

January 25, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to an Intergovernmental Agreement with
Health Share of Oregon to provide Behavioral Health Services to members
Enrolled with the Oregon Health Plan (OHP)

Purpose/Outcomes	The purpose of this agreement is to provide Behavioral Health Services to Health Share of Oregon members enrolled in the Oregon Health Plan (OHP).
Dollar Amount and Fiscal Impact	The total amount of the agreement is unknown, because the number of clients who will be enrolled in OHP and assigned to Clackamas County Health Centers Division (CCHCD). Cannot be projected with certainty. No County General funds are involved.
Funding Source	No County General Funds are involved. This is a revenue agreement where fees for services are received by the Health Centers clinics.
Duration	Effective January 1, 2018 – until terminated
Strategic Plan Alignment	1. Efficient and effective Services 2. Ensure safe, healthy and secure communities
Previous Board Action	The Board last reviewed and approved this agreement on June 23, 2016 agenda item A1.
Contact Person	Tracy Garell, Behavioral Health Clinic Manager – 503-723-4803
Contract No.	7666-01

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a revenue agreement with Health Share of Oregon for the purpose of providing Behavioral Health Services.

This amendment outlines definitions of terms used and redefines the reporting requirements obligated to CCHCD. Additionally, it will allow Health Share to refer their clients enrolled in the Oregon Health Plan (OHP) to CCHCD for treatment services.

This is a revenue contract for CCHCD. The total amount of the agreement is unknown because the number of authorized referrals cannot be projected with certainty. No County General Funds are involved. The agreement is effective January 1, 2018 and will continue until terminated. This document was reviewed by County Counsel on November 7, 2017.

Recommendation

Staff recommends the Board approval of this amendment and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

HEALTH SHARE OF OREGON

FIRST NOTICE AMENDMENT TO PROVIDER PARTICIPATION AGREEMENT

#7666_01

This Notice Amendment to the Provider Participation Agreement (“**First Notice Amendment**”) is between Health Share of Oregon, an Oregon nonprofit corporation (“**Health Share**”) Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division (“**Provider**”).

RECITALS

- A. The parties entered into the following agreement: Provider Participation Agreement dated July 1, 2016 (“**Agreement**”).
- B. Health Share desires to amend the Agreement pursuant to Section 9.1.2 (Notice Amendments).

AMENDMENT

- 1. **Amendment(s)**. The Agreement is amended as follows:

- A. All references to “RAE” throughout the entire agreement are replaced with the term “Plan Partner.”
- B. Section 2.8 "Reporting Responsibilities" shall be amended with the following ~~struck through~~ language deleted, and new language in double underline.

2.8 Reporting Responsibilities. Provider agrees to promptly provide any reports, information, or documents reasonably requested by Health Share or Plan Partner in the form and format requested by Health Share or Plan Partner. Such reports may include without limitation, reports regarding access, capacity to serve Members, utilization, performance measures, quality metrics, Member satisfaction, coordination, expenses and savings. Provider represents and warrants that any reports and data provided pursuant to this Section 2.8 shall be accurate and complete.

- C. Section 2.9.2 shall be amended with the following ~~struck through~~ language deleted and new language in double underline.

2.9.2 Has never been (unless appropriately reinstated), 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;

- D. Section 2.13 “Record Retention” shall be amended with the following ~~struck through~~ language deleted and new language in double underline.

2.13.1 Provider shall retain, and shall cause its personnel to retain, clinical records for ~~seven ten (7) (10)~~ years after the date of service for which claims are made. If an audit, litigation, research and evaluation, or other action involving the records is started before

the end of the seven-year period, Provider shall retain, and shall cause its personnel to retain, the clinical records until all issues arising out of the action are resolved.

2.13.2 Provider shall maintain all financial records related to this Contract in accordance with generally accepted accounting principles. In addition, Provider shall maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Provider, whether in paper, electronic or other form, that are pertinent to this Contract in such a manner to clearly document Provider's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Provider whether in paper, electronic or other form, that are pertinent to this Contract, are collectively referred to as "Records." Provider acknowledges and agrees that OHA, 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 shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Provider shall retain and keep accessible all Records for the longer of: (i) ~~six ten (6) (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 as may be required by applicable law, including the records retention schedules set forth in OAR Chapters 410 and 166; or (iv) until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

- E. Section 2.20 "Non-Covered Services" shall be amended with the following ~~struck through~~ language deleted and new language in double underline.

2.20 Non-Covered Services. Provider will advise Member of any service, treatment, or test that is recommended as medically appropriate for the Members in accord with the community standards of the medical profession, even if the service, treatment, or test is not covered under the Plan. This Agreement, and the fact of whether the Plan happens to provide coverage of any particular service, treatment or test, does not alter a Provider's duty to exercise professional skill and judgment in accord with the prevailing community standards applicable to Provider in advising and treating Members relative to that service, treatment, or test. Provider acknowledges that this Agreement may not be interpreted to require Provider to deny care to a Member for services that are not covered under the Plan. Provider will not bill Member for any service, treatment, or test not covered by the Plan unless all of the following conditions have been met per OAR 410-120-1280: (i) Provider has provided a clear written disclosure in advance to the Member indicating that the service, treatment or test is not covered by the Plan; (ii) Provider has obtained a written consent from the Member consent containing all of the information and elements of an Authorization to Pay (OHP Form 3165), acknowledging that the service, treatment

or test is not covered and consenting to the service; (iii) such billing is permitted under the Plan; and (iv) such billing is not prohibited by law.

- F. Section 3.2.5 shall be amended with the following ~~struck through~~ language deleted and new language in double underline.

3.2.5 Provider will bill and make reasonable efforts to collect any copayments, coinsurance and deductibles, if applicable, from Members in accord with the terms of the Plan.

- G. Section 3.3 “Coordination of Benefits” shall be amended with the following ~~struck through~~ language deleted and new language in double underline.

3.3 Coordination of Benefits. Provider agrees to abide by policies and procedures for coordination of benefits, duplicate coverage and third-party liability policies as described in ~~the Exhibit C: Oregon Health Plan Addendum, attached hereto~~ and the Provider Manual. If any services to which Members are entitled are also covered under any other group or non-group health plan, prepaid medical plan, insurance policy or Workers’ Compensation, Provider and the applicable Plan Partner shall cooperate in the investigation of all such benefits so that Health Share or Plan Partner shall bear no more of the total cost than is required by this Agreement or by the law of the state in which Provider practices. Except as otherwise set forth herein, Provider agrees to accept the negotiated amount as payment in full, whether that amount is paid in whole or in part by the Member, Plan Partner or Health Share, or by any combination of payers, including other payers which may pay before Health Share or Plan Partner in the order of benefit determination.

- H. Section 5.6.2 shall be amended with the following ~~struck through~~ language deleted and new language in double underline.

5.6.2 Notification to Members of the effective date of the termination and ensure ~~Orderly~~ and reasonable transfer of Member care in progress, whether or not those Members are hospitalized;

- I. Exhibit B, List of Facilities/Service Locations is replaced, in its entirety, with a new Exhibit B which is attached hereto.
- J. OHP Addendum is replaced, in its entirety, with a new OHP Addendum, titled Exhibit C, Oregon Health Plan Addendum which is attached hereto.
- K. All Covered Service and Compensation Addendums attached to the Agreement are replaced with new Covered Service and Compensation Addendums which are attached hereto.

2. **Effective Date.** This Notice Amendment is effective January 1, 2018.
3. **Other Provisions.** Except as modified hereby, the Agreement shall remain in full force and effect.

COVERED SERVICES AND COMPENSATION ADDENDUM
Outpatient Mental Health Services (Case Rate)
Adult

A. SERVICE DESCRIPTION

1. Outpatient mental health services means a publicly or privately operated program as defined in OAR 309-019-0105 (76) that include a combination of time-limited assessment; individual, family and group therapy; medication management; case management; skills training and/or service coordination for Members with social, emotional, and/or mental health conditions that impair daily functioning.
2. Outpatient mental health services are designed to quickly promote or restore an individual's previous level of high function/stability, or maintain social/emotional functioning. Outpatient mental health services are intended to be focused and time-limited, and a Member is transitioned once the Member is able to function and maintain their social, emotional and/or mental health without ongoing recovery support services. Services provided to the Member may include services that are delivered in the community or in-home as mutually agreed on by the Provider and Member.
3. Provider shall deliver outpatient mental health services to adult Members 18 years and older and emancipated minors, pursuant to OAR 309-019-0105(6) and Provider's license and certification. Provider shall not refuse to deliver services to any Member who is clinically appropriate for services. Provider must deliver services in a trauma informed and culturally appropriate manner.
4. Provider shall comply with OAR 309-019-0100 through 309-019-0220 regarding minimum standards for services and supports provided by addictions and mental health providers, as applicable. Provider shall maintain licensure in accordance with OAR 309-008-0100 through 309-008-1600, as applicable. Provider must be certified to deliver mental health services to Members under OAR 309-019-0125 if delivering services with unlicensed personnel.
5. Provider shall deliver the following outpatient mental health services to Members:

Adult

- Level A
- Level A MRDD
- Level B
- Level B SPMI
- Level C
- Level C SPMI

- Level D TAY
- Level D ICM

6. Provider shall assign Levels of Care (LOC) accurately and with inter-rater reliability.
7. Provider shall ensure Members are receiving the frequency and intensity of service that is clinically indicated by the consumer's LOC.
8. Provider shall maintain required access for routine, urgent and emergent appointments within timelines per the access requirements outlined in Regional Access Report included in the Provider Manual.
9. Provider shall deliver 24-hour, seven day a week telephonic or face-to-face crisis support coverage as outlined in OAR 309-019-0150.
10. Provider shall ensure follow-up care for Members after discharge from a hospital for mental illness within seven (7) calendar days of hospital discharge.
11. Provider shall improve outcomes through the application of Outcomes Based Care approach(es) as described within the Provider Manual.
12. Provider shall comply with ORS 182.515 and 182.525, Evidence-Based Programs.
13. Provider agrees to deliver services in accordance with the Health Share of Oregon Provider Manual (Provider Manual), in effect at the time services are rendered. Provider shall further ensure that all clinical staff are trained on the use of that manual. The Provider Manual is available on the Health Share website and incorporated by reference herein.

B. COMPENSATION AND PAYMENT

1. Health Share shall reimburse Provider at a case rate, as described in the Regional Rate Guide which is included as part of the Provider Manual.
2. Case rates will be paid in full at point of first valid encounter only. Any changes to the case rates must be negotiated with Health Share.
3. A regional risk corridor will be calculated to evaluate case rate payments in relation to the fee-for-service equivalent value of the encounterable services. There will be one regional risk corridor effective each Fiscal Year with an 80% floor and a 125% ceiling. The regional risk corridor will be calculated annually and the first calculation will occur approximately November 1, 2017. Fee-for-Service equivalents are identified on the regional fee schedule. Please note that if a Provider's usual and

- customary billed rate is lower than Health Share's fee-for-service equivalent, then the Provider's usual and customary billed rate will be used to calculate the risk corridor. Please refer to the Provider Manual and Case Rates technical report manual for more information.
4. Claims may be submitted in either paper or electronic format. Provider understands and agrees that all billing for services provided by Provider pertaining to this Agreement shall be billed to Health Share's Third Party Administrator, Performance Health Technology (PH Tech), consistent with the Provider Manual and in accordance with OAR 410-141-3420. Further, Provider understands and agrees that the Behavioral Health Plan Partner to which a Member is assigned shall be responsible for authorizing Level D services through PH Tech.

COVERED SERVICES AND COMPENSATION ADDENDUM
Outpatient Mental Health Services (Case Rate)
Youth

A. SERVICE DESCRIPTION

1. Outpatient mental health services means a publicly or privately operated program as defined in OAR 309-019-0105 (76) that include a combination of time-limited assessment; individual, family and group therapy; medication management; case management; skills training and/or service coordination for Members with social, emotional, and/or mental health conditions that impair daily functioning.
2. Outpatient mental health services are designed to quickly promote or restore an individual's previous level of high function/stability, or maintain social/emotional functioning. Outpatient mental health services are intended to be focused and time-limited, and a Member is transitioned once the Member is able to function and maintain their social, emotional and/or mental health without ongoing recovery support services. Services provided to the Member may include services that are delivered in the community or in-home as mutually agreed on by the Provider and Member.
3. Provider shall deliver outpatient mental health services to youth Members under the age of 18 years, or an eligible individual who is determined to be developmentally appropriate for youth services until the age of 21 years, pursuant to OAR 309-019-0105(5, 19) and Provider's license and certification. Provider shall not refuse to deliver services to any Member who is clinically appropriate for services. Provider must deliver services in a trauma informed and culturally appropriate manner.
4. Provider shall comply with OAR 309-019-0100 through 309-019-0220 regarding minimum standards for services and supports provided by addictions and mental health providers, as applicable. Provider shall maintain licensure in accordance with OAR 309-008-0100 through 309-008-1600, as applicable. Provider must be certified to deliver mental health services to Members under OAR 309-019-0125 if delivering services with unlicensed personnel.

5. Provider shall deliver the following outpatient mental health services to Members:

Youth

- Level A
 - Level B
 - Level C
 - Level D Early Childhood
 - Level D HBS
6. Provider shall assign Levels of Care (LOC) accurately and with inter-rater reliability.
7. Provider shall ensure Members are receiving the frequency and intensity of service that is clinically indicated by the consumer's LOC.
8. Provider shall maintain required access for routine, urgent and emergent appointments within timelines per the access requirements outlined in Regional Access Report included in the Provider Manual.
9. Provider shall deliver 24-hour, seven day a week telephonic or face-to-face crisis support coverage as outlined in OAR 309-019-0150.
10. Provider shall ensure follow-up care for Members after discharge from a hospital for mental illness within seven (7) calendar days of hospital discharge.
11. Provider shall improve outcomes through the application of Outcomes Based Care approach(es) as described within the Provider Manual.
12. Provider shall comply with ORS 182.515 and 182.525, Evidence-Based Programs.
13. Provider agrees to deliver services in accordance with the Health Share of Oregon Provider Manual (Provider Manual), in effect at the time services are rendered. Provider shall further ensure that all clinical staff are trained on the use of that manual. The Provider Manual is available on the Health Share website and incorporated by reference herein.

B. COMPENSATION AND PAYMENT

1. Health Share shall reimburse Provider at a case rate, as described in the Regional Rate Guide which is included as part of the Provider Manual.

2. Case rates will be paid in full at point of first valid encounter only. Any changes to the case rates must be negotiated with Health Share.
3. A regional risk corridor will be calculated to evaluate case rate payments in relation to the fee-for-service equivalent value of the encounterable services. There will be one regional risk corridor effective each Fiscal Year with an 80% floor and a 125% ceiling. The regional risk corridor will be calculated annually and the first calculation will occur approximately November 1, 2017. Fee-for-Service equivalents are identified on the regional fee schedule. Please note that if a Provider's usual and customary billed rate is lower than Health Share's fee-for-service equivalent, then the Provider's usual and customary billed rate will be used to calculate the risk corridor. Please see the Provider Manual and Case Rates technical report manual for more information.
4. Claims may be submitted in either paper or electronic format. Provider understands and agrees that all billing for services provided by Provider pertaining to this Agreement shall be billed to Health Share's Third Party Administrator, Performance Health Technology (PH Tech), consistent with the Provider Manual and in accordance with OAR 410-141-3420. Further, Provider understands and agrees that the Behavioral Health Plan Partner to which a Member is assigned shall be responsible for authorizing Level D services through PH Tech.

COVERED SERVICES AND COMPENSATION ADDENDUM
Substance Use Disorder Outpatient Services
Youth

A. SERVICE DESCRIPTION

1. Substance Use Disorder (SUD) Outpatient Services means a publicly or privately operated program as defined in ORS 430.010 and OAR 309-019-0105(75) and generally provide professionally-directed screening, evaluation, treatment, and ongoing recovery and disease management services for Members with substance use disorders. These services are consistent with American Society of Addiction Medicine (ASAM) Levels 1.0 and 2.1.
2. SUD Outpatient Services therapies involve skilled treatment services, which may include individual and group counseling, motivational enhancement, family therapy, educational groups, occupational and recreational therapy, psychotherapy, addiction pharmacotherapy, or other therapies.
3. Provider shall deliver Substance Use Disorder Outpatient Services to youth Members under the age of 18 years, or an eligible individual who is determined to be developmentally appropriate for youth services until the age of 21 years, pursuant to OAR 309-019-0105(5, 19) and OAR 309-019-0180, ASAM Levels 1.0 and 2.1, Provider's license and certification, and Letter of Approval. Provider shall not refuse to deliver services to any Member who is clinically appropriate for services. Provider must deliver services in a trauma informed and culturally appropriate manner.
4. Provider shall comply with OAR 309-019-0100 through 309-019-0220 regarding minimum standards for services and supports provided by addictions and mental health providers, as applicable. Provider must maintain a current Letter of Approval issued by OHA in accordance with OAR 415-056-0030 through 415-056-0050 regarding standards for community substance abuse prevention.
5. Provider shall comply with ORS 182.515 and 182.525, Evidence-Based Programs.
6. Provider shall request prior authorization from the appropriate Behavioral Health Plan Partner in advance of rendering services to Members.
7. Provider agrees to deliver services in accordance with the Health Share of Oregon Provider Manual (Provider Manual), in effect at the time services are rendered. Provider shall further ensure that all clinical staff are trained on the use of that manual. The Provider Manual is available on the Health Share website and incorporated by reference herein.

B. COMPENSATION AND PAYMENT

1. Health Share shall reimburse Provider at a Fee for Service rate per the Regional Rate Guide which is included as part of the Provider Manual.
2. Claims may be submitted in either paper or electronic format. Provider understands and agrees that all billing for services provided by Provider pertaining to this Agreement shall be billed to Health Share's Third Party Administrator, Performance Health Technology (PH Tech), consistent with the Provider Manual and in accordance with OAR 410-120-1280 and OAR 410-141-3420. Further, Provider understands and agrees that the Behavioral Health Plan Partner to which a Member is assigned shall be responsible for authorizing services through PH Tech.

COVERED SERVICES AND COMPENSATION ADDENDUM
Substance Use Disorder Outpatient Services
Adult

A. SERVICE DESCRIPTION

1. Substance Use Disorder (SUD) Outpatient Services means a publicly or privately operated program as defined in ORS 430.010 and OAR 309-019-0105(75) and generally provide professionally-directed screening, evaluation, treatment, and ongoing recovery and disease management services for Members with substance use disorders. These services are consistent with American Society of Addiction Medicine (ASAM) Levels 1.0 and 2.1.
2. SUD Outpatient Services therapies involve skilled treatment services, which may include individual and group counseling, motivational enhancement, family therapy, educational groups, occupational and recreational therapy, psychotherapy, addiction pharmacotherapy, or other therapies.
3. Provider shall deliver Substance Use Disorder Outpatient Services to adult Members 18 years and older and emancipated minors, pursuant to OAR 309-019-0105(6), ASAM Levels 1.0 and 2.1, Provider's license and certification, and Letter of Approval. Provider shall not refuse to deliver services to any Member who is clinically appropriate for services. Provider must deliver services in a trauma informed and culturally appropriate manner.
4. Provider shall comply with OAR 309-019-0100 through 309-019-0220 regarding minimum standards for services and supports provided by addictions and mental health providers, as applicable. Provider must maintain a current Letter of Approval issued by OHA in accordance with OAR 415-056-0030 through 415-056-0050 regarding standards for community substance abuse prevention.
5. Provider shall comply with ORS 182.515 and 182.525, Evidence-Based Programs.
6. Provider shall request prior authorization from the appropriate Behavioral Health Plan Partner in advance of rendering services to Members.
7. Provider agrees to deliver services in accordance with the Health Share of Oregon Provider Manual (Provider Manual), in effect at the time services are rendered. Provider shall further ensure that all clinical staff are trained on the use of that manual. The Provider Manual is available on the Health Share website and incorporated by reference herein.

B. COMPENSATION AND PAYMENT

1. Health Share shall reimburse Provider at a Fee for Service rate per the Regional Rate Guide which is included as part of the Provider Manual.
2. Claims may be submitted in either paper or electronic format. Provider understands and agrees that all billing for services provided by Provider pertaining to this Agreement shall be billed to Health Share's Third Party Administrator, Performance Health Technology (PH Tech), consistent with the Provider Manual and in accordance with OAR 410-120-1280 and OAR 410-141-3420. Further, Provider understands and agrees that the BH Plan Partner to which a Member is assigned shall be responsible for authorizing services through PH Tech.

COVERED SERVICES AND COMPENSATION ADDENDUM
Psychological Testing and Consultation
Adults

A. SERVICE DESCRIPTION

1. Psychological testing means administering, scoring, and interpreting tests to assess a Member's mental abilities or personality in order to assist in the assessment or diagnosis of mental disorders or mental functioning, as defined in OAR 858-010-0001(1)(a).
2. Psychological testing consists of face-to-face psychological assessment of a Member and includes the following: clinical interview with member and collateral sources, integration of collateral information, including previous psychological or neuropsychological testing and history and background information. Tests administered must directly address referral question, must primarily include tests beyond self-report measures, and include psycho-diagnostic assessment of emotionality, intellectual abilities, personality and psychopathology.
3. Provider shall deliver those psychological testing services to adult Members 18 years and older, and emancipated minors, pursuant to OAR 309-019-0105(6) and Provider's license and certification. Provider shall not refuse to deliver services to any Member who is clinically appropriate for services. Services are to be provided in a trauma informed and culturally appropriate manner.
4. Provider shall ensure that psychological testing is conducted by a licensed professional who is adequately trained to administer and score the specific test being used and maintain standards for the testing environment and testing administration as set forth in the most recent editions of the American Psychological Association Standards for Educational and Psychological Tests and Ethical Principles for Psychologists.
5. Upon request by the Behavioral Health Plan Partner, Provider shall consult with treatment teams on a periodic or ad hoc basis to provide interpretation of psychological test results and/or to assist in treatment planning based on results of psychological testing.
6. Provider shall comply with OAR 858-010-0010 through 858-010-0080 regarding regulations required by the Board of Psychologist Examiners. Provider shall comply with OAR 309-019-0100 through 309-019-0220 regarding minimum standards for services and supports provided by addictions and mental health providers, as

applicable. Provider shall maintain licensure in accordance with OAR 309-008-0100 through 309-008-1600, as applicable.

7. Provider shall request prior authorization from the appropriate Behavioral Health Plan Partner in advance of rendering services to Members.
8. Provider shall comply with ORS 182.515 and 182.525, Evidence-Based Programs.
9. Provider agrees to deliver services in accordance with the Health Share of Oregon Provider Manual (Provider Manual), in effect at the time services are rendered. Provider shall further ensure that all clinical staff are trained on the use of that manual. The Provider Manual is available on the Health Share website and incorporated by reference herein.

B. COMPENSATION AND PAYMENT

1. Health Share shall reimburse Provider on a Fee for Service basis per the Regional Rate Guide which is part of the Provider Manual, with the exception of the codes described in the Rate Table—Psychological Testing. Health Share and Provider agree that Rate Table—Psychological Testing shall be incorporated by reference into this Agreement and that any changes Rate Table—Psychological Testing shall be mutually agreed by the parties in writing and that such writing shall be acceptable in electronic format.
2. Claims may be submitted in either paper or electronic format. Provider understands and agrees that all billing for services provided by Provider pertaining to this Agreement shall be billed to Health Share's Third Party Administrator, Performance Health Technology (PH Tech), consistent with the Provider Manual and in accordance with OAR 410-141-3420. Further, Provider understands and agrees that the Behavioral Health Plan Partner to which a Member is assigned shall be responsible for authorizing services through PH Tech.

EXHIBIT B
List of Facilities/Service Locations

The following facilities/service locations are owned and operated by Provider and shall be the facilities/service locations where Provider provides Contracted Services to Health Share Members pursuant to this Agreement.

Provider shall notify Health Share as soon as reasonably possible if any of the information for the below listed facilities/services locations changes, but not more than thirty (30) days after the change is effective. Provider shall complete the [Office Address Relocation/Addition](#) form (located in the Provider Manual), including any pertinent supporting documents, and send to providers@healthshareoregon.org as notice to Health Share of information changes. This Exhibit B will be deemed updated once new information is received from Provider.

All fields required. Please type or print clearly.

Office Name: Clackamas County Behavioral Health: Hilltop Behavioral Health Center

Office Street Address: 988 Liberty Ct.

Office City, State, Zip: Oregon City, OR. 97045

Office County: Clackamas

Appointment Phone: [Click here to enter text.](#)

Office Fax: [Click here to enter text.](#)

Duplicate this document for each office location which shall provide Contracted Services to Health Share members pursuant to this Agreement.

health

share

Health Share of Oregon

Participating Provider Office Locations

Provider shall notify Health Share as soon as reasonably possible if any of the information for the below listed facilities/services locations changes, but not more than thirty (30) days after the change is effective. Provider shall complete the [Office Address Relocation/Addition](#) form (located in the Provider Manual), including any pertinent supporting documents, and send to providers@healthshareoregon.org as notice to Health Share of information changes.

Date Completed: 12-8-17

Office Name: Hilltop Behavioral Health Center

Office Street Address: 998 Library Court

Office City, State, Zip: Oregon City, OR 97045

Office County: Clackamas

Appointment Phone: 503-655-8401

Office Fax: 503-655-8429

Office Hours: *(include days & hours)* Monday -Thursday 8:00am to 7:00pm and Friday 8:00am- 6:30pm

Foreign Languages Spoken: Spanish
(including ASL)

Is Office ADA Accessible? YES NO

Culturally Specific Focus at Location (if applicable)

Please check all that apply:

<input type="checkbox"/>	African American	<input type="checkbox"/>	Asian American	<input checked="" type="checkbox"/>	Hispanic/Latino
<input type="checkbox"/>	Native American /Alaskan Native	<input type="checkbox"/>	Hawaiian/Pacific Islander	<input type="checkbox"/>	LBGTQ+
<input type="checkbox"/>	Other (please specify):				

Continued on next page



Type(s) of Mental Health Services Offered at Location in accordance with your Health Share contract:

Office Name: Hilltop Behavioral Health Center

Service Type	Age(s) Served* (check all that apply)			
<input type="checkbox"/> ABA	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> ACT			<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> CBIT	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> Crisis Stabilization	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input checked="" type="checkbox"/> DBT	<input checked="" type="checkbox"/> Child	<input checked="" type="checkbox"/> Youth	<input checked="" type="checkbox"/> Adult	<input checked="" type="checkbox"/> Older Adults
<input type="checkbox"/> Eating Disorder-Inpatient	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Eating Disorder-Partial Hospitalization	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Eating Disorder-Residential	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> IDD Medication Management	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Inpatient Psychiatric Hospitalization	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Mental Health IOP/Partial Hospitalization			<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input checked="" type="checkbox"/> Mental Health Outpatient	<input checked="" type="checkbox"/> Child	<input checked="" type="checkbox"/> Youth	<input checked="" type="checkbox"/> Adult	<input checked="" type="checkbox"/> Older Adults
<input checked="" type="checkbox"/> Mental Health Outpatient: Severe Persistent Mental Illness	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input checked="" type="checkbox"/> Adult	<input checked="" type="checkbox"/> Older Adults
<input type="checkbox"/> Psychiatric Day Treatment Services	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> Psychiatric Residential Treatment Services	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> Psychological Testing	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Respite Services	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> Sub-Acute Services	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		

No Mental Health services offered at this location

***Child: Ages 0-5 | Youth: Ages 6-17 | Adult: Ages 18-63 | Older Adult: Ages 64 and up**

Continued on next page



Type(s) of Substance Use Disorder Services Offered at Location in accordance with your Health Share contract:

Office Name: Hilltop Behavioral Health Center

Service Type		Age(s) Served* (check all that apply)							
<input type="checkbox"/>	SUD Dual Diagnosis Residential (Level 3.5)	<input type="checkbox"/>	Child	<input type="checkbox"/>	Youth	<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD High Intensity Medically-Monitored Residential Treatment Services (Level 3.7)				<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults	
<input type="checkbox"/>	SUD Medication Assisted Treatment				<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults	
<input checked="" type="checkbox"/>	SUD Outpatient (Levels 1 and 2.1)	<input type="checkbox"/>	Child	<input checked="" type="checkbox"/>	Youth	<input checked="" type="checkbox"/>	Adult	<input checked="" type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD Partial Hospitalization/Day Treatment (Level 2.5)	<input type="checkbox"/>	Child	<input type="checkbox"/>	Youth	<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD Residential Treatment	<input type="checkbox"/>	Child	<input type="checkbox"/>	Youth	<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD Withdrawal Management / Detox (Level 3.7-WM)	<input type="checkbox"/>	Child	<input type="checkbox"/>	Youth	<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults

No Substance Use Disorder services offered at this location

***Child: Ages 0-5 | Youth: Ages 6-17 | Adult: Ages 18-63 | Older Adult: Ages 64 and up**

(Please duplicate this document for each office location which is covered by your contract with Health Share.)

EXHIBIT B
List of Facilities/Service Locations

The following facilities/service locations are owned and operated by Provider and shall be the facilities/service locations where Provider provides Contracted Services to Health Share Members pursuant to this Agreement.

Provider shall notify Health Share as soon as reasonably possible if any of the information for the below listed facilities/services locations changes, but not more than thirty (30) days after the change is effective. Provider shall complete the Office Address Relocation/Addition form (located in the Provider Manual), including any pertinent supporting documents, and send to providers@healthshareoregon.org as notice to Health Share of information changes. This Exhibit B will be deemed updated once new information is received from Provider.

All fields required. Please type or print clearly.

Office Name: Clackamas County Behavioral Health: Sandy Behavioral Health Center

Office Street Address: 38872 Proctor Blvd

Office City, State, Zip: Sandy, OR. 97055

Office County: Clackamas

Appointment Phone: [Click here to enter text.](#)

Office Fax: [Click here to enter text.](#)

Duplicate this document for each office location which shall provide Contracted Services to Health Share members pursuant to this Agreement.



Health Share of Oregon

Participating Provider Office Locations

Provider shall notify Health Share as soon as reasonably possible if any of the information for the below listed facilities/services locations changes, but not more than thirty (30) days after the change is effective. Provider shall complete the [Office Address Relocation/Addition](#) form (located in the Provider Manual), including any pertinent supporting documents, and send to providers@healthshareoregon.org as notice to Health Share of information changes.

Date Completed: 12-8-17

Office Name: Sandy Behavioral Health Center

Office Street Address: 38872 Proctor Blvd

Office City, State, Zip: Sandy, OR 97055	Office County: Clackamas
Appointment Phone: 503-655-8401	Office Fax: 503-722-6939

Office Hours: *(include days & hours)* Monday -Thursday 8:00am-6:30pm

Foreign Languages Spoken: Spanish
(including ASL)

Is Office ADA Accessible? YES NO

Culturally Specific Focus at Location (if applicable)

Please check all that apply:

<input type="checkbox"/> African American	<input type="checkbox"/> Asian American	<input type="checkbox"/> Hispanic/Latino
<input type="checkbox"/> Native American /Alaskan Native	<input type="checkbox"/> Hawaiian/Pacific Islander	<input type="checkbox"/> LBGTQ+
<input type="checkbox"/> Other (please specify):		

Continued on next page



Type(s) of Mental Health Services Offered at Location in accordance with your Health Share contract:

Office Name: Sandy Behavioral Health Center

Service Type	Age(s) Served* (check all that apply)			
<input type="checkbox"/> ABA	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> ACT			<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> CBIT	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> Crisis Stabilization	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input checked="" type="checkbox"/> DBT	<input checked="" type="checkbox"/> Child	<input checked="" type="checkbox"/> Youth	<input checked="" type="checkbox"/> Adult	<input checked="" type="checkbox"/> Older Adults
<input type="checkbox"/> Eating Disorder-Inpatient	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Eating Disorder-Partial Hospitalization	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Eating Disorder-Residential	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> IDD Medication Management	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Inpatient Psychiatric Hospitalization	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Mental Health IOP/Partial Hospitalization			<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input checked="" type="checkbox"/> Mental Health Outpatient	<input checked="" type="checkbox"/> Child	<input checked="" type="checkbox"/> Youth	<input checked="" type="checkbox"/> Adult	<input checked="" type="checkbox"/> Older Adults
<input checked="" type="checkbox"/> Mental Health Outpatient: Severe Persistent Mental Illness	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input checked="" type="checkbox"/> Adult	<input checked="" type="checkbox"/> Older Adults
<input type="checkbox"/> Psychiatric Day Treatment Services	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> Psychiatric Residential Treatment Services	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> Psychological Testing	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Respite Services	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> Sub-Acute Services	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		

No Mental Health services offered at this location

***Child: Ages 0-5 | Youth: Ages 6-17 | Adult: Ages 18-63 | Older Adult: Ages 64 and up**

Continued on next page



Type(s) of Substance Use Disorder Services Offered at Location in accordance with your Health Share contract:

Office Name: Sandy Behavioral Health Center

Service Type		Age(s) Served* (check all that apply)							
<input type="checkbox"/>	SUD Dual Diagnosis Residential (Level 3.5)	<input type="checkbox"/>	Child	<input type="checkbox"/>	Youth	<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD High Intensity Medically-Monitored Residential Treatment Services (Level 3.7)				<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults	
<input type="checkbox"/>	SUD Medication Assisted Treatment				<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults	
<input checked="" type="checkbox"/>	SUD Outpatient (Levels 1 and 2.1)	<input type="checkbox"/>	Child	<input checked="" type="checkbox"/>	Youth	<input checked="" type="checkbox"/>	Adult	<input checked="" type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD Partial Hospitalization/Day Treatment (Level 2.5)	<input type="checkbox"/>	Child	<input type="checkbox"/>	Youth	<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD Residential Treatment	<input type="checkbox"/>	Child	<input type="checkbox"/>	Youth	<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD Withdrawal Management / Detox (Level 3.7-WM)	<input type="checkbox"/>	Child	<input type="checkbox"/>	Youth	<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults

No Substance Use Disorder services offered at this location

***Child: Ages 0-5 | Youth: Ages 6-17 | Adult: Ages 18-63 | Older Adult: Ages 64 and up**

(Please duplicate this document for each office location which is covered by your contract with Health Share.)

EXHIBIT B
List of Facilities/Service Locations

The following facilities/service locations are owned and operated by Provider and shall be the facilities/service locations where Provider provides Contracted Services to Health Share Members pursuant to this Agreement.

Provider shall notify Health Share as soon as reasonably possible if any of the information for the below listed facilities/services locations changes, but not more than thirty (30) days after the change is effective. Provider shall complete the [Office Address Relocation/Addition](#) form (located in the Provider Manual), including any pertinent supporting documents, and send to providers@healthshareoregon.org as notice to Health Share of information changes. This Exhibit B will be deemed updated once new information is received from Provider.

All fields required. Please type or print clearly.

Office Name: Clackamas County Behavioral Health: Stewart Behavioral Health Center

Office Street Address: 1002 Liberty Ct.

Office City, State, Zip: Oregon City, OR. 97045

Office County: Clackamas

Appointment Phone: Click here to enter text.

Office Fax: Click here to enter text.

Duplicate this document for each office location which shall provide Contracted Services to Health Share members pursuant to this Agreement.



Participating Provider Office Locations

Provider shall notify Health Share as soon as reasonably possible if any of the information for the below listed facilities/services locations changes, but not more than thirty (30) days after the change is effective. Provider shall complete the [Office Address Relocation/Addition](#) form (located in the Provider Manual), including any pertinent supporting documents, and send to providers@healthshareoregon.org as notice to Health Share of information changes.

Date Completed: 12/8/17

Office Name: Stewart Behavioral Health Center

Office Street Address: 1002 Library Court

Office City, State, Zip: Oregon city, OR 97045	Office County: Clackamas
Appointment Phone: 503-655-8401	Office Fax: 503-655-8264

Office Hours: *Monday-Friday 8:30-5:30*
(include days & hours)

Foreign Languages Spoken: Spanish
(including ASL)

Is Office ADA Accessible? YES NO

Culturally Specific Focus at Location (if applicable)

Please check all that apply:

<input type="checkbox"/> African American	<input type="checkbox"/> Asian American	<input type="checkbox"/> Hispanic/Latino
<input type="checkbox"/> Native American /Alaskan Native	<input type="checkbox"/> Hawaiian/Pacific Islander	<input type="checkbox"/> LBGTQ+
<input type="checkbox"/> Other (please specify):		

Continued on next page



Type(s) of Mental Health Services Offered at Location in accordance with your Health Share contract:

Office Name: Stewart Behavioral Health Center

Service Type	Age(s) Served* (check all that apply)			
<input type="checkbox"/> ABA	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> ACT			<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> CBIT	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> Crisis Stabilization	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> DBT	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Eating Disorder-Inpatient	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Eating Disorder-Partial Hospitalization	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Eating Disorder-Residential	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> IDD Medication Management	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Inpatient Psychiatric Hospitalization	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Mental Health IOP/Partial Hospitalization			<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Mental Health Outpatient	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input checked="" type="checkbox"/> Mental Health Outpatient: Severe Persistent Mental Illness	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input checked="" type="checkbox"/> Adult	<input checked="" type="checkbox"/> Older Adults
<input type="checkbox"/> Psychiatric Day Treatment Services	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> Psychiatric Residential Treatment Services	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> Psychological Testing	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Respite Services	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> Sub-Acute Services	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		

No Mental Health services offered at this location

***Child: Ages 0-5 | Youth: Ages 6-17 | Adult: Ages 18-63 | Older Adult: Ages 64 and up**

Continued on next page



Type(s) of Substance Use Disorder Services Offered at Location in accordance with your Health Share contract:

Office Name: Stewart Behavioral Health Center

Service Type		Age(s) Served* (check all that apply)							
<input type="checkbox"/>	SUD Dual Diagnosis Residential (Level 3.5)	<input type="checkbox"/>	Child	<input type="checkbox"/>	Youth	<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD High Intensity Medically-Monitored Residential Treatment Services (Level 3.7)					<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD Medication Assisted Treatment					<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults
<input checked="" type="checkbox"/>	SUD Outpatient (Levels 1 and 2.1)	<input type="checkbox"/>	Child	<input type="checkbox"/>	Youth	<input checked="" type="checkbox"/>	Adult	<input checked="" type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD Partial Hospitalization/Day Treatment (Level 2.5)	<input type="checkbox"/>	Child	<input type="checkbox"/>	Youth	<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD Residential Treatment	<input type="checkbox"/>	Child	<input type="checkbox"/>	Youth	<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD Withdrawal Management / Detox (Level 3.7-WM)	<input type="checkbox"/>	Child	<input type="checkbox"/>	Youth	<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults

No Substance Use Disorder services offered at this location

***Child: Ages 0-5 | Youth: Ages 6-17 | Adult: Ages 18-63 | Older Adult: Ages 64 and up**

(Please duplicate this document for each office location which is covered by your contract with Health Share.)

EXHIBIT B
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Provider shall notify Health Share as soon as reasonably possible if any of the information for the below listed facilities/services locations changes, but not more than thirty (30) days after the change is effective. Provider shall complete the Office Address Relocation/Addition form (located in the Provider Manual), including any pertinent supporting documents, and send to providers@healthshareoregon.org as notice to Health Share of information changes. This Exhibit B will be deemed updated once new information is received from Provider.

All fields required. Please type or print clearly.

Office Name: Riverstone Mental Health Crisis and Urgent Walk-in Services

Office Street Address: 11211 SE 82nd Ave. Ste 0

Office City, State, Zip: Happy Valley, OR. 97086

Office County: Clackamas

Appointment Phone: Click here to enter text.

Office Fax: Click here to enter text.

Duplicate this document for each office location which shall provide Contracted Services to Health Share members pursuant to this Agreement.



Participating Provider Office Locations

Provider shall notify Health Share as soon as reasonably possible if any of the information for the below listed facilities/services locations changes, but not more than thirty (30) days after the change is effective. Provider shall complete the [Office Address Relocation/Addition](#) form (located in the Provider Manual), including any pertinent supporting documents, and send to providers@healthshareoregon.org as notice to Health Share of information changes.

Date Completed: 12-8-17

Office Name: Witicha Center for Family & Community

Office Street Address: 6031 SE King Road

Office City, State, Zip: Milwaukie, OR 97222	Office County: Clackamas
Appointment Phone: 503-655-8401	Office Fax: 503-655-8429

Office Hours: *Monday, Tuesday, Thursday & Friday- variable hours-*
(include days & hours)

Foreign Languages Spoken: Spanish
(including ASL)

Is Office ADA Accessible? YES NO

Culturally Specific Focus at Location (if applicable)

Please check all that apply:

<input type="checkbox"/> African American	<input type="checkbox"/> Asian American	<input checked="" type="checkbox"/> Hispanic/Latino
<input type="checkbox"/> Native American /Alaskan Native	<input type="checkbox"/> Hawaiian/Pacific Islander	<input type="checkbox"/> LBGTQ+
<input type="checkbox"/> Other (please specify):		

Continued on next page



Type(s) of Mental Health Services Offered at Location in accordance with your Health Share contract:

Office Name: Witicha Center for Family & Community

Service Type	Age(s) Served* (check all that apply)			
<input type="checkbox"/> ABA	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> ACT			<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> CBIT	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> Crisis Stabilization	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> DBT	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Eating Disorder-Inpatient	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Eating Disorder-Partial Hospitalization	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Eating Disorder-Residential	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> IDD Medication Management	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Inpatient Psychiatric Hospitalization	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Mental Health IOP/Partial Hospitalization			<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input checked="" type="checkbox"/> Mental Health Outpatient	<input checked="" type="checkbox"/> Child	<input checked="" type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Mental Health Outpatient: Severe Persistent Mental Illness	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Psychiatric Day Treatment Services	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> Psychiatric Residential Treatment Services	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> Psychological Testing	<input type="checkbox"/> Child	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult	<input type="checkbox"/> Older Adults
<input type="checkbox"/> Respite Services	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		
<input type="checkbox"/> Sub-Acute Services	<input type="checkbox"/> Child	<input type="checkbox"/> Youth		

No Mental Health services offered at this location

***Child: Ages 0-5 | Youth: Ages 6-17 | Adult: Ages 18-63 | Older Adult: Ages 64 and up**

Continued on next page



Type(s) of Substance Use Disorder Services Offered at Location in accordance with your Health Share contract:

Office Name: Witicha Center for Family & Community

Service Type		Age(s) Served* (check all that apply)							
<input type="checkbox"/>	SUD Dual Diagnosis Residential (Level 3.5)	<input type="checkbox"/>	Child	<input type="checkbox"/>	Youth	<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD High Intensity Medically-Monitored Residential Treatment Services (Level 3.7)					<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD Medication Assisted Treatment					<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD Outpatient (Levels 1 and 2.1)	<input type="checkbox"/>	Child	<input type="checkbox"/>	Youth	<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD Partial Hospitalization/Day Treatment (Level 2.5)	<input type="checkbox"/>	Child	<input type="checkbox"/>	Youth	<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD Residential Treatment	<input type="checkbox"/>	Child	<input type="checkbox"/>	Youth	<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults
<input type="checkbox"/>	SUD Withdrawal Management / Detox (Level 3.7-WM)	<input type="checkbox"/>	Child	<input type="checkbox"/>	Youth	<input type="checkbox"/>	Adult	<input type="checkbox"/>	Older Adults

No Substance Use Disorder services offered at this location

***Child: Ages 0-5 | Youth: Ages 6-17 | Adult: Ages 18-63 | Older Adult: Ages 64 and up**

(Please duplicate this document for each office location which is covered by your contract with Health Share.)

Exhibit C
OREGON HEALTH PLAN ADDENDUM

Health Share is a party to a Health Plan Services contract (CCO Contract) with the State of Oregon, Oregon Health Authority (OHA). That contract requires certain additional provisions to be included in the agreement between Health Share and Provider. As such, Provider will comply with and cause any Subcontractor of Provider 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 Provider. If Provider subcontracts any functions of the Agreement, Provider 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 OHP Contract. Health Share may undertake any duties under this Addendum either directly or through Health Share's arrangement with a Plan Partner. Similarly, Provider will cooperate with and afford to any Plan Partner the same rights and obligations that the Provider owes to Health Share under the Agreement and the OHP Addendum. Therefore, references throughout this OHP Addendum to rights and obligations that Provider 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 OHP Contract.** Provider has been given a copy of the OHP Contract. Provider 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 OHP Contract, to the extent they are applicable to the services provided by Provider under this Agreement.

2. **Compliance with Applicable Law.** Provider will comply with all Federal, State and local laws, regulations, executive orders and ordinances applicable to the OHP Contract or to the performance of services under the Agreement 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.

3. **Covered Services.** Provider will provide Medically Appropriate health services described in ORS Chapter 414 and applicable administrative rules that are based on the Prioritized List of Health Services.
4. **Access to Records and Facilities.** Provider will maintain all financial records related to the OHP Contract in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Provider will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Provider, whether in paper, electronic or other form, that are pertinent to the OHP Contract in such a manner to clearly document Provider's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Provider whether in paper, electronic or other form, that are pertinent to this Contract, are collectively referred to as "Records." Provider acknowledges and agrees that OHA, 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 shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Provider shall retain and keep accessible all Records for the longer of: (i) Ten (10) years following final payment and termination of the OHP Contract; (ii) the retention period specified in this Agreement for certain kinds of records; (iii) The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapters 410 and 166; or (iv) until the conclusion of any audit, controversy or litigation arising out of or related to the OHP Contract or the Agreement. Provider will, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. The rights of access in this subsection are not limited to the required retention period, but shall last as long as the records are retained.
5. **No Billing for Non-Covered Services.** Provider will not bill Members for services that are not covered under the OHP 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.
6. **Acknowledgment of Receipt of Grievance System.** Provider acknowledges that Health Share provided to Provider a copy of OHA's approved written procedures for Health Share's grievance system.
7. **Performance Monitoring.** Provider will cooperate with Health Share's policies, procedures, and actions, and will comply, as requested, with a Health Share request for information, documentation, reporting and access that permit Health Share to monitor the Provider's performance on an ongoing basis and, as necessary, to perform a formal review of Provider'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, Provider will be required to develop and implement a time specific plan for the correction of identified areas of noncompliance or substandard performance.

8. **Termination for Cause.** In addition to other remedies provided in the Agreement or provided at law, Health Share may terminate the Agreement or impose other sections if the Provider's performance is inadequate to meet the requirements of the OHP Contract.
9. **Federal Managed Care Requirements.** Provider will comply with the requirements of 42 CFR 438.6 that are applicable to any services or supplies provided by Provider under the Agreement.
10. **Prevention/Detection of Fraud & Abuse.** Provider will have fraud and abuse policies and procedures and a mandatory compliance plan, in accordance with 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 Provider to prevent and detect fraud and abuse activities as such activities relate to the OHP. Provider will review Provider's fraud and abuse policies annually. Provider will promptly notify and refer all suspected cases of fraud and abuse, including fraud by its employees and subcontractors to Health Share, Plan Partners, OHA Provider Audit Unit (PAU) and the Medicaid Fraud Control Unit (MFCU).
11. **Cooperation with Fraud & Abuse Investigations.** Provider will cooperate, and requires its subcontractors to cooperate, with Health Share, Plan Partners, PAU and the MFCU investigators during any investigation of fraud or abuse. Provider will permit Health Share, Plan Partners, PAU or MFCU to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of Provider or by or on behalf of any subcontractor, as required to investigate an incident of fraud and abuse. Provider will provide copies of reports or other documentation regarding the suspected fraud or abuse at no cost to Health Share, Plan Partners, PAU or MFCU during an investigation.
12. **Abuse Reporting.** Provider 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, Provider 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.
13. **Timely Access to Care.** Provider will meet OHP standards for timely access to care and services, taking into account the urgency of the need for services as specified in OAR 410-141-3220. This requirement includes Provider offering hours of operation that are not less than the hours of operation offered to Provider's commercial patients (as applicable).
14. **Reporting of Preventive Services.** If Provider provides any Preventive Care Services, Provider 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.
15. **Reporting to OHA of Admissions or Discharges.** If the services provided by the Provider under this Agreement includes providing substance use disorder services or Mental Health Services, Provider will provide to OHA, within 30 days of admission or

discharge, with all information required by OHAs most current reporting system, currently “Measures and Outcomes Tracking System” (“MOTS”).

16. **Required Background and Training for Substance Use Disorders.** If the services provided by the Provider under this Agreement includes the evaluation of Members for access to and length of stay in substance use disorder services, Provider will ensure that Provider’s personnel providing such services must 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”). Provider shall participate with OHA in a review of data about the impact of those criteria on service quality, cost, outcome and access.
17. **Substance Use Disorder Personnel to Provide Information about Community Resources.** If the services provided by the Provider under this Agreement includes providing substance use disorder services, Provider will ensure that Provider’s personnel providing such services will provide to Member, to the extent of available community resources and as clinically indicated, information and referral to community services which may include, but are not limited to: child care, elder care, housing, transportation, employment, vocational training, educational services, mental health services, financial services, and legal services.
18. **No Adverse Treatment of Members Exercising Rights.** Provider will ensure that OHP Members are free to exercise their patient rights under Oregon law, and that the exercise of those rights will not adversely affect the way the Provider or Provider’s personnel treat the Member. Provider will not discriminate in any way against Members when those Members exercise their rights under the OHP.
19. **No Marketing.** Provider 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. Provider 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. Provider 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.
20. **Accommodation for Disability or Limited English.** Provider will be prepared to meet the special needs of Members who require accommodations because of a disability or limited English proficiency, including interpretation services pursuant to Section 1557 of the Affordable Care Act (ACA) of 2010.
21. **Access to Records and Cooperation with Information Collection Efforts.** Provider will provide timely access to records and facilities and cooperate with OHA 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 OHP Contract, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes.

22. **Third Party Liability Recovery.** Provider will maintain records of any Providers actions related to Third Party Liability recovery, and make those records available for OHA review. Provider may not refuse to provide Covered Services, to a Member because of a Third Party potential liability for payment for the Covered Service. Provider 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 Provider. Provider 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 Provider may be paid. Provider acknowledges that if the Third Party has reimbursed Health Share or Provider, or if a Member, after receiving payment from the Third Party Liability, has reimbursed Health Share or Provider, Health Share or Provider must reimburse Medicare up to the full amount that Health Share or Provider received, if Medicare is unable to recover its payment from the remainder of the Third Party Liability payment.
23. **Subrogation.** Provider agrees to subrogate to OHA any and all claims Provider has or may have against manufacturers, wholesale or retail suppliers, sales representatives, testing laboratories, or other providers in the design, manufacture, marketing, pricing, or quality of drugs, pharmaceuticals, medical supplies, medical devices, durable medical equipment, or other products.
24. **External Quality Review.** In conformance with 42 CFR 438 Subpart E, Provider 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.
25. **Sterilization and Hysterectomy Records.** If applicable, Provider will, within 60 days of a request from OHA or Health Share, provide Health Share with a list of all Members who received sterilizations or hysterectomies, from Provider and copies of the informed consent form or certification. OHA and Health Share will be permitted to review the Medical Records of these individuals selected by OHA for purposes of determining compliance with OAR 410-130-0580.
26. **Produce Alternate Forms of Communication.** In compliance with the Americans with Disabilities Act, any written material that is generated and provided by Provider to be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format.
27. **Access to OHA Computer Systems.** If the services performed under this Agreement requires 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 Provider access to such OHA Information Assets or Network and Information Systems, Provider will comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and

“Network and Information System” have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

28. **Equal Employment Opportunity.** Provider will comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). Those regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, those regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
29. **Clean Air, Clean Water, EPA Regulations.** Provider will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 USC 1251 to 1387), specifically including, but not limited to Section 508 (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, DHHS and the appropriate Regional Office of the Environmental Protection Agency.
30. **Energy Efficiency.** Provider will comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC 6201 et seq. (Pub. L. 94-163).
31. **Truth in Lobbying.** Provider certifies, to the best of the Provider’s knowledge and belief that: (i) no federal appropriated funds have been paid or will be paid, by or on behalf of Provider, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement; (ii) if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Provider will complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions; (iii) Provider will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly; (iv) this certification is a material representation of fact upon which reliance was placed when this Agreement and the OHP Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this

Agreement imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

32. **HIPAA.** The parties acknowledge and agree that each of OHA, Health Share, and the Provider 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). Provider will comply with HIPAA to the extent that any obligations arising under the Agreement are covered by HIPAA. Provider 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 OHP Contract and with HIPAA. Provider will comply with HIPAA and the following: (i) Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. Provider 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/>; (ii) Provider 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 State and federal laws and the terms and conditions of this Contract. Security incidents involving Member Information must be immediately reported to Health Share’s Compliance Officer; (iii) Provider 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 Provider to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or Enrollment information, authorizations or other electronic transaction, Provider shall execute an EDT Trading Partner Agreement with OHA and shall comply with the OHA EDT Rules; and (iv) If Provider reasonably believes that the Provider’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, Provider will promptly consult the Health Share Privacy officer. Provider, Health Share, or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.
33. **Resource Conservation and Recovery.** Provider will comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

34. **Audits.** Provider will comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled “Audits of States, Local Governments and Non-Profit Organizations.”
35. **Debarment and Suspension.** Provider represents and warrants that it is not, and that none of Provider’s employees, contractors, service providers, personnel or workforce members is not, listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Nonprocurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension.” (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549.
36. **Drug-Free Workplace.** Provider will comply with the following provisions to maintain a drug-free workplace: (i) Provider certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the counter medications, is prohibited in Provider’s workplace or while providing services to Clients. Provider’s notice will specify the actions that will be taken by Provider against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Provider’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in Paragraph (i) above; (iv) Notify each employee in the statement required by Paragraph (i) above, that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction; (v) Notify Health Share within 10 days after receiving notice under Paragraph (iv) above, from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of Paragraphs (i) through (vi) above; (viii) Require any Subcontractor to comply with Paragraphs (i) through (vii) above; (ix) Neither Provider, or any of Provider’s employees, officers, agents or Subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, “under the influence” means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Provider or Provider’s employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Provider or Provider’s employee, officer, agent or Subcontractor’s performance of essential job function or creates a direct threat to Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred

speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

37. **Pro-Children Act.** Provider will comply with the Pro-Children Act of 1994 (codified at 20 USC §6081 et seq.).
38. **Additional Medicaid and CHIP Requirements.** Provider will comply with all applicable federal and State laws and regulations pertaining to the provision of OHP Services under the Medicaid Act, Title XIX, 42 USC §1396 et seq., and CHIP benefits established by Title XXI of the Social Security Act, including without limitation the following: (i) Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving OHP assistance and shall furnish such information to any State or federal agency responsible for administering the OHP program regarding any payments claimed by such person or institution for providing OHP Services as the State or federal agency may from time to time request. 42 USC §1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3). (ii) Comply with all disclosure requirements of 42 CFR 1002.3(a); 42 CFR 455 Subpart (B); and 42 CFR 457.900(a)(2). (iii) Maintain written notices and procedures respecting Advance Directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 Subpart I. (iv) Certify when submitting any Claim for the provision of OHP Services that the information submitted is true, accurate and complete. Provider will acknowledge Provider's understanding that payment of the Claim will be from federal and State funds and that any falsification or concealment of a material fact may be prosecuted under federal and State laws. (v) Entities receiving \$5 million or more annually (under this Contract and any other OHP contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 USC § 1396a(a)(68).
39. **Agency-based Voter Registration.** If applicable, Provider will comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
40. **Clinical Laboratory Improvements.** Provider will ensure that any Laboratories use by Provider shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438 (Clinical Laboratories, which require that all laboratory testing sites providing services under the OHP Contract shall have either a Clinical Laboratory Improvement Amendments ("CLIA") certificate of waiver or a certificate of registration along with a CLIA identification number. Those Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.
41. **Advance Directives.** Provider will comply with 42 CFR Part 422.128 for maintaining written policies and procedures for Advance Directives. This includes compliance with 42 CFR 489, Subpart I "Advance Directives" and OAR 410-120-1380, which establishes, among other requirements the requirements for compliance with Section 4751 of the

Omnibus Budget Reconciliation Act of 1991 (“OBRA”) and ORS 127.649, Patient Self-Determination Act. Provider will maintain written policies and procedures concerning Advance Directives with respect to all adult Members receiving medical care by Provider. Provider will provide adult Members with written information on Advance Directive policies and include a description of Oregon law. The written information provided by Provider must reflect changes in Oregon law as soon as possible, but no later than 90 days after the effective date of any change to Oregon law. Provider must also provide written information to adult Members with respect to the following: (i) Their rights under Oregon law; and (ii) Provider’s policies respecting the implementation of those rights, including a statement of any limitation regarding the implementation of Advance Directives as a matter of conscience. (iii) Provider must inform Members that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

42. **Office of Minority, Women and Emerging Small Businesses.** If Provider lets any subcontracts, Provider will take affirmative steps to: include qualified small and minority and women’s businesses on solicitation lists, assure that small and minority and women’s businesses are solicited whenever they are potential sources, divide total requirements into smaller tasks or quantities when economically feasible so as to permit maximum small and minority and women’s business participation, establish delivery schedules when requirements permit which will encourage participation by small and minority and women’s businesses, and use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
43. **Practitioner Incentive Plans (“PIP”).** Provider may operate a Practitioner Incentive Plan only if no specific payment is made directly or indirectly under the plan to a Provider as inducement to reduce or limit Medically Appropriate Covered Services provided to a Member. Provider shall comply with all requirements of Exhibit H of the OHP Contract, Practitioner Incentive Plan Regulation Guidance, to ensure compliance with Sections 4204(a) and 4731 of the Omnibus Budget Reconciliation Act of 1990 that concern Practitioner Incentive Plans.
44. **Conflict of Interest Safeguards.** Provider will not recruit, promise future employment, or hire any DHS or OHA employee (or their relative or member of their household) who has participated personally and substantially in the procurement or administration of the OHP Contract as a DHS or OHA employee. Provider will not offer to any DHS or OHA employee (or any relative or member of their household) any gift or gifts with an aggregate value in excess of \$50 during a calendar year or any gift of payment of expenses for entertainment. “Gift” for this purpose has the meaning defined in ORS 244.020(6) and OAR 199-005-0001 to 199-005-0035. Provider will not retain a former DHS or OHA employee to make any communication with or appearance before OHA on behalf of Health Share in connection with the OHP Contract if that person participated personally and substantially in the procurement or administration of the OHP Contract as a DHS or OHA employee. If a former DHS or OHA employee authorized or had a significant role in the OHP Contract, Provider will not hire such a person in a position having a direct, beneficial, financial interest in the OHP Contract during the two-year period following that person’s termination from DHS or OHA. Provider will develop

appropriate policies and procedures to avoid actual or potential conflict of interest involving Members, DHS or OHA employees, and sub-contractors.

45. **Non-Discrimination.** Provider will comply with all federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (“ADA”) of 1990, and all amendments to those acts and all regulations promulgated thereunder. Provider will also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules. Provider will comply with, the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.
46. **Electronic Data Systems.** To the extent applicable, Provider will comply with the Outcome and Assessment Information Set (“OASIS”) reporting requirements and patient notice requirements for skilled services provided by Home Health Agencies, pursuant to CMS requirements published in 64 FR 3764, 64 FR 3748, 64 FR 23846, and 64 FR 32984, and such subsequent regulations as CMS may issue in relation to the OASIS program. Provider will also comply, as applicable, with all current requirements of OHA’s electronic data system to include OWITS Behavioral Electronic Health Records, enhanced data capture through OWITS EHR, Electronic Data Interchange/Transfer from existing EHR or the MOTS Client Data Entry, and the OHA Contracts and Payments System, or any successor data systems to the foregoing.
47. **Patient Rights Condition of Participation.** To the extent applicable, Provider will comply with, the Patient Rights Condition of Participation (“COP”) that hospitals must meet to continue participation in the Medicaid program, pursuant to 42 CFR Part 482. For purposes of this Contract, hospitals include short-term, psychiatric, rehabilitation, long-term, and children’s hospitals.
48. **Federal Grant Requirements.** The federal Medicaid rules establish that OHA is a recipient of federal financial assistance, and therefore is subject to federal grant requirements pursuant to 42 CFR 430.2(b). To the extent applicable to Provider or to the extent OHA requires Provider to supply information or comply with procedures to permit OHA to satisfy its obligations federal grant obligations or both, Provider must comply with the following parts of 45 CFR: (i) Part 74, including Appendix A (uniform federal grant administration requirements); (ii) Part 80 (nondiscrimination under Title VI of the Civil Rights Act); (iii) Part 84 (nondiscrimination on the basis of handicap); (iv) Part 91 (nondiscrimination on the basis of age); (v) Part 95 (Medicaid and CHIP federal grant administration requirements); and (vi) Provider will not expend any of the funds paid under this Contract for roads, bridges, stadiums, or any other item or service not covered under the OHP.
49. **Workers’ Compensation Coverage.** Provider 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).
50. **Conflicts.** Conflicts between the main body of the Agreement and this OHP Addendum will be resolved and controlled by this OHP Addendum.