

OHP Exhibit Oregon Health Plan Contract Provisions

PrimaryHealth of Josephine County, LLC (“Contractor”) has entered into a Health Plan Services Contract, Coordinated Care Organization Contract with the State of Oregon, acting by and through its Oregon Health Authority (“OHA”), Division of Medical Assistance Programs (“DMAP”) and Addictions and Mental Health Division (“AMH”) to provide and pay for Coordinated Care Services (the “OHP Contract”). The OHP Contract requires that the provisions in this Exhibit be included in any subcontracts and contracts with Providers who have entered into an agreement (the “Agreement”) to provide Covered Services to Enrollees of the Oregon Health Plan Medicaid managed care program (“Members”). This Exhibit is incorporated by reference into and made part of the Agreement between Oregon Health Management Services, Inc. (OHMS) and the provider of medical services there under (referred to herein as “Provider”), with respect to goods and services rendered under the agreement by Provider to Members. In the event of a conflict or inconsistency with any term or condition in the Agreement relating to goods and services rendered to Members who are enrolled in the Oregon Health Plan Medicaid managed care program, this Exhibit shall control.

Provider shall comply with the provisions in this Exhibit to the extent that they are applicable to the goods and services provided by Provider under the Agreement; provided, however, that the Agreement shall not terminate or limit Contractor’s legal responsibilities to OHA for the timely and effective performance of Contractor’s duties and responsibilities under the OHP Contract. Capitalized terms used in this Exhibit, but not otherwise defined in the Agreement shall have the same meaning as those terms in the OHP Contract, including definitions incorporated therein by reference.

1. OHA. To the extent any provision in the OHP Contract applies to Contractor with respect to the Work Contractor is providing to OHA through the Agreement, that provision shall be incorporated by reference into the Agreement and shall apply equally to Provider.

2. Termination for Cause. In addition to pursuing any other remedies allowed at law or in equity or by the Agreement, Provider’s participation the OHP Contract may be terminated by Contractor, or Contractor may impose other sanctions against Provider, if Provider’s performance is inadequate to meet the requirements of the OHP Contract.

3. Monitoring. Provider agrees that OHA is authorized to monitor compliance with the requirements in the Statement of Work under the OHP Contract and that methods of monitoring compliance may include review of documents submitted by Provider, OHP Contract performance review, Grievances, on-site review of documentation or any other source of relevant information.

4. Hold Harmless. Provider shall not hold OHA nor a Member receiving services liable for any costs or charges related to Contractor-authorized Covered Services rendered to a Member whether in an emergency or otherwise. Furthermore, Provider shall not hold a Member liable for any payments for any of the following: (a) Contractor’s or Provider’s debt due to Contractor’s or Provider’s insolvency; (b) Coordinated Care Services authorized or required to be provided under the OHP Contract and the Agreement to a Member, for which (i) OHA does not pay Contractor; or (ii) Contractor does not pay Provider for Covered Services rendered to a Member as set forth in the Agreement; and (c) Covered Services furnished pursuant to the Agreement to the extent that those payments are in excess of the amount that the Member would owe if Contractor provided the services directly. Provider may not initiate or maintain a civil action against a Member to collect any amounts owed by the Contractor for which the Member is not liable to the Provider under the Agreement. Nothing in this paragraph 5 shall impair the right of the Provider to charge, collect from, attempt to collect from or maintain a civil action against a Member for any of the following: (a) deductible, copayment, or coinsurance amounts, (b) health services not covered by the Contractor or the OHP Contract, and (c) health services rendered after the termination of the Agreement, unless the health services were rendered during the confinement in an

inpatient facility and the confinement began prior to the date of termination of the Agreement or unless the Provider has assumed post-termination treatment obligations under the Agreement.

5. Continuation. Provider shall continue to provide Covered Services during periods of Contractor insolvency or cessation of operations through the period for which CCO Payments were made to Contractor.

6. Billing and Payment. Provider shall 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 410-141-0420.

7. Reports. Provider shall provide timely access to records and facilities and cooperate with OHA in collection of information through consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with the OHP Contract, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes.

8. Quality Improvement. In conformance with 42 CFR 438 Subpart E, Provider shall 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, Services provided under the OHP Contract.

9. Access to Records. Provider shall 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 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 the OHP Contract (the "Records") in such a manner to clearly document Provider's performance. Provider shall provide timely and reasonable access to Records to: (a) OHA; (b) the Secretary of State's Office; (c) CMS; (d) the Comptroller General of the United States; (e) the Oregon Department of Justice Medicaid Fraud Control Unit; and (g) all their duly authorized representatives, to perform examinations and audits, make excerpts and transcripts, and evaluate the quality, appropriateness and timeliness of services performed. Provider shall, upon request and without charge, provide a suitable work area and copying capabilities to facilities for such a review or audit. Provider shall retain and keep accessible all Records for the longer of: (a) six years following final payment and termination of the OHP Contract; (b) the period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or (c) until the conclusion of any audit, controversy or litigation arising out of or related to the OHP Contract. The rights of access in this paragraph 9 are not limited to the required retention period, but shall last as long as the Records are retained.

10. Clinical Records and Confidentiality of Member Records. Provider shall comply with Contractor's policies and procedures that ensure maintenance of a record keeping system that includes maintaining the security of records as required by the Health Insurance Portability and Accountability Act, 42 USC 1320d et. seq., and the federal regulations implementing the Act ("HIPAA"), and complete Clinical Records that document the Coordinated Care Services received by the Members. Contractor shall regularly monitor Provider's compliance with these policies and procedures and Provider shall be subject to and comply with any Corrective Action taken by Contractor that is necessary to ensure Provider compliance.

11. Reporting of Abuse. Provider shall 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 Administrative Rules. In addition, Provider shall 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.

12. Fraud and Abuse. Provider shall comply with Contractor's fraud and Abuse policies to prevent and detect fraud and Abuse activities as such activities relate to the OHP, and shall promptly refer all suspected cases of fraud and Abuse to the Contractor and the Medicaid Fraud Control Unit ("MFCU"). Provider shall permit the MFCU or OHA or both to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of Provider, as required to investigate an incident of fraud and Abuse. Provider shall cooperate with the MFCU and OHA investigator during any investigation of fraud and Abuse. Provider shall provide copies of reports or other documentation regarding any suspected fraud at no cost to MFCU or OHA during an investigation

13. Certification. Provider certifies that all Claims data submissions by the Provider, either directly or through a third party submitter, is and will be accurate, truthful and complete in accordance with OAR 410-141-3320 and OAR 410-120-1280.

14. Mental Health Services and Substance Use Disorder Services.

14.1. *Client Process Monitoring System Data.* If Provider provides Mental Health Services and/or substance use disorder services, Provider shall provide to AMH within 30 days of Member admission or discharge all the information required by AMH's most current publication of "Client Process Monitoring System."

14.2. *Community Services.* If Provider provides substance use disorder services, Provider shall provide to Members, 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.

14.3. *Training.* Where Provider provides substance use disorder services and evaluates Members for access to and length of stay in substance use disorder services, Provider represents and warrants that it has the training and background in substance use disorder services and working knowledge of American Society of Addiction Medicine Patient Placement Criteria for the Treatment of Substance-Related Disorders, Second Edition-Revised (PPC-2R).

15. State Provisions. Provider shall comply with all State and local laws, rules, regulations, executive orders and ordinances applicable to the OHP Contract or to the performance of Work under the Agreement, including but not limited to the following: (a) ORS Chapter 659A.142; (b) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations; (c) OHA rules pertaining to the provision of prepaid capitated health care and services, OAR Chapter 410, Division 141; and (d) all other OHA Rules in OAR Chapter 410. These laws, rules, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the OHP Contract and required by law to be so incorporated. Provider shall, to the maximum extent economically feasible in the performance of the Agreement pertinent to the OHP Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled products" is defined in ORS 279A.010(1)(ii)).

16. Americans with Disabilities Act. In compliance with the Americans with Disabilities Act of 1990, any written material that is generated and provided by Provider under the OHP Contract to Members, including Medicaid-Eligible Individuals, shall, at the request of such individuals, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. Provider shall not be reimbursed for costs incurred in complying with this provision.

17. Information/Privacy/Security/Access. If the items or services provided under the Agreement permits 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 Contractor access to such OHA Information Assets or Network and Information Systems, Provider shall comply with OAR 407-014-0300 through OAR 407-014-0320.

18. Governing Law, Consent to Jurisdiction. The OHP Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between the OHA (or any other agency or department of the State of Oregon) and Provider that arises from or relates to the OHP Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court of the District of Oregon. In no event shall this paragraph be construed as a waiver of the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. PROVIDER, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. Independent Contractor.

19.1. *Not an Employee of the State.* Provider represents and warrants that it is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

19.2. *Current Work for State or Federal Government.* If Provider is currently performing work for the State of Oregon or the federal government, Provider by signature to the Agreement represents and warrants that Provider's Work to be performed under the Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Provider currently performs work would prohibit Provider's work under the Agreement or the OHP Contract. If compensation under the Agreement is to be charged against federal funds, Provider certifies that it is not currently employed by the federal government.

19.3. *Taxes.* Provider shall be responsible for all federal and State of Oregon taxes applicable to compensation paid to Provider under the Agreement, and unless Provider is subject to backup withholding, OHA and Contractor will not withhold from such compensation any amount to cover Provider's federal or State tax obligations. Provider shall not be eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Provider under the Agreement, except as a self-employed individual.

19.4. *Control.* Provider shall perform all Work as an independent contractor. Provider understands that OHA reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, OHA may not and will not control the means or manner of Provider's performance. Provider is responsible for determining the appropriate means and manner of performing the Work delegated under the Agreement.

20. Representations and Warranties. Provider represents and warrants to Contractor that: (a) Provider has the power and authority to enter into and perform the Agreement; (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Provider enforceable in accordance with its terms, (c) Provider has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Provider will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Provider's industry, trade or profession; and (d) Provider shall, at all times during the term of the Agreement, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in

this paragraph are in addition to, and not in lieu of, any other warranties provided.

21. Assignment, Successor in Interest. Provider shall not assign or transfer its interest in the Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other matter, without prior written consent of Contractor. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Contractor and OHA may deem necessary, including but not limited to Exhibit B, Part 8, Section 14 of the OHP Contract. No approval by Contractor of any assignment or transfer of interest shall be deemed to create any obligation of Contractor in addition to those set forth in the Agreement. The provisions of the Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

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

23. Limitations of Liabilities. Provider agrees that OHA and Contractor shall not be held liable for any of Provider's debts or liabilities in the event of insolvency.

24. Compliance with Federal Laws. Provider shall comply with federal laws as set forth or incorporated, or both, in the OHP Contract and all other federal laws applicable to Provider's performance relating to the OHP Contract or the Agreement. For purposes of the OHP Contract and the Agreement, all references to federal laws are references to federal laws as they may be amended from time to time. In addition, unless exempt under 45 CFR Part 87 for Faith-Based Organizations, or other federal provisions, Provider shall comply with the following federal requirements to the extent that they are applicable to the OHP Contract and the Agreement:

24.1. *Federal Provisions.* Provider shall comply with all federal laws, regulations, and executive orders applicable to the OHP Contract or to the delivery of Work under the Agreement. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the OHP Contract and the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of community mental health programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the OHP Contract and the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

24.2. *Equal Employment Opportunity.* If the OHP Contract, including amendments, is for more than \$10,000, then Provider shall 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).

24.3. *Clean Air, Clean Water, EPA Regulations.* If the OHP Contract, including amendments, exceeds \$100,000 then Provider shall 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, the U.S. Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Provider shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the Provider to comply with the federal laws identified in this subparagraph.

24.4. *Energy Efficiency.* Subcontractor shall 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).

24.5. *Truth in Lobbying.* Provider certifies, to the best of the Provider's knowledge and belief that:

a. 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.

b. 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, the Provider shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. Provider shall 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.

24.6. *HIPAA Compliance.* Provider acknowledges and agrees that Contractor is a "covered entity" for purpose of the privacy and security provisions of HIPAA. Accordingly, Provider shall comply with HIPAA and the following:

a. Individually Identifiable Health Information ("IIHI") about specific individuals is protected from unauthorized use or disclosure consistent with the requirement of HIPAA. IIHI relating to specific individuals may be exchanged between Provider and Contractor and between Provider and OHA for purposes directly related to the provision of services to Members which are funded in whole or in part under the OHP Contract. However, Provider shall not use or disclose any IIHI about specific individuals in a manner that would violate (i) the HIPAA Privacy Rules in CFR Parts 160 and 164; (ii) the OHA Privacy Rules, OAR 407-014-0000 et.seq., or (iii) the OHA 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.

b. Provider shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rule in 45 CFR Part 164 to ensure that Member Information is 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 the OHP Contract and the Agreement. Security incidents involving Member Information must be immediately reported to the Contractor's

privacy officer and to the Oregon Department of Human Services' ("DHS") Privacy Officer.

c. Provider shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS Electronic Data Transmission Rules, OAR 410-001-0000 through 410-001-0200. If Contractor intends to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or enrollment information, authorizations or other electronic transactions, Provider shall comply with OHA Electronic Data Transmission Rules.

d. If Provider reasonably believes that the Contractor'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 shall promptly consult Contractor or the OHA HIPAA officer.

24.7. *Resource Conservation and Recovery.* Provider shall 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.

24.8. *Audits.* Provider shall 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."

24.9. *Debarment and Suspension.* Provider represents and warrants that it is not excluded by the U.S. Department of Health and Human Services Office of the Inspector General or 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."

24.10. *Drug-Free Workplace.* Provider shall comply with the following provisions to maintain a drug-free workplace:

a. 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 Members. Provider's notice shall specify the actions that will be taken by Provider against its employees for violation of such prohibitions;

b. 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;

c. Provide each employee to be engaged in the performance of services under the Agreement a copy of the statement mentioned in subparagraph 24.10.a above;

d. Notify each employee in the statement required by subparagraph 24.10.a that, as a condition of employment to provide services under the OHP Contract 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;

e. Notify OHA and Contractor within ten days after receiving notice under

subparagraph 24.10.d from an employee or otherwise receiving actual notice of such conviction;

f. 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;

g. Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs 24.10.a through 24.10.f;

h. Require any subcontractor to comply with subparagraphs 24.10.a through 24.10.g;

i. Neither Provider, nor any of Provider's employees, officers, agents or subcontractors may provide any service required under the 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 Members 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;

j. Violation of any provision of this subparagraph 24.10 may result in termination of Provider's participation in the OHP Contract.

24.11. *Pro-Children Act.* Provider shall comply with the Pro-Children Act of 1994 (codified at 20 USC Section 6081 et. seq.).

24.12. *Clinical Laboratory Improvements.* Provider and any laboratories used by Provider shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438, 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. Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of the waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

24.13. *OASIS.* To the extent applicable, Provider shall 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 the 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.

24.14. *Patient Rights Condition of Participation.* To the extent applicable, Provider shall comply with the Patient Rights Condition of Participation that hospitals must meet to continue participation in the Medicaid program, pursuant to 42 CFR Part 482. For purposes of this Exhibit, hospitals include short-term, psychiatric, rehabilitation, long-term, and children's hospitals.

24.15. *Federal Grant Requirements.* Provider shall not expend any of the funds paid under the Agreement for any item or service not covered under the Oregon Health Plan ("OHP").

24.16. *Title II of the Americans with Disabilities Act.* Provider shall 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.

24.17. *Disclosure of Business Transactions.* Provider shall provide within 35 days of a request by the Secretary, OHA, or Contractor full and complete information regarding: (a) Provider's ownership of any subcontractor with whom Provider has had business truncations totaling more than \$25,000 during the 12-month period prior to the date of the request; and (b) any significant business transaction between the Provider and any wholly owned supplier, or between the Provider and any subcontractor, during the 5-year period ending on the date of the request. A significant business transaction means any business transaction or series of transactions that, during any one fiscal year, exceed the lesser of \$25,000 and 5 percent of a Provider's total operating expenses. (See 42 CFR § 455.101 and § 455.105).

25. *Marketing.* Provider shall not initiate contact nor Market independently to potential Clients, directly or through any agent or independent contractor, in an attempt to influence an OHP Client's Enrollment with Contractor, without the express written consent of OHA. Provider shall not conduct, directly, door-to-door, telephonic, mail, electronic, or other Cold Call Marketing practices to entice a Client to enroll with Contractor, or to not enroll with another OHP contractor. Provider shall not seek to influence an Client's Enrollment with the Contractor in conjunction with the sale of any other insurance. Furthermore, Provider understands that OHA must approve, prior to distribution, any written communication by Provider that (a) is intended solely for Members, and (b) pertains to provider requirements for obtaining coordinated care services, care at service site or benefits. Notwithstanding anything to the contrary in this paragraph 25, Provider may post a sign listing all OHP Coordinated Care Organizations to which Provider belongs and display Coordinated Care Organization-sponsored health promotional materials.

26. *Workers' Compensation Coverage.* If Provider employs subject workers, as defined in ORS 656.027, then Provider shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirements for an exemption under ORS 656.126(2).

27. *Third Party Resources.*

27.1. *Provision of Covered Services.* Provider may not refuse to provide Covered Services to a Member because of a Third Party Resource's potential liability for payment for the Covered Services.

27.2. *Reimbursement.* Provider understands that where Medicare and Contractor 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. In addition, if a Third Party has reimbursed Provider, or if a Member, after receiving payment from a Third Party Liability, has reimbursed Provider, the Provider shall reimburse Medicare up to the full amount the Provider received, if Medicare is unable to recover its payment from the remainder of the Third Party Liability payment.

27.3. *Confidentiality.* When engaging in Third Party Resource recovery actions, Provider shall comply with federal and State confidentiality requirements, described in Exhibit E of the OHP Contract.

27.4. *No Compensation.* Except as permitted by the OHP Contract including Third Party Resources recovery, Provider may not be compensated for Work performed under the OHP Contract from any other department of the State, nor from any other source including the federal government.

27.5. *Third Party Liability.* Provider shall maintain records of Provider's actions related to Third Party Liability recovery, and make those records available for Contractor and OHA review.

27.6. *Right of Recovery.* Provider shall 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 Contractor or Provider.

27.7. *Disenrolled Members.* If OHA retroactively disenrolls a Member at the time the Member acquired Third Party Liability insurance, pursuant to OAR 410-141-3080(2)(b)(D) or 410-141-3080(3)(a)(A), Provider may not seek to collect from a Member (or any financially responsible Representative) or any Third Party Liability, any amounts paid for any Covered Services provided on or after the date of Disenrollment.

28. *Preventive Care.* Where Provider provides Preventive Care Services, all Preventive Care Services provided by Provider to Members shall be reported to Contractor and shall be subject to Contractor's Medical Case Management and Record Keeping responsibilities.

29. *Care Coordination.* Provider shall communicate and coordinate care with 'patient-centered primary care homes' in a timely manner using electronic health information technology when and as available, in accordance with Contractor policies and procedures. Provider shall maintain individualized care plans to the extent feasible for each Member, in order to address the supportive, therapeutic, cultural and linguistic health of each Member, particularly those with intensive care coordination needs, in accordance with Contractor policies and procedures.

30. *Accessibility.*

30.1. *Timely Access, Hours.* Provider shall 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 that Provider offer hours of operation that are not less than the hours of operation offered to Contractor's commercial members (as applicable) and non-Members as provided in OAR 410-141-3220.

30.2. *Special Needs.* Provider and Provider's facilities shall meet the special needs of Members who require accommodations because of a disability or limited English proficiency.

31. *Member Rights.*

31.1. *Treating Members with Respect and Equality.* Provider shall treat each Member with respect and with due consideration for his or her dignity and privacy. In addition, Provider shall treat each Member the same as other patients who receive services equivalent to Covered Services.

31.2. *Information on Treatment Options.* Provider shall ensure that each Member receives information on available treatment options and alternatives in a manner appropriate to the Member's condition and ability to understand.

31.3. *Participation Decisions.* Provider shall allow each Member to participate in decisions regarding his or her healthcare, including the right to refuse treatment, and decisions regarding coordination of follow up care.

31.4. *Copy of Medical Records.* Provider shall ensure that each Member is allowed to request and receive a copy of his or her medical records and request that they be amended or corrected as specified in 45 CFR 164.524 and 164.526.

31.5. *Exercise of Rights.* Provider shall ensure that each Member is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the Provider, its staff, its subcontractors, its Participating Providers, or OHA treat the Member.

32. Grievance System. Provider shall cooperate with DHS's Governor's Advocacy Office, the OHA Ombudsman and hearing representatives in all of the OHA's activities related to Members' grievances, appeals and hearings including providing all requested written materials.

33. Authorization of Service. Provider shall follow Contractor's procedures for the initial and continuing authorizations for services as defined in OAR 410-141-0000, which requires that any decision to deny a service authorization request or to authorize a service in an amount, duration or scope that is less than requested, be made by a Health Care Professional who has appropriate clinical expertise in treating the Member's health or mental health condition or disease in accordance with 42 CFR 438.210. In addition, Provider must obtain authorization for Covered Services from Contractor, except to the extent prior authorization is not required in OAR 410-141-2420 or elsewhere in the OHP Contract Statement of Work.

34. Conflicts of Interest. In addition to the conflicts of interest provisions of Paragraph 19.2 and 24.17 Provider shall abide by the Conflict of Interest Safeguards of the OHP Contract including:

34.1. *Hiring*. Provider shall 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.

34.2. *Gifts*. Provider shall 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.

34.3. *Communication with OHA*. Provider shall not retain a former DHS or OHA employee to make any communication with or appearance before OHA on behalf of Provider in connection with services provided under 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.

34.4. *Restricted Period*. If a former DHS or OHA employee authorized or had a significant role in the OHP Contract, Provider shall not hire such a person in a position having a direct, beneficial, financial interest in services provided under the OHP Contract during the two-year period following that person's termination from DHS or OHA.

34.5. *Policies and Procedures*. Provider shall develop appropriate policies and procedures to avoid actual or potential conflict of interest involving Members, DHS or OHA employees, and sub-contractors consistent with the policies required under the OHP Contract.

35. Non-Discrimination. Provider shall not discriminate between Members and non-OHP persons as it relates to benefits and services to which they are both entitled.

36. Record Keeping System. Provider shall, based on written policies and procedures, develop and maintain a record keeping system that: (a) includes sufficient detail and clarity to permit internal and external review to validate encounter submissions and to assure Medically Appropriate services are provided consistent with the documented needs of the Member; (b) conforms to accepted professional practice; and (c) allows the Provider to ensure that data submitted to Contractor is accurate and complete by: (i) verifying the accuracy and timeliness of reported data; (ii) screening the data for completeness, logic, and consistency; and (iii) collecting service information in standardized formats to the extent feasible and appropriate.

37. Enrollment; Unique Provider Identification Number. Each of Provider's Physicians and other qualified providers, if any, shall be enrolled with OHA and have a unique provider identification number that complies with 42 USC 1320d-2(b).

38. Accreditation. If Provider programs or facilities that are not required to be licensed or certified by a State of Oregon board or licensing agency, then such programs or facilities operated by Provider shall be accredited by nationally recognized organizations recognized by OHA for the services provided or The Joint Commission where such accreditation is required by OHA rule to provide the specific service or program.

39. Advocacy. Except as provided in the OHP Contract, Contractor shall not prohibit or otherwise limit or restrict Provider acting within the lawful scope of practice, from advising or advocating on behalf of a Member, who is a patient of the professional, for the following: (a) for the Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered, that is Medically Appropriate even if such care or treatment is not covered under the OHP Contract or is subject to Co-Payment; (b) any information the Member needs in order to decide among relevant treatment options; (c) the risks, benefits, and consequences of treatment or non-treatment; and (d) the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

40. Health Information Technology. Provider shall comply with Contractor's policies and procedures relating to electronic health information exchange to support the exchange of patient health information among Participating Providers. Provider shall be: (a) registered with a statewide or local Direct-enabled Health Information Service Provider (HISP); or (b) a member of an existing Health Information Organization (HIO) with the ability for providers on any EHR system (or with no EHR system) to be able to share electronic information with any other provider within Contractor's network.

41. No Actions. Provider represents and warrants that neither the state nor federal government has brought any past or pending investigations, legal actions, administrative actions, or matters subject to arbitration involving Provider, including key management or executive staff, over the past three years on matters relating to payments from governmental entities, both federal and state, for healthcare or prescription drug services.

42. Notice of Termination. Provider acknowledges and agrees that Contractor will provide written notice of the termination of Provider's agreement with Contractor to provide Covered Services to Members, within 15 days of such termination, to each Member who received his or her primary care from, or was seen on a regular basis by, Provider.

43. Subrogation. Provider agrees to subrogate to OHA any and all claims the Contractor or 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.

44. Stop-Loss Documentation. If Provider participates in a Practitioner Incentive Plan under the Agreement that places Provider at Substantial Financial Risk, Provider shall submit stop-loss documentation to Contractor in accordance with Contractor's policies and procedures.