel, and any ambiguity found in this Agreement shall not be construed in a Party's favor on the basis that the other Party drafted the provision containing the ambiguity.

**Section 6.17 Survival.** Any provision of this Agreement that requires or reasonably contemplates the performance or existence of obligations by a Party after expiration or termination of this Agreement shall survive such expiration or termination regardless of the reason for expiration or termination.

**Section 6.18 Counterparts/Electronic Signatures.** This Agreement may be executed in any number of counterparts. The exchange of copies of this Agreement and of signature pages by facsimile transmission or email shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

**Section 6.19 Warranties and Representations.** HRSN Provider represents and warrants to CareOregon that (a) HRSN Provider has the power and authority to enter into and perform this Agreement; (b) this Agreement, when executed and delivered, shall be a valid and binding obligation of HRSN Provider enforceable in accordance with its terms; and (c) HRSN Provider shall at all times during the term of this Agreement, be qualified and professionally competent to perform the work. The provisions of this Section 6.19 shall survive the termination of this Contract.

**Section 6.20 No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

**[INTENTIONALLY LEFT BLANK]**

**SIGNATURE PAGE**

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

**CAREOREGON, INC.**

**HRSN PROVIDER**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Teresa K. Learn

Name: \_\_\_\_\_

Title: Chief Financial Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID: \_\_\_\_\_

CareOregon Notice Address:

HRSN Provider Notice Address:

Attention: Legal Affairs  
CareOregon, Inc.  
315 SW Fifth Avenue  
Portland, OR 97204

Attention: Contract Administrator  
Clackamas County  
2051 Kaen Rd, Suite 239  
Oregon City, OR 97045

Email:  
ValueBasedContracting@careoregon.org

Email: AMcGuireAnderson@clackamas.us

**EXHIBIT A**  
**HRSN CONTRACTED SERVICES**

HRSN Provider agrees to provide HRSN Services in accordance with OAR 410-120-0000, OAR 410-120-2000, OAR 410-141-3510, and OHA’s CCO HRSN Guidance Document, which is incorporated by reference into this Agreement. HRSN Provider will deliver the HRSN Services to Members in accordance with each applicable Person-Centered Service Plan.

HRSN Provider is prohibited from having any involvement in (i) authorizing or denying any HRSN Service, or (ii) Person-Centered Service Planning for an HRSN Eligible Member.

HRSN Provider shall use reasonable efforts to ensure that HRSN Provider does not knowingly provide an HRSN Service that is duplicative of a local, state, or federally funded service or other HRSN Service the Member is already receiving. A Member is ineligible for an HRSN Service if they are already receiving the same service from a different state, local, or federal agency, organization, or entity.

**1. Member CCO Enrollment**

HRSN Provider is contracted to provide HRSN Services only to Members who are enrolled with the CCO(s) selected with an “X” below:

- Columbia Pacific CCO, LLC
- Jackson County CCO, LLC dba Jackson Care Connect
- Health Share of Oregon

**2. Contracted Services**

HRSN Provider is contracted to provide only the HRSN Contracted Services that have been selected with an “X” below and will be paid only for the selected HRSN Contracted Services. HRSN Provider shall consult OAR 410-120-0000, OAR 410-120-2000, OAR 410-120-2005, OAR 410-120-2010, OAR 410-120-2020, OAR 410-120-2030, and OHA’s CCO HRSN Guidance Document for further details regarding service descriptions, limitations on services, and provider qualifications for performing services.

**HRSN Housing-Related Supports**

- Rent and Utility Costs
- Hotel/Motel Stays
- Utilities Arrears
- Utilities Set Up
- Storage Fees
- Tenancy Services—Paid In 15 Minute Increments
- Tenancy Services—Paid Per Member Per Month (starting in January 2025)
- Home Modifications



Home Remediations

If HRSN Home Modifications or Home Remediations have been selected, HRSN Provider must comply with the following additional requirements:

If HRSN Provider is subcontracting with an HRSN Service Vendor as defined in OAR 410-120-0000 to perform Home Modifications or Home Remediations, the HRSN Provider must have a procurement process in place that:

1. Develops a written scope of work in collaboration with the HRSN Service Vendor and the Member to meet the Member's need.
2. Identifies one or more qualified vendors that can execute the modification or remediation timely and at a reasonable cost consistent with OHA's HRSN Housing Fee Schedule, meeting the Member's needs and preferences to the maximum extent possible.
3. Ensures that the landlord has provided written consent to the Home Modification or Home Remediation before the service begins; and
4. Ensures that the vendor meets all qualifications set forth in OAR 410-120-2030 Table 1, including licensure if applicable.

**HRSN Nutrition-Related Supports**

- Assessment for Medically Tailored Meals
- Medically Tailored Meals
- Fruit and Vegetable Benefit
- Nutrition Education

**HRSN Outreach and Engagement Services ("HRSN O&E")**

HRSN O&E Services must include, at a minimum, all of the activities specified in (a)-(c) below, which must be completed during initial service delivery. HRSN O&E Services may also include any or all activities specified in (d)-(j). Subsequent service delivery may include any or all activities specified in (a)-(j).

- (a) Engaging Members who may be eligible for HRSN Services.
- (b) Identifying and verifying Members' CCO enrollment or, as applicable, enrollment in the FFS program.
- (c) Notifying CareOregon of the start of HRSN O&E Services through a notification that includes, at a minimum, the Member's Medicaid ID, HRSN Covered Population, HRSN Clinical Risk Factor attestation, social risk factor attestation, and nature of HRSN O&E Services.
- (d) Transmitting HRSN requests to CareOregon or, as applicable, to OHA.
- (e) Working with Members to obtain the information necessary to determine HRSN service need, which may require multiple engagements.
- (f) Helping Members maintain enrollment in OHP.

- (g) Helping Members, with securing and maintaining entitlements and benefits, such as TANF, WIC, SNAP, and other federal and state housing programs including through application assistance and providing support in identifying coverage for application fees, as necessary.
- (h) Assisting Members with obtaining identification and other required documentation needed to receive benefits and other supports (e.g., Social Security card, birth certificate, prior rental history).
- (i) Connecting Members to settings where basic needs can be met, such as access to shower, laundry, shelter, and food.
- (j) Providing Members, who may have a need for medical, peer, social, educational, legal, and other related services, with information and logistical support necessary to connect to resources.

If HRSN O&E Services have been selected, HRSN Provider must comply with the following additional requirements:

1. To be eligible for HRSN O&E, an individual must be Presumed HRSN Eligible. Presumed HRSN Eligible is defined in OAR 410-120-0000 and means the HRSN Service Provider must have confirmation the individual is enrolled in OHP.
2. All HRSN O&E Services must be documented such that claims for compensation are capable of being verified for purposes of an audit.
3. HRSN Provider and its Providers must document the date, duration, description, and outcome of the provided HRSN O&E Services:
  - a. Date = date of service
  - b. Duration = units or time spent on the activity
  - c. Description = type(s) of activity (refer to HRSN O&E activities specified above as items (a) through (j))
  - d. Outcome = result of activity
4. HRSN Provider is only eligible to receive payment for HRSN O&E Services provided to Members who are either (i) Presumed HRSN Eligible, or (ii) have already been determined eligible, and have been referred by CareOregon to HRSN Provider for HRSN O&E Services.
5. HRSN Providers must track HRSN O&E Services and notify CareOregon if thirty (30) hours is reached. HRSN O&E Services are limited to thirty (30) hours per member, for twelve months from the initial date of the service.

**EXHIBIT B**  
**PAYMENT FOR HRSN SERVICES**

This Exhibit B establishes the terms and conditions for payment for HRSN Services provided under this Agreement.

**1. GENERAL PAYMENT TERMS**

- a. CareOregon shall pay HRSN Provider for Contracted Services provided to an HRSN Authorized Member at the rates set forth in the applicable OHA HRSN Fee Schedule in effect at the time that services were rendered based on invoices submitted by HRSN Provider and approved by CareOregon. The OHA HRSN Fee Schedules are available at [www.oregon.gov/oha/hsd/ohp/pages/fee-schedule.aspx](http://www.oregon.gov/oha/hsd/ohp/pages/fee-schedule.aspx).

**2. INVOICING**

- a. HRSN Provider shall submit invoices for HRSN Provider's actual costs, subject to the maximum allowable set forth in in the applicable OHA HRSN Fee Schedule in effect at the time that Contracted Services were rendered. HRSN Service Provider shall ensure that invoices do not exceed the amount, type, or duration of HRSN Services that were authorized by CareOregon for the Member.
- b. HRSN Provider shall submit invoices and documentation to CareOregon for payment for all Contracted Services furnished to HRSN Authorized Members or, in the case of HRSN O&E, Members who are Presumed HRSN Eligible for HRSN Services.
- c. HRSN Provider shall submit invoices via Unite Us, preferably within 30 days from the Date of Service ("DOS"), but no later than 120 days from the DOS. In the event of the discovery by CareOregon of error(s) in an invoice submitted by HRSN Provider, CareOregon shall notify the HRSN Provider of such error(s), and the HRSN Provider shall submit a corrected invoice and any requested supporting documentation within 30 days of receiving such notification from CareOregon. Unless prohibited by Laws, CareOregon may deny payment for any invoices that fail to meet CareOregon's submission requirements for invoices or that are received after the time limit for submitting invoices as specified in this Exhibit B.
- d. Invoices submitted by HRSN Service Provider to CareOregon under this Exhibit B shall:
  - i. Be accurate, truthful, and complete.
  - ii. Include all information required by CareOregon for purposes of compliance with the encounter data submission requirements set forth in OAR 410-141-3570.
  - iii. Include documentation of the specific Contracted Services provided, including actual costs and the dates for which service was provided.
  - iv. Be verifiable with supporting payrolls, time records, invoices, contracts, vouchers, orders, and any other accounting documents pertaining in whole or in part to this Agreement.

- v. Include the total amount billed to date by HRSN Service Provider prior to the current invoice.
  - vi. Be segregated by service items.
  - vii. Abide by Generally Accepted Accounting Principles (“GAAP”).
  - viii. Where applicable, follow industry standard billing practices for timed codes, <https://www.cms.gov/regulations-and-guidance/guidance/transmittals/downloads/r2121cp.pdf>.
  - ix. For Home Modifications or Home Remediations, HRSN Service Provider shall include a final invoice from the HRSN Service Vendor. The vendor invoice must reference the written scope of work that was developed with the Member and the date on which the vendor completed the Home Modification or Home Remediation services.
- e. All Contracted Services must be documented such that claims for compensation are capable of being verified for purposes of an audit.
  - f. HRSN Provider shall use its best efforts to communicate with CareOregon, submit invoices, receive payments and refund payments, check invoice status, submit requests for invoice adjustment, and perform other administrative functions, through such electronic media, including web-based or other online resources or functionalities, as are made available to HRSN Provider by CareOregon from time-to-time.
  - g. If CareOregon requests additional information, data or reports from a HRSN Provider regarding Contracted Services provided to Members for any reason, even if CareOregon has already paid invoice(s) related to the Contracted Services, the Provider shall provide the information, data or reports as requested by CareOregon.
  - h. If HRSN Provider is able to accept payments electronically: (a) HRSN Provider shall register and complete the forms for electronic funds transfer as soon as practicable, but no later than 60 days following CareOregon’s confirmation of HRSN Provider’s status as an enrolled HRSN Provider (per CareOregon’s acceptance of HRSN Provider’s completion of the HRSN Service Provider Qualifications); and (b) if possible, HRSN Provider shall accept payments electronically, if CareOregon prefers to submit electronically. If HRSN Provider is not able to accept payments electronically, HRSN Provider shall make good faith efforts to be able to accept electronic funds transfer within 12 months after the Effective Date.
  - i. CareOregon may review HRSN Provider’s Records to verify that items and services invoiced or paid for were provided and billed or invoiced correctly in accordance with this Agreement and were Contracted Services.
  - j. Subject to its discretion, CareOregon may, but is not obligated to, make interim payments to HRSN Service Providers prior to the delivery of HRSN Services to an HRSN Authorized Member and then reconcile the interim payments that were previously made to the HRSN Service Provider.

**EXHIBIT C**  
**HRSN SERVICE PROVIDER ATTESTATION**

By my signature below, I attest that my organization agrees to comply with, and has the ability to comply with, the following readiness requirements. I attest that my organization will meet these readiness requirements on or before the date on which my organization begins providing HRSN Services:

- A. Reporting and oversight requirements established by the Oregon Health Authority or CareOregon or, as applicable, both;
- B. Compliance with all laws relating to information privacy and security applicable to my business;
- C. Compliance with the credentialing obligations under OAR 410-141-3510 (1)(c);
- D. Compliance with all obligations related to participating in the Closed Loop Referral process (acceptance and confirmation);
- E. Invoicing for HRSN Services as agreed upon in my Agreement with CareOregon to provide HRSN Services;
- F. Ensuring that my organization and its Providers meet the applicable HRSN Provider Qualifications set forth in OAR 410-120-2000 and OAR 410-120-2030; and
- G. Ensuring that Providers who are not required to be licensed or certified by an Oregon board or licensing agency have the education, experience, and competence necessary to perform the specified assigned duties.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Organization: \_\_\_\_\_