



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of February 17, 2016

DATE: February 8, 2016

FROM: Nancy Mooney, Contract Specialist Phone: 322-7516
Health Services, Behavioral Health Division

TITLE OF AGENDA ITEM:

Consideration of Board Signature of Document #2016-117, Agreement between PacificSource Community Solutions, Inc. and Deschutes County Health Services (DCHS).

PUBLIC HEARING ON THIS DATE? No

BACKGROUND AND POLICY IMPLICATIONS:

Pacific Source Community Solutions, Inc., (PSCS) delivers healthcare solutions to businesses and individuals throughout the Northwest and is an independent, wholly-owned subsidiary of PacificSource Health Plans a non-profit community health plan. PSCS has been providing Medicaid plans to Oregonians since 1995 and currently offers Oregon Health Plans (OHP) coverage to individuals who need help through the PacificSource Coordinated Care Organization (CCO).

Deschutes County Health Services was formed in 2009 as a consolidation of the County's Health Department and Mental Health Department. The department offers services at more than forty (40) locations in Deschutes County including public schools; health clinics in Bend, La Pine, Redmond and Sisters; five school-based health clinics; agencies such as the KIDS Center and the State of Oregon Department of Human Services; area hospitals; care facilities and homes. Deschutes County Health Services is an equal opportunity service provider.

PacificSource Community Solutions, Inc. (PSCS) is contracting with Deschutes County Health Services as a Community Mental Health Program (CMHP). Deschutes County Health Services will provide treatment to Oregon Health Plan (OHP) members for mental health, mental illness, addiction disorders and substance use disorders. Deschutes County Health Services will be paid a monthly capitation payment, an incentive payment for meeting performance measures and fee for service payments for services rendered by non-CMHP providers.

Throughout the term of this Agreement, Deschutes County Health Services, Behavioral Health Division will:

1. Ensure accessibility of services;
2. Complete a behavioral health system needs assessment and improvement plan for Central Oregon;
3. Create a structure and system of regular communication to address issues critical to the behavioral health system including contract performance, fiscal position, system planning, maintenance and development;
4. Provide Outpatient Substance Use Disorder, Mental Health Services and Supports, Rehabilitative Services, and Crisis Services;
5. Provide care coordination for covered and non-covered services.

6. Develop a Performance Measurement Program that will include data, tracking, services and systems.

FISCAL IMPLICATIONS:

Compensation is based on capitation, incentive payment for performance measures and fee for service. Maximum compensation is not anticipated to exceed \$10,000,000.

RECOMMENDATION & ACTION REQUESTED:

Behavioral Health requests approval.

ATTENDANCE: Jane Smilie, Director

DISTRIBUTION OF DOCUMENTS:

Executed copies to: Nancy Mooney, Contract Specialist, Health Services

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

Date: February 4, 2016

Department: Health Services, Behavioral Health

Contractor/Supplier/Consultant Name: PacificSource Community Solutions, Inc.

Contractor Contact: Kirk Dantzman **Contractor Phone #:** 503-210-2523

Type of Document: Agreement for Services

Goods and/or Services: PacificSource Community Solutions, Inc. (PSCS) is contracting with Deschutes County Health Services as a Community Mental Health Program (CMHP). Deschutes County Health Services will provide treatment to Oregon Health Plan (OHP) members for mental health, mental illness, addiction disorders and substance use disorders. Deschutes County Health Services will be paid a monthly capitation payment, an incentive payment for meeting performance measures and fee for service payments for services rendered by non-CMHP providers.

Background & History: PSCS delivers healthcare solutions to businesses and individuals throughout the Northwest and is an independent, wholly-owned subsidiary of PacificSource Health Plans, a non-profit community health plan. PSCS has been providing Medicaid plans to Oregonians since 1995 and currently offers Oregon Health Plans (OHP) coverage to individuals who need help through the PacificSource Coordinated Care Organization (CCO).

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5. Provide care coordination for covered and non-covered services.
6. Develop a Performance Measurement Program that will include data, tracking, services and systems.

Starting Date: Ending Date:

Annual Value or Total Payment: Compensation is based on capitation, incentive payment for performance measures and fee for service; not anticipated to exceed \$10,000,000.

Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget?) Yes No

If **No**, has budget amendment been submitted? Yes No

Is this a Grant Agreement providing revenue to the County? Yes No

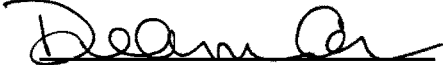
Special conditions attached to this grant:


Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: Yes No

Contact information for the person responsible for grant compliance: Name:
Phone #:

Departmental Contact and Title:
Phone #:

Deputy Director Approval:  2-10-16
Signature Date

Department Director Approval:  2/10/16
Signature Date

Distribution of Document: Return originals to Nancy Mooney.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number 2016-117

REVIEWED

LEGAL COUNSEL



PacificSource

Community Solutions

COMMUNITY MENTAL HEALTH PROGRAM AGREEMENT

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COMMUNITY MENTAL HEALTH PROGRAM AGREEMENT

This Community Mental Health Program Agreement (“Agreement”) is made and entered into as of January 1, 2016 (“Commencement Date”) by and between PacificSource Community Solutions, Inc., an Oregon corporation (“Plan”), and the Community Mental Health Programs for Central Oregon CCO, (“CMHPs”); individually referred to as “CMHP”.

WHEREAS, Plan is a company contracted with the State of Oregon, acting by and through the Oregon Health Authority (“OHA”), Division of Medical Assistance Programs (“DMAP”), to implement and administer services under the Oregon Health Plan in Deschutes, Jefferson, Crook, and northern Klamath Counties (the “Service Area”).

WHEREAS, as a CCO, Plan will provide, coordinate, and manage health care for Oregon Health Plan members (“Members”) in its Service Area.

WHEREAS, Plan has determined that there is a need for assistance as pertains to provision, coordination and management of Behavioral Health services for its Members. “Behavioral Health” means mental health, mental illness, addiction disorders, and substance use disorders as defined in Oregon Administrative Rule (OAR) 410-120-0000.

WHEREAS, Plan desires to contract with CMHP to have CMHP provide, coordinate, and manage Behavioral Health services for Members residing in the Deschutes, Jefferson, Crook, and northern Klamath Counties, and CMHP desires to coordinate and manage such services in accordance with OAR 410-172-0660 through 410-172-0670.

WHEREAS, the parties intend that should any reasonable ambiguity arise in the interpretation of a provision of this Agreement, the provision shall be construed to be consistent within the legal requirements of the Oregon Health Plan or other legal requirements, as applicable.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and subject to the conditions and limitations set forth in this Agreement, and for the mutual reliance of the parties in this Agreement, the parties hereby agree as follows:

1. SUBCONTRACTED WORK

Plan retains CMHPs to coordinate and provide Behavioral Health services for its Members in accordance with the terms of this Agreement. Those services shall include, but not be limited to, the following: (a) performing the obligations described in the Exhibit 1, Statement of Work attached hereto (b) performing any tasks and duties as reasonably requested by Plan to ensure Plan's compliance with the Oregon Health Authority; (c) ensuring the accessibility of Behavioral Health services for Members within the scope of Exhibits and (d) providing related services which are authorized by Plan, all of which are collectively identified and defined as "Statement of Work." CMHP agrees to render all services pursuant to the terms of this Agreement and the Contract, and in accordance with accepted standards of care and all applicable laws, government regulations, and other instructions or documentation submitted to CMHP by Plan in relation to this Agreement.

2. COMPENSATION

2.1. CMHP Capitation

CMHP will be paid a monthly capitation payment for each assigned member in accordance with the compensation schedule attached hereto as Exhibit 6 to provide, manage, and coordinate Behavioral Health Services and delegated administrative duties. Total monthly capitation paid to CMHP may fluctuate with

membership fluctuations in each Rate Category, consistent with the revenue components listed in Exhibit 6. CMHPs and Plan will discuss Plan's actuarial methodology dated 12/18/15 and by 3/1/2016 adjust rates for the time period 7/1/2016 – 12/31/2016 if necessary.

The Parties acknowledge that compensation may change based on the accuracy of the data provided by the OHA. In the event of a revision of premium levels by OHA by a net amount of plus or minus two percent (+/- 2%) for Members during the Term of this Agreement, Plan will notify CMHP of such revision in writing, and the Parties will enter into a renegotiation of rates consistent with any new premium levels and amend Exhibit 6. In the event the Parties are unable reach agreement on an amendment to Exhibit 6, then either Party may terminate this Agreement in accordance with Section 7.

2.2. CMHP Incentive Measure Withhold

The CMHP capitation payment will have a five percent (5%) withhold. On a quarterly basis, Plan will provide performance reports to CMHPs on the measures outlined in Exhibit 3, Performance Measurement Program. Settlement will occur on an annual basis.

2.3. Fee for Service Payment

Behavioral Health services rendered by non-CMHP providers, both contracted and non-contracted, or services rendered by the member's non-assigned CMHP will be paid on a Fee for Service (FFS) payment in accordance with the compensation schedule attached hereto as Exhibit 6. FFS payment will be based on a percentage of the current DMAP Behavioral Health Fee Schedule subject to Plan's prior-authorization policies.

2.4. Fee for Service Payment Holdback

Plan will hold back a portion of the capitation payment for the purpose of making FFS payments as described in 2.3. The percent of the capitation payment to be held back will be based on prior claims experienced and may be different for each CMHP based on the claims experience of members attributed to each CMHP. Plan will provide quarterly data to CMHPs comparing claims experience to hold back amounts. In the event claims experience, including a projection to account for claims lag, is less than the hold back amount, the remainder will be distributed to CMHP proportionate to holdback, with each CMHP receiving a share proportionate to their holdback. In the event the Plan claims experience, with projection for claims lag, is greater than the hold back,

CMHPs will provide payment to Plan, proportionate to each CMHPs attributed members' claims.

3. HIPAA, FEDERAL, AND STATE PRIVACY COMPLIANCE

CMHP will comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as relates to HIPAA, including but not limited to: (a) Privacy and Security of Individually Identifiable Health Information; (b) Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA; and (c) Individually Identifiable Health Information relating to specific individuals may be exchanged between Plan and the Oregon Health Authority for purposes directly related to the provision of services to Members. Since CMHP will have access to personally identifiable patient health information, CMHP agrees to enter into and abide by Plan's Business Associate Agreement.

4. DOCUMENTATION

Unless otherwise authorized by Plan, CMHP must submit necessary documentation to Plan in order to perform and to continue to perform Subcontracted Work under this Agreement, including but not limited to: (a) this executed Agreement; (b) upon request of Plan, copies of the licensure and/or certification(s), (c) upon request of Plan, certificates of insurance (defined in section 1.4), and (d) other documentation that Plan may deem reasonably necessary.

5. RECORDS

CMHP shall complete all records and reports in a timely manner, including such records and reports reasonably requested by Plan to ensure Plan's and/or CMHP's compliance with all applicable federal and state laws and regulations and/or the Contract. All such records and reports shall be prepared in accordance with the requirements of the Contract, this Agreement and all applicable federal and state laws and regulations.

6. TERM AND TERMINATION

This term of this Agreement shall begin on the commencement date and shall continue for an initial term of two (2) years and will expire at 11:59 P.M. Pacific Standard Time on December 31, 2017. Thereafter, this Agreement may be renewed only in a writing signed by both Parties, and on such terms as the Parties may mutually agree.

6.1. Termination Without Cause

Plan may terminate this agreement at any time with CMHPs or an individual CMHP with a 120 day written notice to the addresses listed in this agreement. CMHPs or an individual CMHP may terminate this Agreement at any time with a 120 day written notice to Plan at the address provided in this Agreement. In the event CMHP seeks to terminate this Agreement, CMHP will continue to provide the services specified in this Agreement through the 120 day period following notice to Plan of intent to terminate. Behavioral Health services shall be provided at the compensation level defined in the attached Exhibit 6, or any subsequent amendment to Exhibit 6 as is in effect immediately preceding the CMHP notice of its intention to terminate. Plan reserves the right to terminate this Agreement immediately in the event the Contract is terminated, expires, the Oregon legislature fails to provide funding for the services in this Agreement, or in the event that CMHP materially breaches the terms of this Agreement, or CMHP fails to resolve issues identified through the corrective action process.

6.2. Corrective Action Plans

Plan, in its sole discretion, may determine that CMHPs' performance of obligations, duties and responsibilities under the terms of this Agreement is deficient. In reaching that conclusion, Plan may, but is not required to consider third-party audit or other formal review results, peer review results, quality measures, written or oral feedback from members or patients, and any other issues which may be identified by Plan. If Plan determines CMHPs' performance is deficient for any reason, but that such deficiency does not constitute a Material Breach of the terms of this Agreement, Plan may institute a corrective action plan ("CAP") subject to internal review. Plan will notify CMHP of the terms of the CAP and will provide a CAP reporting template. CMHP shall have thirty (30) days to resolve the CAP to Plan's satisfaction. Failure to resolve the CAP shall constitute a Material Breach by CMHP, and Plan may terminate this Agreement immediately.

6.3. Termination with Cause upon Notice

Plan, CMHP, or an individual CMHP may terminate this Agreement, at any time and with immediate effect upon written notice, in the event CMHP is responsible for a Material Breach of its obligations, duties and responsibilities under this Agreement. A Material Breach shall include, but not be limited to the following; (a) any failure to perform one of the terms of this Agreement that is significant enough in Plan's sole estimation to make remediation unlikely or impossible, (b) any failure to cooperate with an authorized third-party audit, (c) any failure by CMHP or individual CMHP to perform under this Agreement which adversely affects Plan's ability to perform its duties and obligations under its contract with

the Oregon Health Authority, or (d) the failure of CMHP to successfully comply with the terms of a CAP.

7. CONFIDENTIAL INFORMATION

As used in this Agreement, the term “Confidential Information” means (a) proprietary information of the Plan, (b) information marked or designated by the Plan as confidential, (c) information, whether or not in written form and whether or not designated as confidential, that is known to CMHP as being treated by the Plan as confidential, and (d) information provided to the Plan by third parties that the Plan is obligated to keep confidential. Confidential Information includes, but is not limited to, discoveries, ideas, designs, drawings, specifications, techniques, models, data, programs, documentation, processes, know-how, customer lists, marketing plans, and financial and technical information. CMHP covenants that it will not disclose any confidential information, either directly or indirectly, under any circumstances or any means, to any third persons who are not contracted Providers or without the written consent of PacificSource. CMHP will ensure that any contracted Providers agree to be bound by this provision to the same extent as CMHP.

The Parties acknowledge that CMHP is subject to Oregon Public Records Law and that CMHP will comply with this Section to the extent required by Oregon Public Records Law, while also taking into account the limitations imposed on the disclosure of individually identifiable health information and the terms of this Agreement and Business Associate Agreement.

8. INSURANCE

CMHP represents and warrants that it shall provide, entirely at its own expense, continuously during the term of this Agreement, all necessary insurance to protect against risks associated with performing Behavioral Health services and against liability arising from its own negligence or that of Providers, auxiliary staff, other employees or agents, or by operation of law. The CMHP shall cause the Provider’s general liability insurance and auto liability insurance required under this contract to include Plan as Additional Insureds with respect to CMHPs’ activities under this Agreement. CMHP shall also maintain the types of insurance coverage and in the amounts required as defined in section 1.4 of this agreement.

9. REMEDIES

CMHP agrees that in addition to any other remedy available to Plan pursuant to statute or common law, this Agreement, the Contract, or otherwise, Plan or

CMHP may seek injunctive relief from a court of competent jurisdiction to enforce any obligations set forth in this Agreement. The parties also acknowledge that mediation usually helps parties to resolve disputes that have arisen regarding contract interpretation and administration. Therefore, before proceeding to arbitration, the parties agree to mediate their differences. In the event mediation is unsuccessful, the parties agree to submit the dispute to a mutually agreed upon arbiter for final and binding arbitration pursuant to its then existing rules. All costs of arbitration shall be shared equally between the parties hereto, and such costs may be awarded to either party by the arbitrator as a part of the award. The arbitrator shall also require the party not prevailing to pay the prevailing party's attorney fees, costs and disbursements. Any award entered pursuant to this Section shall be reduced to the form of a judgment and may be entered in the judgment docket or registry of Marion County Circuit Court.

10. MISCELLANEOUS PROVISIONS

- a. *Entire agreement* - This Agreement, including any Exhibits and Attachments hereto, sets forth the entire understanding of the Parties, and, unless otherwise provided for herein, may not be modified except in writing signed by the Parties.
- b. *Survival* - The terms of this agreement which by their terms or nature are intended to survive the termination or expiration of this Agreement, shall survive such termination or expiration.
- c. *Assignment* - Except for the provision of Behavioral Health services, which shall be delegated by CMHP, CMHP may not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of Plan. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- d. *Severability* - Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. The headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provisions thereof.
- e. *Force majeure* - Neither Party shall be liable for any failure or inability to perform their respective obligations hereunder due to any cause beyond the

reasonable control of the non-performing party, including without limitation, acts of God, regulations of laws of any government, acts of war or terrorism, acts of civil or military authority, fires, floods, accidents, epidemics, quarantine restrictions, unusually severe weather, explosions, earthquakes, strikes, labor disputes, loss or interruption of electrical power or other public utility, freight embargoes or delays in transportation, or any similar or dissimilar cause beyond its reasonable control.

11. OREGON HEALTH PLAN PROVISIONS

1.1 Fraud and Abuse.

- 1.1.1 Compliance with Fraud and Abuse Policies. CMHPs shall comply with Plan's fraud and abuse policies and procedures and cooperate with all processes and procedures of fraud and abuse investigations, reporting requirements, and related activities by Plan, the DHS, or the Department of Justice Medicaid Fraud Control Unit ("MFCU"). CMHP shall warrant that all claims submissions and/or information provided to Plan are true, accurate, and complete. The payment of the claims by the Plans will be from Federal and State funds, and therefore any falsification, or concealment of material fact by CMHPs when submitting claims may be prosecuted under federal and state laws.
- 1.1.2 Referral of Suspected Fraud and Abuse. Plan is required to, and shall, promptly refer, without notice to CMHPs, all suspected cases of fraud and abuse to the MFCU or to the Department of Human Services Audit Unit.
- 1.1.3 Cooperation. CMHPs shall permit the MFCU or DHS, or both, to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of CMHPs, as required to investigate an incident of fraud and abuse. CMHP shall cooperate with the MFCU and DHS investigator during any investigation of fraud or abuse.

1.2 Compliance with Laws.

- 1.2.1 Compliance with State Laws. Notwithstanding any other provision of this Agreement, CMHP shall comply with all applicable state and local laws, regulations, and DHS instructions, as they may be adopted or amended from time to time, including, but not limited to, those applicable to the Oregon Health Plan, ORS Chapter 659A.142; all other applicable requirements of State civil rights and

rehabilitation statutes, rules, and regulations; DHS rules pertaining to the provision of prepaid capitated health care and services, OAR Chapter 410, Division 141; and all other DHS Rules in OAR Chapter 410. These laws, rules, and regulations, are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated.

- 1.2.2 Compliance with Federal Laws. CMHP shall comply with all federal laws, regulations, and executive orders applicable to this Agreement or the provision of services under this Agreement. Without limiting the generality of the foregoing, CMHPs expressly agree to comply with the following laws, regulations, and executive orders to the extent they are applicable to this Contract: (a) Title VI and VII of the Civil Rights Act of 1964, (b) 45 CFR Part 84 which implements Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990, (d) Executive Order 11246, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, (h) Title IX of the Education Amendments of 1972 (regarding education programs and activities) (i) all regulations and administrative rules established pursuant to the foregoing laws, (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations, (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 this Agreement and required by law to be so incorporated. No federal funds may be used to provide services in violation of 42 USC 14402.
- 1.2.3 Exclusion from Federal Programs. CMHP shall not be, and shall not permit, any person or entity to provide Covered Services under this Agreement who is, 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. 12,549 and No. 12,689, "Debarment and Suspension" (See 45 CFR Part 76). 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. CMHPs with awards that exceed

the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- 1.2.4 Equal Employment Opportunity. If this Agreement, including amendments, is for more than \$10,000, then CMHP 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).
- 1.2.5 Energy Efficiency. CMHP 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 U.S.C. 6201 et seq. (Pub. L. 94-163).
- 1.2.6 Resource Conservation and Recovery. CMHP 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. Current guidelines are set forth in 40 CFR Parts 247.
- 1.2.7 Use of Recycled Products. CMHP shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).
- 1.2.8 Truth in Lobbying. CMHP shall certify, that to the best of CMHP's knowledge and belief as follows:
 - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of CMHP, 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, CMHP shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

1.2.9 Drug-Free Workplace. CMHP shall comply with the following provisions to maintain a drug-free workplace:

- (a) Certify 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 the workplace or while providing services to Members. Such notice shall specify the actions that will be taken by CMHP, as the case may be, 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, its 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 this contract a copy of the statement mentioned in Section 6.2.9(a);
- (d) Notify each employee in the statement required by Section 6.2.9 (a) that, as a condition of employment to provide services under this 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 (5) days after such conviction;

- (e) Notify DHS within ten (10) days after receiving notice under Section 6.2.9(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 Sections 6.2.9(a) through 6.2.9(f);
- (h) Neither CMHP, nor any of CMHP's employees, officers, agents, or subcontractors, may provide any service required under this contract 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 that such person has used a controlled substance, prescription or non-prescription medication that impairs such person'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;
- (i) Violation of any provision of this Section 6.2.9 may result in termination of this Agreement or termination of CMHP from Plan's panel.

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

1.3 Accountability.

CMHP acknowledges that Plan oversees and is ultimately accountable to DHS for the timely and effective performance of Plan's duties and responsibilities under Plan's contract with the State of Oregon, acting by and through DHS, Division of Medical Assistance Program. The obligations of this Section 6.3 shall survive the termination of this Agreement.

1.4 Insurance.

During the term of this Agreement, in addition to any requirements provided in this Agreement, CMHP shall maintain and require that all persons and entities performing services under this Agreement obtain and keep in force at its own expense, each insurance noted below, as issued by a company authorized to transact business and issue insurance coverage in the State of Oregon:

- 1.4.1 Workers' Compensation. All employers, including CMHP, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for all workers, unless they meet the requirements for an exemption under ORS 656.126(2). If CMHP is a subject employer, as defined in ORS 656.023, CMHP shall obtain employers' liability insurance coverage.
- 1.4.2 Professional Liability. Covers any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement. This insurance shall include claims of negligent Provider selection, direct corporate professional liability, wrongful denial of treatment, and breach of privacy. CMHP shall provide proof of insurance with not less than the following limits:
 - (a) Per occurrence limit for any single Claimant of not less than \$2,000,000 and;
 - (b) Per occurrence limit for multiple Claimants of not less than \$4,000,000
- 1.4.3 Commercial General Liability. Covers bodily injury, death and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. CMHP shall provide proof of insurance with not less than the following limits:

(a) Bodily Injury/Death

A combined single limit per occurrence of not less than \$2,000,000 and an aggregate limit for all claims of not less than \$4,000,000.

(b) Property Damage

A combined single limit per occurrence of not less than \$150,000, and an aggregate limit for all claims of not less than \$550,000.

1.4.4 Automobile Liability.

Covers all owned, non-owned, or hired vehicles, this coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). CMHP shall provide proof of insurance with no less than the following limits:

(a) Bodily Injury/Death

A combined single limit per occurrence of not less than \$2,000,000, and an aggregate limit for all claims of not less than \$4,000,000.

(b) Property Damage

A combined single limit per occurrence of not less than \$150,000, and an aggregate limit for all claims of not less than \$550,000.

1.4.5 Additional Insured. The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include Plan, the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to CMHPs’ activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

1.4.6 Notice of Cancellation or Change. CMHP shall assure that no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) occurs without 60 days prior written notice from CMHP or its insurer(s) to Plan. Any failure to comply with this clause constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by Plan.

1.4.7 Proof of Coverage. CMHP shall provide to Plan information indicating that CMHP has obtained all required insurance coverage before delivering goods and performing any services required under

the Agreement. CMHP shall pay for all deductibles, self-insured retentions, and self-insurance, if any.

1.4.8 Tail Coverage. If any of the required policies is on a “claims made” basis, then Vendor shall maintain either “tail” coverage or “claims made” liability coverage from the effective date of this Agreement until the later of (1) twenty-four (24) months after completion of all services under this Agreement, or (2) the expiration of all warranty periods associated with this Agreement. These periods may only be shortened on approval of the DHS.

1.4.9 Self-insurance. CMHP may fulfill one or more of its insurance obligations herein through a program of self-insurance, provided that CMHPs’ self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in section 1.4 of this agreement, and is reasonably acceptable to Plan. CMHP shall furnish an acceptable insurance certificate to Plan for any insurance coverage required by this Agreement that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.

1.5 Access to Records.

1.5.1 Entity Access. CMHP shall provide timely and unrestricted right of access to its facilities and to its books, documents, papers, plans, writings, financial and clinical records and all accompanying billing records that are directly pertinent to this Agreement in order to make audits, examinations, excerpts, transcripts and copies of such documents to the following:

- (a) DMAP;
- (b) The Oregon Department of Human Services;
- (c) The U. S. Centers for Medicare and Medicaid Services;
- (d) The Comptroller General of the United States;
- (e) The Oregon Secretary of State;

(f) The Oregon Department of Justice Medicaid Fraud Control Unit;
and

(g) All their duly authorized representatives.

1.5.2 Records Access. CMHP shall make records available for the purposes of research, data collections, evaluations, monitoring, auditing activities, examination, excerpts, and transcriptions. CMHP shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to CMHP's personnel for the purpose of interview and discussion related to such documents. 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.

1.5.3 Member Access. CMHP shall upon request, provide Members access to their own clinical records, allow for the record to be amended or corrected and provide copies within ten working days of the request, except as may be otherwise provided in ORS 179.505(9). CMHP may charge Members for reasonable duplication costs.

1.5.4 Survival. The obligations of this Section 1.5 shall survive the termination of this Agreement.

1.6 Record Keeping.

1.6.1 Clinical Records Retention. CMHP shall maintain a medical record keeping system adequate to fully disclose and document the medical condition of the Member. Clinical records shall be retained for seven years after the date of services 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, the clinical records must be retained until all issues arising out of the action are resolved.

1.6.2 Financial Records. CMHP shall maintain sound financial management and generate periodic financial reports and make them available to DMAP. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement shall be retained by CMHPs for a period of three years from the date of submission of the final claims for payment. If any litigation, claim, financial management review or audit is started before the expiration

of the 3-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

1.6.3 HIPAA Security, Data Transactions Systems and Privacy

Compliance. CMHP shall 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 with HIPAA, including, but not limited to, the following:

- (a) CMHP shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS EDI Rules, OAR 410-001-000 through 410-001-0200.
- (b) CMHP, their agents, employees, and subcontractors shall ensure that Individually Identifiable Health Information of Members is protected from unauthorized use or disclosure consistent with the requirements of the HIPAA Privacy Rules in 45 CFR Parts 160 and 164 and as defined in Exhibit D, Section 13, Access to Records and Facilities, Subsections a. and b.
- (c) CMHP shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information (defined below) 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. Member Information includes all information in any format about a Member obtained by CMHPs or their officers, employees, subcontractors, or agents in the performance of this Agreement, including information obtained in the course of providing services. Security incidents involving Member Information must be immediately reported to DHS' Privacy Officer.
- (d) CMHP shall have a unique CMHP identification number in accordance with 42 USC 1320d-2(b).

1.7 External Quality Review and Improvement.

CMHP shall cooperate with the External Quality Review Organization (EQRO) contracted with DMAP or the Centers for Medicare and Medicaid

to implement and arrange for an External Quality Review (EQR) of the services provided by Plan, including the services provided by CMHP pursuant to the terms of this Agreement, as set forth in 42 CFR 438.204 (d) and 42 CFR 438.310-438.370. CMHP shall provide whatever records and information is requested by the EQRO for purposes of the EQR. If the EQRO identifies an adverse health situation, CMHP shall cooperate with Heath Plan and the EQRO to implement any necessary changes to assure that necessary care is provided, and report on the results to DMAP and the EQRO.

1.8 OHP Confidentiality Requirements.

CMHP shall maintain all Member information and records, whether hard copy or computerized, as confidential, in accordance with OAR 410-141-0180, Oregon Health Plan Prepaid Health Plan Record Keeping, and in accordance with the following:

- (a) For the protection of Members and consistent with the requirements of 42 CFR Part 431, Subpart F and ORS 411.320, CMHP shall not disclose or use the contents of any records, files, papers, or communications for purposes other than those directly connected with the administration of this Agreement, except with the written consent or authorization of the Member, his or her attorney, representative, or except as permitted by ORS 179.505 or by 2007 Senate Bill 163 and the DHS rules thereunder.
- (b) To the extent that information about Members includes confidential protected health information or records about alcohol and drug abuse treatment, mental health treatment, HIV/AIDS, and/or genetics, CMHP shall comply with the specific confidentiality requirements applicable to such information or records under federal and State law.
- (c) CMHP shall ensure that confidential records are secure from unauthorized disclosure. Electronic storage and transmission of confidential Member information and records shall assure accuracy, backup for retention, and safeguards against tampering, backdating, or alteration.

The obligations of this Section 1.8 shall survive termination of this Agreement.

1.9 Member Hold Harmless.

Notwithstanding any other provision of this Agreement, CMHP shall agree that never, under any circumstances, including, but not limited to, non-payment by Plan, insolvency of Plan, or the breach, expiration or termination of this Agreement, will CMHP bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against DHS, Members, or persons acting on Members' behalf, for Covered Services and shall regard payment by Plan as payment in full for all benefits covered by this Agreement, with the exception of Copayments specifically authorized in a Member's Health Benefit Plan. The obligations of this Section 6.8 shall survive the termination of this Agreement regardless of the cause giving rise to termination, shall be construed to be for the benefit of the Members, and shall supersede any oral or written contrary agreement now existing or hereafter entered into between CMHP and Members or persons acting on their behalf.

1.10 Member Rights.

CMHP shall comply with any applicable federal and state laws that pertain to member rights and shall take those rights into account when furnishing services to Members. CMHP shall (a) acknowledge that each Member is free to exercise his or her rights, and that the exercise of those rights shall not adversely affect the way CMHP treats Members and (b) advise Members about the health status of such Members, or any service, treatment, or test that is Medically Necessary but is not a Covered Service or is subject to Copayments, if acting within the lawful scope of practice and an ordinarily careful practitioner in the same or similar community would do so under the same or similar circumstances. CMHP shall cooperate with the DHS ombudsman and DHS's hearing representatives in all of DHS's activities related to Member complaints, appeals, and administrative hearings.

1.11 CMHP Cooperation.

CMHP shall cooperate with all processes and procedures of child, elder, nursing home, developmentally disabled or mentally ill abuse reporting, investigations, and protective services.

1.12 Continuation of Services.

In the event of insolvency or cessation of operations of Plan, CMHP shall continue to provide Covered Services to Members for the period in which

Plan continues to receive compensation for administering services under the Oregon Health Plan.

1.13 Federal Funds/Non-Discrimination.

Payments from Plan to CMHP pursuant to this Agreement related to providing Covered Services to Members are made in whole or in part from federal funds. Accordingly, Plan and CMHP are subject to laws applicable to individuals and entities receiving federal funds, including but not limited to, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the Americans with Disabilities Act. CMHP shall comply with any and all such applicable laws, rules, and regulations.

1.14 Regulatory Compliance.

CMHP shall maintain and provide to Plan, and/or the Oregon Department of Consumer and Business Services, DHS, or their designees all necessary records and information that may be required for compliance with applicable state law, including, without limitation, the Oregon Insurance Laws and the regulations promulgated thereunder, and to the Centers for Medicare and Medicaid, Department of Health and Human Services, the Comptroller General, or their designees as may be required for compliance with applicable federal law including, with limitation, 42 U.S.C. 300e, et seq., Section 1876 of the Social Security Act, as amended, and 42 CFR Part 417. The obligations of this Section 6.13 shall survive termination of this Agreement.

1.15 Conflict of Interest Safeguards.

CMHP shall have in effect safeguards, including but not limited to policies and procedures against conflict of interest with any DHS employees or other agents of the State of Oregon who have responsibility for matters relating to Plan's contract with the State of Oregon for implementing and administering services under the Oregon Health Plan. These safeguards must be at least as effective as the safeguards specified in Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) and must include safeguards to avoid conflicts that could be prohibited under 18 U.S.C. 207 or 208 if the DHS employee or agent was an officer or employee of the United States Government.

1.16 Incorporation of Provisions.

To the extent that any provision of Plan's contract with the State of Oregon to implement and administer services under the Oregon Health Plan applies to CMHP with respect to the services contemplated hereunder,

such provision shall be incorporated by this reference into this Agreement and shall apply equally to CMHP.

GENERAL PROVISIONS.

1.17 Independent Contractor.

CMHP understands and agrees that, in providing services under this Agreement, CMHP acts as an independent contractor and not as a partner, employee, or agent of Plan, and that CMHP shall be solely responsible for all tax withholding, Social Security, Worker's Compensation Insurance, and other obligations with respect to CMHPs' employees. CMHP understands and agrees that, in providing Covered Services pursuant to the terms and conditions in this Agreement, CMHP acts as an independent contractor and not as partners, employees, or agent of Plan, and that CMHP shall be solely responsible for all tax withholding, Social Security, Worker's Compensation Insurance, and other obligations with respect to CMHPs' employees.

1.18 Liability for Obligations.

Notwithstanding any other section or provision of this Agreement, nothing contained herein shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party or any third party, unless such liability or responsibility is expressly assumed by the party sought to be charged therewith.

1.19 CMHP Record Confidentiality.

Except as otherwise required by applicable law or this Agreement, (a) Plan and CMHP shall keep confidential and shall take the necessary precautions to prevent the unauthorized disclosure of any and all records required to be prepared or maintained by CMHP under this Agreement and (b) CMHP shall keep confidential and take the necessary precautions to prevent the unauthorized disclosure of any and all records required to be prepared or maintained by CMHP pursuant to the terms of this Agreement

1.20 Non-Exclusivity.

Nothing in this Agreement shall be construed to restrict CMHP from providing, or entering into other contracts or agreements to provide, health care services outside of this Agreement, provided that (a) such activities do not hinder or conflict with CMHPs' ability to perform their duties and obligations under this Agreement; (b) in rendering such services, CMHP

shall neither represent nor imply in any way to the recipient that such services are being rendered by or on behalf of Plan; and (c) any professional services rendered by CMHP outside the scope of this Agreement shall not be billed by, to, or through Plan. CMHP, as a matter of policy and general professional ethics, shall avoid business and financial arrangements that may influence CMHPs' judgment in the care of patients and/or significantly compromise CMHPs' relationship with Plan. Additionally, if a CMHP serves as a director, officer, or committee member of Plan, such CMHP shall disclose to Plan, at the earliest practical time, any financial, business, personal, or competitive interest that is reasonably likely to affect his or her judgment or actions as a director, officer, or committee member of Plan.

1.21 No Third Party Beneficiaries.

Neither Members nor any other third parties are intended by the parties to this Agreement to be third party beneficiaries under this Agreement, and no action may be brought to enforce the terms of this Agreement against either party by any person who is not a party to this Agreement.

1.22 Indemnification.

At all times during the term of this Agreement, Deschutes, Jefferson, and Crook Counties each agree to indemnify, defend, and hold Plan and Plan's employees and agents harmless from and against any and all claims, damages, causes of action, costs, or expenses, including reasonable attorneys' fees, to the extent proximately caused by the gross negligence or willful misconduct of each County's own employees or agents arising out of this Agreement; provided, however, that each County shall not be liable to Plan hereunder for any claim covered by Plan's insurance, except to the extent that the liability of Plan exceeds the amount of such insurance coverage. At all times during the term of this Agreement, Plan shall indemnify, defend, and hold Deschutes, Jefferson, and Crook Counties and their respective employees and agents harmless from and against any and all claims, damages, causes of action, costs or expenses, including reasonable attorneys' fees, to the extent proximately caused by the gross negligence or willful misconduct of Plan or any Plan employee or agent arising from this Agreement; provided, however, that Plan shall not be liable to any County hereunder for any claim covered by a County's insurance, except to the extent that the liability of the County exceeds the amount of such insurance coverage. Notwithstanding the foregoing, this Section shall be null and void to the extent that it is interpreted to reduce insurance coverage to which either party is

otherwise entitled, by way of any exclusion for contractually assumed liability or otherwise. The Parties agree that each County's indemnification of Plan shall be in accordance with the Oregon Tort Claims Act and the Oregon Constitution

1.23 Amendments.

For the purpose of compliance with a state or federal law, Plan may amend this Agreement by providing prior written notice to CMHP. Failure of CMHP to object in writing to any such proposed amendment within thirty (30) days following receipt of notice shall constitute CMHPs' acceptance thereof. In the event CMHP objects to such amendment, Plan may, at its sole option, either continue this Agreement unamended or terminate this Agreement 120 days from the date of receipt of written objection from CMHP. During said 120 day period, the terms and conditions of this Agreement as existed on the day prior to the date of the written objection, including all terms and conditions of compensation, shall continue to be in effect. Termination of this Agreement under this provision shall be treated as a "voluntary termination" without right to hearing. Any amendment to this Agreement or Exhibits necessary for compliance with state or federal law or regulation shall become effective upon notice from Plan to CMHP if required by federal or state law. Notwithstanding the foregoing, this Agreement may be amended at any time by mutual written agreement signed by both parties.

1.24 Notices.

Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be either hand delivered, sent via facsimile, sent via overnight mail (such as Federal Express), or sent postage prepaid, by certified mail, return receipt requested, to Plan or CMHP at the address set forth on the signature page of this Agreement. Such address may be changed by giving notice of such change in the manner provided in this Section 7.10 for giving of such notice. The notice shall be effective on the date of delivery if delivered by hand or sent via facsimile, the date of delivery as indicated on the receipt if sent via overnight mail, or the earlier of the date indicated on the return receipt or four (4) business days after mailing if sent by certified mail.

1.25 Effect of Severable Provision.

In the event that a provision of this Agreement is rendered invalid or unenforceable as provided in Section 7.11 (Severability) of this Agreement and its removal has the effect of materially altering (a) the obligations of

Plan in such manner as, in the sole judgment of Plan, will cause Plan to act in violation of its Articles of Incorporation or Bylaws or (b) the obligations of either Plan or CMHP in such manner as, in the sole judgment of the affected party, will cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event of termination pursuant to this Section 7.12, the provisions of Section 4 (Term and Termination) shall govern such termination.

1.26 Waiver of Breach.

The waiver of any breach of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement.

1.27 Modification of Health Benefit Plan.

Plan may change, revise, modify, or alter the form or content of any Health Benefit Plan or Member written materials without prior approval or notice to CMHP.

1.28 Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of Oregon.

1.29 Entire Agreement.

This Agreement and any and all amendments, exhibits, attachments, schedules, and addenda in addition to the Plan's Policies and procedures contained in the Plan Provider Manual contain the entire agreement of the parties.

12. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[THE SIGNATURE PAGE IS THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date written below.

Plan Address:

PacificSource Community Solutions, Inc.
PO Box 7469
Bend, OR 97708
Attn: Provider Network
Fax: (541) 322-6434

CMHP Address:

Deschutes County Health Services

Attn: _____
Fax: _____

PACIFICSOURCE COMMUNITY SOLUTIONS

DESCHUTES COUNTY HEALTH SERVICES

By: _____
PETER MCGARRY

By: _____
ALAN UNGER, CHAIR

TAMMY BANEY, VICE CHAIR

ANTHONY DEBONE, COMMISSIONER

Title: VP PROVIDER NETWORK

Title: BOARD OF DESCHUTES COUNTY
COMMISSIONERS

Date: _____

Date: _____

Address: PO Box 7469
Bend, OR 97701

Address: 2577 NE Courtney Drive
Bend, OR 97701

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date written below.

Plan Address:

PacificSource Community Solutions, Inc.
PO Box 7469
Bend, OR 97708
Attn: Provider Network
Fax: (541) 322-6434

CMHP Address:

Jefferson County Health Services

Attn: _____
Fax: _____

CMHP:

Jefferson County Health Services
Board of County Commissioners

By: _____
Name: _____
Title: _____
Date: _____

CMHP:

Jefferson County Health Services
Board of County Commissioners

By: _____
Name: _____
Title: _____
Date: _____

CMHP:

Jefferson County Health Services
Board of County Commissioners

By: _____
Name: _____
Title: _____
Date: _____

PLAN:

PacificSource Community Solutions, Inc.

By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date written below.

Plan Address:

PacificSource Community Solutions, Inc.
PO Box 7469
Bend, OR 97708
Attn: Provider Network
Fax: (541) 322-6434

CMHP Address:

Jefferson County Health Services

Attn: _____
Fax: _____

CMHP:

Crook County Health Services
Board of County Commissioners

By: _____
Name: _____
Title: _____
Date: _____

CMHP:

Crook County Health Services
Board of County Commissioners

By: _____
Name: _____
Title: _____
Date: _____

CMHP:

Crook County Health Services
Board of County Commissioners

By: _____
Name: _____
Title: _____
Date: _____

PLAN:

PacificSource Community Solutions, Inc.

By: _____
Name: _____
Title: _____

Date: _____



Exhibit 1- Statement of Work: Behavioral Health Service Delivery

Plan and CMHPs will collaborate to complete a behavioral health system needs assessment and improvement plan for Central Oregon, including identification of funding to implement system improvements.

Plan and CMHPs will collaborate to create a structure and system of regular communication to address issues critical to the behavioral health system including contract performance, fiscal position, and behavioral health system planning, maintenance and development.

CMHPs shall provide the following services in the Service Region:

1. Outpatient Substance Use Disorder and Mental Health Services and Supports. CMHPs shall ensure Members have access to culturally and linguistically appropriate services and supports targeting children, adolescents and adults with behavioral health needs.

In addition, CMHP shall ensure services and supports provided to Members living with disabilities promote self-determination, community inclusion, and removal of barriers preventing Members from enjoying a meaningful life and the benefits of community involvement and citizen rights guaranteed by law.

All services and supports shall be rendered in the most integrated community-based settings possible, consistent with the Member's choice, so as to minimize the use of institutional care. All services and supports shall be in accordance with all applicable State and Federal requirements.

By April 1, 2016, Plan and CMHPs will collaborate in the development of an Access system that includes:

- Self-referral for outpatient substance use disorder and mental health services provided by PacificSource participating Behavioral Health providers

- Financing model
- Participating Behavioral Health providers (panel) contracting
- Plan provider panel and utilization oversight including roles and responsibilities of Plan and CMHPs
- Population, quality of care, metrics, and other system considerations

CMHPs shall provide the following outpatient services and supports to the Members;

- 1.1 **Rehabilitative Services.** The CMHP shall provide medically necessary and recovery oriented outpatient mental health and substance use disorder rehabilitative treatment services to the extent they qualify as Covered Services (as defined in OAR 410-141-0000, and any revisions thereto), to the Members, including coordinated assessment-evaluation, service plan development, therapy, consultation, medication management, skills training, interpretative services and case management.
 - 1.2 **Non-encounterable Services.** CMHPs shall provide and report non-encounterable services for Members. Non-encounterable services include, but are not limited to, travel, prevention, education and outreach, internal case consultation, co-provided services, peer outreach, socialization and psycho-educational services.
 - 1.3 **24/7 Crisis Services.** 24/7 crisis services shall be provided by CMHP's for Members.
 - 1.4 **Publically Funded Services and Care Coordination.** CMHPs shall provide and ensure access to these services that are defined as Non-Covered Services. Services include but are not limited to; Civil Commitment.
 - 1.4.1 **Long Term Psychiatric Care for CCO Members ("LTPC").** CMHPs shall request long term care service determination as medically necessary. If the member does not meet the criteria for LTPC, then Plan shall ensure appropriate services as medically necessary for the Member.
2. **Integrated Services Array ("ISA").** CMHPs shall provide for and manage ISA to child and adolescent Members. CMHPs shall ensure that such services are provided in the manner outlined in this agreement, exhibits and any amendments, extension or renewals thereto for these services. CMHPs shall also ensure that such services are provided in accordance with any applicable

Oregon Administrative Rules ("OARs") and Oregon Health Authority, Health Systems Division (formerly Addictions and Mental Health Division and Division of Medical Assistance Programs) Policy, and any revisions thereto. Pre-authorized ISA services provided by contracted or non-contracted providers shall be charged to the CMHP capitation payment.

CMHP shall ensure ISA is recovery-focused, family guided, strength based, and culturally and linguistically appropriate. ISA shall be community based services, time limited, and based on medically appropriate criteria. CMHP shall establish a system that promotes collaboration and operates within laws governing confidentiality between behavioral health, child welfare, juvenile justice, education, families, and other community partners in the treatment of children with serious behavioral health challenges.

CMHPs shall perform timely reporting of ISA system clinical outcomes by submitting completed ISA Children's System Progress Review (CPRS) information and updates while Member is receiving ISA services. CPRS data shall be submitted electronically into the Children's Progress Review System database no later than thirty (30) days after entry into ISA services and every ninety (90) days after the initial report and upon exit from ISA services.

3. Community Care Coordination Committee. CMHP shall delegate a representative to convene a Community Care Coordination Committee for each county that is a community level planning and decision-making body to provide practice-level consultation, identify needed community services and supports, and provide a forum for problem solving to families, ISA providers, child serving agencies and child and family teams. The Community Care Coordination Committee shall have representation of the local system of care that includes consumers and family members, child serving providers, child and family advocates, culturally specific community based organizations, and other local stakeholder's representative of the local system of care.

Determination of Level of Service Intensity for ISA. CMHPs shall use the Child and Adolescent Service Intensity Instrument ("CASII") for children age six (6) and older, and the Early Childhood Service Intensity Instrument ("ECSII") for children age five (5) and younger to assist in making a determination for ISA services (or other instruments as designated by OHA). CMHPs shall maintain the instrument administered as part of the clinical record and shall make the instrument available upon request to Plan. CMHPs shall finalize ISA determinations and make any necessary referrals within three (3) working days of a completed referral in accordance with any applicable OARs, and any revisions thereto. CMHPs shall collect and report ISA determinations data, also called level of

service intensity ("LOSI") data, in the CPRS database system. LOSI data shall be submitted electronically no later than thirty (30) days after Member's entry into ISA services.

4. Care Coordination for Covered and Non-Covered Services. Within the laws governing confidentiality, CMHPs shall assist Members who require access to receive Covered Services, or long term care services, or from one or more Allied Agencies or program components according to the Treatment Plan. Services provided may include establishing pre-commitment service linkages; advocating for treatment needs; and providing assistance in obtaining entitlements based on mental or emotional disability. CMHPs shall arrange and coordinate with all provider types and social service agencies, regardless of inclusion with the Member's Covered Services, on an ongoing basis. Such coordination shall include without limitation all Agency for People with Disabilities facilities in the Service Area, Justice System, Department of Human Services, , acute care facilities, outpatient behavioral health clinics, primary care clinics, physical health specialty clinics, substance abuse facilities, and any provider or facility in Plan's network.

CMHPs shall facilitate ongoing communication and collaboration to meet multiple needs, including facilitating communication between the family, natural supports, community resources, and involved providers and agencies; organizing, facilitating and participating in team meetings; and providing for continuity of care by creating linkages to and managing transitions between levels of care and transitions for young adults in transition to adult services. CMHP's shall also provide coordinated care for the Exceptional Needs Care Coordination population.

CMHPs shall refer Members to specialists as medically appropriate. CMHPs shall assure members are informed of their right to a second opinion, and shall assist any member who makes such a request. CMHPs shall ensure that such outpatient services are provided in the manner outlined in this agreement and any amendments, extension or renewals thereto for these services. CMHPs shall also ensure that such covered mental health and substance abuse disorders outpatient services and supports are provided in accordance with any applicable OARs and any revisions thereto. CMHPs shall also ensure that such covered mental health and substance abuse disorders, outpatient services, and supports are provided in accordance with any applicable OARs and any revisions thereto.

5. Non-Discrimination. CMHP shall ensure that all Covered Services are furnished in an amount, duration and scope that is no less than the amount, duration and scope for the same services furnished to patients under fee-for-service and as

set forth in 42 CFR §438.210 CMHP shall also ensure that the Covered Services are sufficient in amount, duration and scope to achieve the purpose for which the services are furnished and include the following:

- 5.1 The prevention, diagnosis, and treatment of behavioral health conditions;
 - 5.2 The ability to achieve age-appropriate growth and development; and
 - 5.3 The ability to attain, maintain or regain functional capacity.
6. Cultural Sensitivity. CMHPs demonstrate care coordination and provision of services consider, and do not bias against, the cultural differences of Members. This includes reporting of services provided that delineates by age, gender, ethnicity, disability and other cultural considerations, consistent with OAR 410-141-3220.
 7. Quality Assurance and Performance Improvement Program. CMHP will implement quality assurance and performance improvement program including an annual regional work plan and report. CMHP will report work plan outcomes on an annual basis to the plan. Quality Assurance and Performance Improvement is further defined in Exhibit 5 – Quality Management.
 8. Regional Health Improvement Plan. CMHPs will collaborate with Plan, the Central Oregon Health Council, and other stakeholders in completing a Regional Health Assessment (RHA) and a Regional Health Improvement Plan (RHIP), and in carrying out activities to implement the RHIP.
 9. Access Standards. CMHP shall maintain the following minimum Access Standards. If the performance standards are not met, Plan may address as outlined in section 6.2 of the base Agreement.

CMHP's shall meet all applicable OARs regarding access for emergent, urgent, and routine mental health or substance use disorder treatment.

- Emergency Care. Immediately or referred to an emergency department depending on Member's condition and any initial screening results.
- Urgent Care. Within forty-eight (48) hours or as indicated in initial screening in accordance with OAR 410-141-0140 , as amended or superseded.
- Routine. Mental health or Substance Use Disorder Treatment. Intake assessment within two (2) weeks from the date of the request.



Exhibit 2 - Administrative Responsibilities

CMHPs shall provide the following administrative services, which are delegated by Plan, and for which CMHPs shall develop policies and procedures related to these delegated responsibilities and provide such copies to Plan no later than June 1, 2016.

1. **Encounter Data.** CMHPs shall electronically submit accurate and complete encounter data for services provided to members. CMHP shall submit encounter data on a regular basis and shall, in all cases, submit encounter data no later than one hundred twenty (120) days after the date of service provided to Member and will have one hundred (120) days following the date of the encounter submission to make any necessary changes.
2. **Client Notices.** CMHPs shall issue a written and dated Notice of Action or Notice of Intended Action to Member. This form shall meet Member's special needs, use the Plan approved form of notice for each time a service or benefit will be terminated, suspended, or reduced or each time a request for services authorization or request for claim payment is denied. CMHPs shall make information concerning Client Notices, Grievances, Appeals and Hearings readily available and shall submit copies of Notice of Action letters to Plan.
3. **Grievance System.** CMHPs shall follow Plan's relevant written policies and procedures related to grievances and shall use Plan's notice templates for all Members. CMHPs shall submit to Plan copies of all Client Notices at the time they are provided to the Member, and shall inform Plan of all Complaints, Grievances and Appeals filed on at least a quarterly basis, using the Grievance Log Sheet, regardless of resolution status or method of notification. Plan shall conduct annual training for CMHP staff, on the Notice of Action and Grievance and Appeals processes. Plan retains final decision making on appeals as that function is a non-delegable duty.

4. Critical Incidents. CMHP shall submit a Critical Incident Log Sheet to Plan on a quarterly basis. A critical incident includes, but is not limited to, serious injury or illness, acts of physical aggression that results in injury, suspected abuse or neglect, involvement of law enforcement or emergency services, or any other serious incident that presents a risk to health and safety.
5. Measures and Outcomes Tracking System (MOTS). CMHPs shall submit MOTS data for Members receiving Covered Services under this Agreement. CMHPs shall submit all MOTS PMS data to OHA via electronic media in the specific MOTS format within thirty (30) days of initiating Covered Services and within thirty (30) days of terminating Covered Services. The effective date of this requirement shall coincide with the final formal start date of MOTS as determined by the Oregon Health Authority
6. Third Party Recovery. Medicaid is the payor of last resort when no other coverage or Medicare is in effect. CMHPs shall bill and collect from liable third party resources prior to using capitated Medicaid funds to cover the cost of services. CMHP shall maintain records in such a manner as to ensure that all moneys collected from third party resources on behalf of Members are identified and reported to Plan
7. Staff Credentials CMHP shall provide to Plan the necessary credentialing information for its employees and independent contracted staff.

CMHPs shall obtain and submit the documents listed in Paragraph 8. If Oregon State licensure or Oregon State certification is not applicable to the definition of the position being credentialed, the credentials shall be designated as QMHA, QMHP or Peer Support Specialist ("PSS"). If an intern has a variance CMHP shall submit documentation required to attain the variance and to Plan.

At a minimum documentation will include:

- a. Employee/Contractor name
- b. Non-English language spoken
- c. Appropriate education and academic degrees;
- d. Licenses or certificates as required. If not required to be licensed or certified, indicate designation as QMHA, QMHP or PSS.
- e. For interns with a variance per OAR 309-032-1565 as QMHA or QMHP, a copy of the approval letter.
- f. DEA number, if applicable;
- g. NPI number/taxonomy code(s);
- h. Relevant work history or qualifications;

- i. Sanctions - Licensing/Certification Board reviewed and date of report;
8. CMHPs shall document and submit a Provider Roster ("Roster") to Plan upon request. The Roster will identify all staff and independent contractors who provide outpatient services to Members under this Agreement. Roster shall document the academic degree, license, certification, and/or qualifications of each employee and subcontractor providing services under this Agreement. If the employee or subcontractor is not required to be licensed or certified, Roster will indicate a designation as QMHA, QMHP, CADC, Interns or PSS. Roster shall also reflect, where applicable, the academic specialty or other applicable evidence of specialized qualifications of such individuals. The roster will be updated every 60 days.



Exhibit 3 - Performance Measurement Program

An outcomes driven performance measurement system that supports the Triple Aim, Regional Health Assessment, and Regional Health Improvement Plan shall be developed, implemented, and monitored. Performance measurement deliverables shall be reflected across the categories of Data and Tracking, Services, and Systems.

The Performance Measurement Program shall include withhold, a portion of the aggregate capitation payment (not including administrative component of sub-cap payment), to provide performance incentives related to deliverables in this Exhibit specified as “incentive measures”. The withhold amount will total five percent (5%) for the time period of January 1, 2016 through December 31, 2016. This amount will be retained by Plan and paid out to the CMHPs annually for any successfully completed deliverable at the amount noted for the completed deliverable. Final performance estimates will be calculated four months (120 days) following the end of the calendar year ending December 31st to allow for adequate claims and encounter data run-out with final performance incentive payment estimates calculated approximately five months (151 days) after year end. The risk and benefit will be distributed among CMHPs. There is no direct financial impact for failure to achieve other deliverables in this exhibit. All deliverables set forth in this Exhibit for which Plan will withhold funds which require timely cooperation or performance of tasks, including delivery of data by third parties shall be subject to reasonable extension of performance deadlines or excused.

Categories

1. Data and Tracking

a. Outcomes (Incentive measure):

Intention: Implementation and monitoring of consistent outcomes data that focuses on priority populations of severe behavioral health disorders; adults diagnosed with severe and persistent mental illness, and people experiencing a behavioral health crisis who have been admitted to the hospital or ED. Deliverable: CMHP will track and report on measures as outlined in the Outcomes Data Plan defined in this Exhibit. Quarterly reports shall be submitted within sixty (60) days of the end of the quarter. End of year annual report shall report on the same measures for the entire

calendar year ending December 31st and shall be submitted within ninety (90) days of the end of the year. These measures are:

- i. Intensive Child Treatment Services (ICTS) Indicators
 - 1. Kids are performing at their ability level in school
 - 2. Kids are making progress
 - 3. Kids have housing stability and preferably live with a biological or adoptive family member

- ii. Crisis Services Indicators
 - 1. Access
 - 2. Engagement
 - 3. Emergency Department (ED)/Psych Unit recidivism

- iii. Serious and Persistent Mental Illness (SPMI) Indicators
 - 1. Retention in Services
 - 2. Stability

For measures calculated by the Plan that require data or member information from CMHP: (a) if calculations measurement methods are already established, results will be calculated and estimated provided forty-five (45) days after receipt of the dependent data from CMHP or by the quarterly reporting deadline, whichever is later; (b) if calculation measurement methods are not established, plan will develop the measurement methods during the first half of 2016

b. Behavioral Health Financial Reporting:

Intention: Transparency and accountability by the Plan and CMHP. Deliverable: Plan and CMHPs agree to report quarterly and annually on the financial performance of the behavioral health system covered under the Plan CCO.

- i. The Plan agrees to provide claims data extracts for fee-for-service and sub-capitated claims services to CMHPs. Data extracts will be provided by Plan through secure methods within thirty-one (31) days after the calendar month ends. Plan shall provide a quarterly financial reconciliation claims report thirty-one (31) days after the end of each quarter for acute care services. Plan shall provide a final financial reconciliation report for the calendar year ending December 31st approximately five months (151 days) after year-end.
- ii. The CMHP agrees to provide quarterly and annual reports as applicable on (a) actual expenditures, (b) encounters, (c) number of service events, (d) number of *unique persons* served by payor source, and cost per *unique person* served by payor source. Quarterly reports shall be submitted within sixty (60) days of the end of the quarter. Annual report

for the time period ending December 31st shall be submitted within ninety (90) days of the end of the calendar year. Data shall be reported both in aggregate by CMHP and also reported broken out by the following service elements:

1. Crisis Services
2. Services to Adults with severe and persistent mental illness
3. Adult outpatient counseling
4. Intensive child treatment services
5. Child and family outpatient services
6. Outpatient Substance Use Disorder (SUD) services
7. All others

2. Services

- a. Acute Care Follow Up (Incentive measure):

Intention: Transition planning and access to care for individuals who have experienced a psychiatric hospitalization: Deliverable: Will meet the State established improvement target for “Follow up after hospitalization for mental illness” metric.

- b. High Risk Population (Incentive measure):

Intention: Children going into DHS custody are a high risk population and require timely assessment of mental health and service needs. Deliverable: Will meet State established improvement target for “mental, physical, and dental health assessments for children in DHS custody” metric.

3. Systems

- a. Certified Community Behavioral Health Clinics (Incentive measure):

Intention: Assess current system readiness to implement Certified Community Behavioral Health Clinics in order to guide further transformation efforts. Deliverable: By December 31, 2016, complete the integrated CCBHC Certification Criteria Feasibility and Readiness Tool

(CCFRT) <http://www.thenationalcouncil.org/wp-content/uploads/2015/11/I-CCBHC-Feasibility-and-Readiness-Assessment-FINAL-REVISED-E-FORM12-8-15.pdf>

- b. Coordination and Integration (Incentive measure):

Intention: Integration and coordination is a critical part of healthcare transformation. Efforts in this area face a variety of challenges. Combination of transformation efforts and analysis of change challenges are important to future change success.

Deliverable: By January 31, 2017, provide an annual report on integration and coordination projects including:

- Overview of system accomplishments and challenges
- Identification of system barriers and efforts to mitigate barriers
- Reflection of Regional Health Assessment and Plan (RHA/RHIP)
- Recommendations for future integration of coordination efforts

Summary of Incentive Measures:

Measure	Deliverable	Weighting
<u>Outcomes</u> : Intensive Child Treatment Services (ICTS)	Submit quarterly reports on measures as outlined in the Outcomes Data Plan	10%
<u>Outcomes</u> : Crisis Services	Submit quarterly reports on measures as outlined in the Outcomes Data Plan	10%
<u>Outcomes</u> : Serious and Persistent Mental Illness (SPMI).	Submit quarterly reports on measures as outlined in the Outcomes Data Plan	10%
<u>Services</u> : Acute Care Follow-up	Meet the State established improvement target	15%
<u>Services</u> : High Risk Population	Meet the State established improvement target	15%
<u>Systems</u> : Certified Community Behavioral Health Clinics Assessment	Completion of Integrated CCBHC Certification Criteria Feasibility and Readiness Tool (CCFRT)	20%
<u>Systems</u> : Coordination and Integration	Annual report on integration and coordination projects	20%

4. Outcomes and Data Plan

Central Oregon aspires to track member-level outcomes that are meaningful to members who receive behavioral health services. These outcomes will form the basis of an outcomes-driven behavioral health system supported by performance based contracting with the Coordinated Care Organization in Central Oregon. Member outcome data shall drive continuous quality improvement efforts throughout the behavioral health system. The current outcomes plan covers three populations: children with severe behavioral health disorders, adults diagnosed with severe and

persistent mental illness, and people experiencing a behavioral health crisis who have been admitted to the hospital or ED.

5. Intensive Community-based Treatment and Support Services (ICTS) Indicator

Rationale:

ICTS reduces Psychiatric Residential Treatment Services (PRTS) and hospitalization. These high-level services are expensive and may not be the best care for child or family. Data for these measures comes from the Children’s Progress Review System (CPRS): Data Status Report, which is a statewide system that covers the three counties in Central Oregon. ICTS coordinators are familiar with the information in CPRS, and can add valuable context and interpretation, therefore promoting meaningful regional engagement.

ICTS Measure	Metric	Rationale	Source	Frequency	Who and How	Limitations
Children are performing at their ability level in school	Percent of children producing school work of acceptable quality for their ability level “frequently” or “very frequently/always”		Children’s Progress Review System (CPRS): Data Status Report	Quarterly & Annually	Contract Coordinator pulls data and generates report, data goes to Data Advisory Group and tri-county ICTS coordinators for analysis	Based on caregivers report
Children are making progress	Percent with progress since the last review rated as “about the same”, “improved”, or “N/A First Review”	A highly trained clinician is able to make a reasonable assessment of whether a child is doing better, the goal of ICTS	Children’s Progress Review System (CPRS): Data Status Report	Quarterly & Annually	Contract Coordinator pulls data and generates report, data goes to Data Advisory Group and tri-county ICTS coordinators for analysis	Based on clinician perception

Children have housing stability and preferably live with a biological or adoptive family member	Percent who have had a residence change and % that live with a family member	Moving often is disruptive, making treatment challenging. With a strong “wraparound” ICST program the family receives support to create stability	Children’s Progress Review System (CPRS): Data Status Report	Quarterly & Annually	Contract Coordinator pulls data and generates report, data goes to Data Advisory Group and tri-county ICTS coordinators for analysis	Housing is a concern across Central Oregon, though it varies by county
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6. Crisis Services Indicator Rationale:

The Parties have a quality of care and a financial imperative to work to stabilize those who are in crisis. We want to understand and support the stability of our members. We currently track acute care utilization and follow-up, so longitudinally tracking these members beyond their hospitalization and through the continuum of care presents a more complete picture. For our purposes we will track and report data on in-area OHP members 6 years and above.

Crisis Measure	Metric	Rationale	Source	Frequency	Who and How	Limitations
Access	Percent of members participates in an initial face-to-face appointment within seven (7) days of discharge from a psychiatric hospitalization	Ensuring members get their first service quickly means they receive care at the right time, when they are most vulnerable. This aligns with the state QIM of follow-up after hospitalization	CMHP crisis and service records. Trigger for inclusion is hospital discharge. Date of service included	Quarterly & Annually	Crisis team/CMHP tracks data. Contract Coordinator collates and produces product to be shared with crisis teams before publication.	The ED notification process differs by county.
Engagement	Percent of members receives four face-to-face	Engaging the member in outpatient services will	CMHP encounter data	Quarterly & Annually	CMHP provides data to Contract	New process will be developed at CMHP to

	clinical services within 60 days	help stabilize them.			Coordinator who collates and produces product to be shared with CMHPs before publication.	track this measure.
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7. Serious and Persistent Mental Illness (SPMI) Indicators Rationale:

The economic and social costs associated with severe behavioral health disorders are significant. Failure to address psychological and physical co-morbidities can increase overall costs to the system. These indicators are meant to capture quality of care and recovery, as well as create shared knowledge and strengthen relationships in the system. For our purposes we will track and report data on in-area OHP members 18 and older. Severe and Persistent Mental Illness is defined based on diagnoses consistent with the Oregon Health Authority and United States Department of Justice Data Dictionary.

SPMI Measure	Metric	Rationale	Source	Frequency	Who and How	Limitations
Retention in Services	Percent of SPMI members who have received a non-crisis service in the past 30 days	Retention is both part of the process and a marker of recovery	CMHP data	Quarterly & Annually	CMHP runs SPMI list against services claims	Does not include panel providers data
Stability	Percent of SPMI members with an inpatient psychiatric stay within the reporting quarter	Hospitalization can be costly, and clients may have better outcomes served in the community	Pacific Source claims data	Quarterly & Annually	Pacific Source uses CMHP SPMI list to run claims review to identify individuals with a psychiatric stay	



Exhibit 4 - Required Federal Terms and Conditions

Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, and only to the extent: (i) required by law and (ii) applicable to the functions delegated to CMHP by this Agreement, CMHP shall comply and, as indicated, cause all Subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to CMHP, or to the work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and State laws are references to federal and State laws as they may be amended from time to time.

1. Federal Provisions. CMHP shall comply with all federal laws, regulations and executive orders applicable to this Agreement or to the delivery of work. Without limiting the generality of the foregoing, CMHP expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this 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 CMHPs, 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 this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 USC 14402.

2. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds \$100,000 then CMHP shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 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 PLAN, OHA, DHHS and the appropriate Regional Office of the Environmental Protection Agency.
3. Energy Efficiency. CMHP 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 U.S.C. 6201 et seq. (Pub. L. 94-163).
4. Truth in Lobbying. CMHP certifies, to the best of CMHP's knowledge and belief that:
 - 4.1. No federal appropriated funds have been paid or will be paid, by or on behalf of CMHP, 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.
 - 4.2. 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, CMHP shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 4.3. CMHP 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.

- 4.4. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered. 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.
- 4.5. No part of any federal funds paid under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 4.6. No part of any federal funds paid under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 4.7. The prohibitions in subsections 5.5 and 5.6 of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction and any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 4.8. No part of any federal funds paid under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of

such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

5. HIPAA Compliance. The parties acknowledge and agree that each of OHA, PLAN and CMHP is a “covered entity” and CMHP is a "business associate" of PLAN 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). OHA, PLAN and CMHP shall comply with HIPAA to the extent that any work or obligations of OHA or PLAN arising under this Agreement are covered by HIPAA. With the assistance of PLAN, CMHP shall 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 with HIPAA. CMHP shall comply with HIPAA and the following:
 - 5.1. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. Individually Identifiable Health Information relating to specific individuals may be exchanged between CMHP and OHA or PLAN for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. However, CMHP shall 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 OHA Notice of Privacy Practices, if done by OHA or PLAN. 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.
 - 5.2. HIPAA Information Security. CMHP shall adopt and employ reasonable administrative 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 Agreement. Security breaches involving Member Information must be immediately reported to DHS' Privacy Officer.
 - 5.3. Data Transactions Systems. CMHP shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS EDT Rules, OAR 410-001-0000 through 410-001-0200. In order for CMHP to exchange electronic data transactions with OHA in connection with claims or encounter

data, eligibility or enrollment information, authorizations or other electronic transaction, CMHP shall execute an EDT Trading Partner Agreement with OHA and shall comply with the OHA EDT Rules.

- 5.4. Consultation and Testing. If CMHP reasonably believes that CMHP'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, CMHP shall promptly consult the OHA HIPAA officer and the PLAN HIPAA officer. CMHP, PLAN or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.
6. Resource Conservation and Recovery. CMHP 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. Current guidelines are set forth in 40 CFR Part 247.
7. Audits. CMHP 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."
8. Debarment and Suspension. CMHP shall, in accordance with 42 CFR 438.808(b), not permit any person or entity to be a Subcontractor if the person or entity is 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. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. CMHP shall ensure that no amounts are paid to a Provider who could be excluded from participation in Medicare or Medicaid for the following reasons:
 - 8.1. The Provider is controlled by a sanctioned individual;
 - 8.2. The Provider has a contractual relationship that provides for the administration, management or provision of medical services, or the establishment of policies,

or the provision of operational support for the administration, management or provision of medical services, either directly or indirectly, with an individual convicted of certain crimes as described in section 1128(b)(8)(B) of the Social Security Act;

8.3. The Provider employs or contracts, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services, with one of the following:

8.3.1. Any individual or entity excluded from participation in Federal health care programs.

8.3.2. Any entity that would provide those services through an excluded individual or entity.

8.3.3. The CMHP is prohibited from knowingly having a person with ownership of more than 5% of the CMHP's equity who is (or is affiliated with a person/entity that is) debarred, suspended, or excluded from participation in federal healthcare programs.

9. Drug-Free Workplace. CMHP shall comply with the following provisions to maintain a drug-free workplace: (i) CMHP 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 CMHP's workplace or while providing services to Clients. CMHP's notice shall specify the actions that will be taken by CMHP 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, CMHP'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 OHA and PLAN 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) Neither CMHP, or any of CMHP'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 CMHP or CMHP's employee, officer, agent or Subcontractor has used a controlled substance, prescription or non-prescription medication that impairs CMHP or CMHP'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 (ix) Violation of any provision of this subsection may result in termination of this Agreement.

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

11. Additional Medicaid and CHIP. CMHP shall 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 Section 1396 et. seq., and CHIP benefits established by Title XXI of the Social Security Act, including without limitation:

11.1. 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 Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2); and 42 CFR 457.950(a)(3).

11.2. Comply with all disclosure requirements of 42 CFR 1002.3(a); 42 CFR 455 Subpart (B); and 42 CFR 457.900(a)(2).

11.3. Certify when submitting any Claim for the provision of OHP Services that the information submitted is true, accurate and complete. CMHP shall acknowledge CMHP'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.

12. Agency based Voter Registration. If applicable, CMHP shall 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.

13. Clinical Laboratory Improvements. CMHP shall and shall ensure that any laboratories used by CMHP 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 this Agreement 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.

14. Advance Directives. CMHP shall 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. CMHP shall maintain written policies and procedures concerning Advance Directives with respect to all adult Members receiving medical care by CMHP. CMHP shall provide adult Members with written information on Advance Directive policies and include a description of Oregon law. The written information provided by CMHP 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. CMHP must also provide written information to adult Members with respect to the following:
 - 14.1. Their rights under Oregon law; and

 - 14.2. CMHP’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.

 - 14.3. CMHP must inform Members that complaints concerning noncompliance with the Advance Directive requirements may be filed with OHA.

15. Practitioner Incentive Plans (PIP). CMHP 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. CMHP shall comply with all requirements of Exhibit H, 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.
16. Risk HMO. If CMHP is a Risk HMO and is sanctioned by CMS under 42 CFR 438.730, payments provided for under this Agreement will be denied for Members who enroll after the imposition of the sanction, as set forth under 42 CFR 438.726.
17. Conflict of Interest Safeguards.
 - 17.1. CMHP 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 this Agreement as a DHS or OHA employee.
 - 17.2. CMHP 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.
 - 17.3. CMHP shall not retain a former DHS or OHA employee to make any communication with or appearance before OHA on behalf of CMHP in connection with this Agreement if that person participated personally and substantially in the procurement or administration of this Agreement as a DHS or OHA employee.
 - 17.4. If a former DHS or OHA employee authorized or had a significant role in this Agreement, CMHP shall not hire such a person in a position having a direct, beneficial, financial interest in this Agreement during the two year period following the individual's termination from DHS or OHA.
 - 17.5. CMHP shall develop appropriate policies and procedures to avoid actual or potential conflict of interest involving Members, DHS or OHA employees, and sub-contractors. These policies and procedures shall include safeguards:

- 17.5.1. against CMHP's disclosure of applications, bids, proposal information, or source selection information; and
- 17.5.2. requiring CMHP to:
- (a) promptly report any contact with an applicant, bidder or offeror in writing to OHA; and
 - (b) reject the possibility of possible employment; or disqualify itself from further personal and substantial participation in the procurement if CMHP contacts or is contacted by a person who is an applicant, bidder or offeror in a procurement involving federal funds regarding possible employment for CMHP.
- 17.5.3. The provisions of this section on Conflict of Interest are intended to be construed to assure the integrity of the procurement and administration of this Agreement. For purposes of this Section:
- 17.5.4. "Contract" includes any similar contract between CMHP and PLAN or OHA for a previous term.
- 17.5.5. CMHP shall apply the definitions in the State Public Ethics Law, ORS 244.020, for "actual conflict of interest", "potential conflict of interest", "relative" and "member of household".
- 17.5.6. "CMHP" for purposes of this section includes all CMHP's affiliates, assignees, subsidiaries, parent companies, successors and transferees, and persons under common control with CMHP; and all others acting or claiming to act on their behalf or in concert with them.
- 17.5.7. "Participates" means actions of a DHS or OHA employee, through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in connection with the Contract.
- 17.5.8. "Personally and substantially" has the meaning set forth in 5 CFR 2635.402(b)(4).

18. Non-Discrimination.

- 18.1. CMHP shall 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. CMHP shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.

- 18.2. CMHP shall comply with and cause its subcontractors to 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.
19. OASIS. To the extent applicable, CMHP 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 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.
20. Patient Rights Condition of Participation. To the extent applicable, CMHP shall 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 Agreement, hospitals include short-term, psychiatric, rehabilitation, long-term, and children's hospitals.
21. 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 CMHP or to the extent OHA requires CMHP to supply information or comply with procedures to permit OHA to satisfy its obligations federal grant obligations or both, CMHP must comply with the following parts of 45 CFR:
- 21.1. Part 74, including Appendix A (uniform federal grant administration requirements);
- 21.2. Part 80 (nondiscrimination under Title VI of the Civil Rights Act);
- 21.3. Part 84 (nondiscrimination on the basis of handicap);
- 21.4. Part 91 (nondiscrimination on the basis of age);
- 21.5. Part 95 (Medicaid and CHIP federal grant administration requirements); and
- 21.6. CMHP shall not expend, and CMHP shall include a provision in any Subcontract that its Subcontractor shall not expend, any of the funds paid under this Agreement for roads, bridges, stadiums, or any other item or service not covered under the OHP.



Exhibit 5 - Quality Management (QM)

CMHPs will implement a quality assurance and performance improvement program, including an annual regional work plan and report. CMHPs will report work plan outcomes on an annual basis to Plan.

1. Plan will delegate the following quality functions to CMHPs with ongoing oversight and evaluation further defined in section 2:
 - a. Maintain a regional QM Committee that develops and operates under the annual quality strategy and work plan with report to the Plan;
 - b. Use a regional data integrity audit tool that is mutually agreed upon by the Parties;
 - c. CMHPs will report quarterly data; integrity audit percentages to Plan. If annual data integrity levels fall below 80 percent, Plan will require a Corrective Action Plan (CAP); annual averages shall be calculated by averaging the raw data from the four quarters of the CMHP's self-review and annual CMHPs review that is completed by the Plan methodology for data collection will be established by regional QM committee;
 - d. CMHPs will report critical incidents and grievances to Plan quarterly;
 - e. CMHPs will report utilization of all services to Plan on a quarterly basis;
 - f. Assess the quality and appropriateness of care furnished to members with special health care needs; and
 - g. Identify opportunities for improvement in care coordination for members with serious and persistent mental illness.

2. Plan oversight and management, as outlined within this Agreement, will be maintained through activities that include, but are not limited to:
 - a. Charter and chair quarterly Clinical Quality Utilization Management (CQUM) committee;
 - b. Complete assigned tasks from quality work plans;

- c. Assure a representative from the CMHPs on the CQUM;
 - d. Serve as a technical resource to CMHPs;
 - e. Distribute state measure and quality reports to CQUM, COHC, and OHA as required;
 - f. Conduct its own evaluation of the impact and effectiveness of the annual quality strategy and work plan and report annually to OHA;
 - g. Monitor utilization against practice guidelines and treatment planning protocols and report up to CQUM;
 - h. Report effectiveness of quality work plan to CQUM and other governing bodies;
 - i. Co-facilitate Behavioral Health panel provider site and clinical reviews and monitor corrective action plans;
 - j. Review critical incidents and member grievance and appeals process quarterly. Plan will complete any applicable Quality of Care (QOC) reviews;
 - k. Facilitate the creation, implementation, and reporting of OHA-required Performance Improvement Projects;
 - l. Review a summary of data integrity results from CMHPs quarterly;
 - m. Complete an annual data integrity audit on each CMHP; and
 - n. Monitor corrective action plans of CMHPs and Behavioral Health participating providers when annual data integrity levels fall below eight (80) percent.
3. As part of regional QM functions, Plan and CMHPs will develop, and or maintain, the following committees to support the above functions:
- 3.1. A CQUM, which will be chaired and facilitated by Plan. Members will include a representative from the CMHPs, a panel provider representative, the Plan's Behavioral Health Medical Director, Behavioral Health Manager, Quality Improvement Coordinator, and representatives from the Plan's Medicare and Commercial lines of business. The CQUM will perform the following functions:
- a. Create and adhere to a committee charter, duties, and reporting timelines as stipulated;
 - b. Develop, implement, and track an annual quality work plan;
 - c. Identify state measures that fall under the purview of Plan with CMHPs, the CMHPs, and other behavioral health providers;
 - d. Report against state measures and quality work plan results to the Plan governing body, CQUM, and QAUMPT Committee where applicable;
 - e. Conduct quarterly CQUM meetings; and
 - f. Analyze and provide recommendations, as appropriate, regarding grievance, critical incident, and utilization trends throughout the CMHP's.



Exhibit 6 – Total CCO Capitation for Behavioral Health Services

CMHPs Monthly Capitation Payment

Plan will reimburse CMHPs a monthly amount for each member in each Rate Category, according to the below rate schedules.

Withhold		5%
Holdback	\$5.56	17%

<i>1/1/2016 – 6/30/2016 Rate Table</i>				
Rate Category	Blended Rate	Holdback	Withhold	Monthly Rate
SNRG & TANF & PLMA	\$26.66	\$4.42	\$1.33	\$20.91
Children 0-1 (CHIP, PLMC, TANF Children)	\$0.54	\$0.09	\$0.03	\$0.42
Children 1-5 (CHIP, PLMC, TANF Children)	\$4.79	\$0.79	\$0.24	\$3.76
Children 6-18 (CHIP, PLMC, TANF Children)	\$30.01	\$4.97	\$1.50	\$23.54
ABAD & OAA with Medicare	\$43.47	\$7.20	\$2.17	\$34.10
ABAD & OAA without Medicare	\$120.50	\$19.96	\$6.03	\$94.51
OAA with Medicare	\$43.47	\$7.20	\$2.17	\$34.10
OAA without Medicare	\$120.50	\$19.96	\$6.03	\$94.51
Foster Children (CAF)	\$262.26	\$43.44	\$13.11	\$205.71
ACA19TO44	\$31.30	\$5.18	\$1.57	\$24.55
ACA19TO54	\$34.57	\$5.73	\$1.73	\$27.11
ACA19TO64	\$38.06	\$6.30	\$1.90	\$29.86
Weighted Average	\$33.59	\$5.56	\$1.68	\$26.35

*Old OOA + ABAD rates were blended

<i>By County</i>		
County	Holdback	Holdback in %
Crook	\$5.84	17%
Deschutes & Klamath	\$5.97	18%
Jefferson	\$2.34	7%
Combined	\$5.56	17%

Withhold		5%
Holdback	\$7.19	23%

07/01/2016 – 12/31/2016 Rate Table				
Rate Category	Blended Rate	Holdback	Withhold	Monthly Rate
SNRG & TANF & PLMA	\$27.93	\$6.56	\$1.40	\$19.97
Children 0-1 (CHIP, PLMC, TANF Children)	\$0.28	\$0.07	\$0.01	\$0.20
Children 1-5 (CHIP, PLMC, TANF Children)	\$3.66	\$0.86	\$0.18	\$2.62
Children 6-18 (CHIP, PLMC, TANF Children)	\$25.76	\$6.05	\$1.29	\$18.42
ABAD & OAA with Medicare	\$35.99	\$8.45	\$1.80	\$25.74
ABAD & OAA without Medicare	\$106.51	\$25.02	\$5.33	\$76.16
OAA with Medicare	\$35.99	\$8.45	\$1.80	\$25.74
OAA without Medicare	\$106.51	\$25.02	\$5.33	\$76.16
Foster Children (CAF)	\$250.19	\$58.77	\$12.51	\$178.91
ACA19TO44	\$31.75	\$7.46	\$1.59	\$22.70
ACA19TO54	\$31.98	\$7.51	\$1.60	\$22.87
ACA19TO64	\$28.15	\$6.61	\$1.41	\$20.13
Weighted Average	\$30.61	\$7.19	\$1.53	\$21.89

*Old OOA + ABAD rates were blended

These rates are inclusive of an administrative percentage of 2.5%

By County		
County	Holdback	Holdback in %
Crook	\$6.90	23%
Deschutes & Klamath	\$7.79	25%
Jefferson	\$3.22	11%
Combined	\$7.19	23%

Plan and CMHPs acknowledge that applicable ACA related premium taxes have been accounted for in the above rates.

CMHPs and Plan will discuss Plan's actuarial methodology dated 12/18/15 and by 3/1/2016 adjust rates for the time period 7/1/2016 – 12/31/2016 if necessary.

Plan, in consultation with CMHPs, will procure a contractor to analyze and make recommendations to Plan on the most appropriate proxy for CMHP costs for encounterable services. Plan will use the analysis in development of 2017 rates.

Performance Withhold

A sum of 5% will be withheld from CMHPs 2016 Monthly Capitation Rate and placed in a performance withhold fund. Calculation of incentive measures and disbursement of funds are outlined in Exhibit 3.