YAMHILL COMMUITY CARE ORGANIZTION
OREGON HEALTH PLAN (OHP) LINE OF BUSINESS
MENTAL HEALTH AND SUBSTANCE ABUSE DISORDER SERVICES AGREEMENT

This Mental Health and Substance Abuse Disorder Services Agreement (hereinafter "Agreement") is made and entered into by and between Yamhill Community Care Organization (hereinafter "YCCO") and Yamhill County, a political subdivision of the State of Oregon, acting by and through Yamhill County Health and Human Services Department (hereinafter "YHHS"). The effective date of this Agreement shall be January 1, 2020.

YCCO and YHHS hereby agree to the following:

1. Definitions

Whenever used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Clean Claim" means, with respect to Covered Services, a claim submitted by Provider to YCCO in the format specified by YCCO that can be processed for payment without obtaining additional information from the Provider or from a third party; and has been received within the required time limits stated in Section 4.4.

1.2 "CMS" means the federal Department of Health and Human Services Centers for Medicare & Medicaid Services.

1.3 "Covered Services" means those services in Exhibit A which are provided to:

(i) Members eligible for such services through enrollment in the OHP Plus Plan, the Oregon Health Plan Benefit Package of Covered Services applicable to individuals eligible for the OHP Plus Plan;

(ii) Members eligible for such services through enrollment in the OHP Standard Plan, the Oregon Health Plan Benefit Package of Covered Services applicable to individuals eligible for the OHP Standard Plan;

1.4 "Credentialing Guidelines" means the process by which YCCO obtains, reviews, verifies and evaluates documentation regarding a healthcare provider and determines as to whether the provider shall be designated as a Participating Provider who is authorized to provide services pursuant to this Agreement.

1.5 "DMAP" means the Division of Medical Assistance Programs, which has been a part of the Oregon Health Authority ("OHA") since 2011. References in this Agreement to "DMAP" mean OHA.

1.6 "DMAP Agreement" means the Oregon Health Plan Fully Capitated Health Plan

B.O. 19-516

Agreement between the Oregon Health Authority ("OHA") and YCCO, Agreement #161768, effective October 1, 2019, as amended from time-to-time.

1.7 "DMAP Rules" means the administrative rules duly promulgated by DMAP or OHA under OAR Chapter 410, as amended from time-to-time.

1.8 "Effective Date" shall mean the date indicated in the first paragraph of the Agreement.

1.9 "Emergency Services" has the meaning as provided in OAR 410-120-0000 and includes services provided for diagnosis and treatment of a medical condition manifesting itself by acute symptoms of sufficient severity such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to body functions, or serious dysfunction of any bodily organ or part. These services are considered Emergency Services if transfer of the Member to Member's assigned PCP is precluded because of risk to the Member's health or because transfer would be unreasonable, given the distance involved in the transfer and the nature of the medical condition.

1.10 "Group Provider" means any physician or other healthcare provider who provides services hereunder as an employee, partner, agent, or permitted subcontractor of Provider.

1.11 "Health Care Services" means those Medically Appropriate services performed in the delivery of Covered Services.

1.12 "Medical Card" means the identification card issued by YCCO to a Member upon determination of eligibility, specifying the Plan in which the recipient is enrolled.

1.13 "Medically Appropriate" means services and medical supplies that are required for prevention, diagnosis, or treatment of health conditions which encompasses physical or mental conditions, or injuries, and which are:

1.13.1 Consistent with the symptoms of a health condition or treatment of a health condition;

1.13.2 Appropriate with regard to standards of good health practice and generally recognized by the relevant scientific community and professional standards of care as effective;

1.13.3 Not solely for the convenience of the Member or Provider

of the service or medical supplies; and

1.13.4 The most cost effective of the alternative levels of medical service or medical supplies that can be safely provided to the Member in Provider's judgment.

1.14 "Member" means any individual entitled to receive benefits for Covered Services through the Oregon Health Authority and administered by the YCCO.

1.15 "Non-Covered Services" means those services and supplies that YCCO is not required to provide pursuant to the applicable Plan in which the Member is enrolled.

1.16 "Non-Emergency Services" means those Covered Services that are not Emergency Services.

1.17 "Oregon Administrative Rules" or "OARs" means the administrative rules promulgated by DMAP that detail the rules by which Health Care Services may be provided to Members, as amended from time-to-time.

1.18 "Oregon Health Plan" means the Oregon Health Plan Benefit Package of Covered Services as updated from time-to-time in the OARs and as modified from time to time pursuant to the DMAP Agreement and DMAP Rules.

1.19 "OHP Plans" means the Oregon Health Plan plans offered by YCCO through DMAP and referred to as the "OHP Plus Plan" and "OHP Standard Plan."

1.20 "Participating Provider" means a healthcare professional, entity, facility, or supplier who has contracted with YCCO to provide specified Covered Services to Members.

1.21 "Payment" means YCCO's payment to Provider, based on the rate schedule set forth in Exhibit A, for any Covered Services that are provided to a Member.

1.22 "PCP" means an individual primary care practitioner who is licensed to provide primary care services.

1.23 "PCP Assignment" means the process by which each Member is assigned to a PCP for provision of certain Covered Services.

1.24 "Provider" means: (i) an individual who is a qualified and licensed healthcare provider or (ii) an entity, which may include, without limitation, YHHS, that employs or contracts with individuals and/or entities who are qualified and licensed healthcare providers. All references to "Provider" in Sections 3 through 11, infra, shall mean YHHS and its permitted subcontractors (see Section 2.2 for the definition of permitted subcontractors).

1.25 "Provider Manual" means the paper or electronic collection of YCCO Policies, including the Credentialing Guidelines, delivered or made available to Provider, governing certain aspects of the administration of this Agreement and the provision of, and billing for, Covered Services.

1.26 "Term" means the period beginning as of the Effective Date and ending as of the date of termination as provided in Section 10 below.

1.27 "YCCO" shall mean Yamhill Community Care Organization, an Oregon nonprofit corporation contracted with State of Oregon to provide Oregon Health Plan services in Yamhill County.

1.28 "YCCO Policies" means the policies, procedures, protocols, forms and guidelines (including, but not limited to, grievance procedures, quality assurance protocols, utilization management protocols, and Credentialing Guidelines, all as set forth in the Provider Manual and otherwise communicated to Provider), all as in effect from time-to-time and as communicated to Provider.

2. Engagement

2.1 Health Care Services. Beginning as of the Effective Date, and continuing for the Term, YCCO hereby engages YHHS to provide Health Care Services to Members pursuant to the following plan(s): OHP Plus and OHP Standard.

2.2 Subcontracting. YHHS may subcontract to one or more individual or entity healthcare providers the provision of healthcare services hereunder provided: (i) all such arrangements are documented in a written agreement in compliance with the DMAP Agreement; (ii) the written agreement provides that such individuals or entities shall comply with all applicable provisions of this Agreement; (iii) such individuals or entities shall be qualified and licensed to provide such services; and (iv) such individuals shall be subject to approval by YCCO using the Credentialing Guidelines. Individuals and/or entities which meet the foregoing requirements in this Section 2.2 are permitted subcontractors.

2.3 Superseding Requirements. This Agreement and the relationship between YCCO and YHHS are subject to the DMAP Agreement, DMAP Rules and applicable CMS Rules. If there is a conflict between the terms of this Agreement and the DMAP Agreement, DMAP Rules, or applicable CMS Rules, the terms of the applicable DMAP Agreement, DMAP Rules or CMS Rules shall control.

3. Standards

3.1 Standards of Care. Provider shall:

3.1.1 Provide Covered Services in a manner that assures continuity and coordination of the Health Care Services provided to each Member;

3.1.2 Accept referral of Members, and render services to Members, on the same basis as Provider accepts and renders services to other patients. Provider shall not discriminate based on source of payment, race, sex, national origin, ancestry, religion, marital status, sexual orientation or age. Provider shall accept referrals of Members on the same basis as Provider accepts other patients. Provider shall not discriminate against Members because of any factor related to health status.

3.1.3 Conduct its practice and treat all Members using that degree of care, skill, diligence and cultural competence as is used ordinarily by careful providers in the same or similar circumstances in the Provider's community or a similar community.

3.1.4 Violation of Section 3.1 shall constitute a material breach that entitles YCCO to terminate this Agreement immediately on notice to YHHS.

3.2 Access to Services. Provider shall provide access to services for Members without undue delay and as soon as necessary considering the Member's medical condition. Provider shall comply with applicable access standards set forth in the YCCO Policies. Provider shall be available to render services, within the scope of Provider's practice and licensure, and when medically necessary, on a 24-hour, seven-day-a-week basis. Provider shall comply with Title II of the Americans with Disabilities Act and establish policies and procedures to communicate with and provide access to services for Members with difficulty communicating due to disability or limited English proficiency or diverse cultural and ethnic backgrounds.

3.3 Licensure. Provider shall obtain and maintain, and require its employees and agents rendering services under this Agreement to obtain and maintain, all required licenses, certificates, or qualifications, and to give YCCO immediate notice of the lapse, termination, cancellation, limitation, qualification, or suspension of the same. Provider and Group Providers shall maintain all appropriate licenses and certifications mandated by YCCO Policies and governmental regulatory agencies, including without limitation, DEA certification and licensure to practice medicine in the State of Oregon. No Provider or Group Provider shall provide Covered Services to Members under this Agreement unless and until the Provider or Group Provider has been approved by YCCO using the Credentialing Guidelines.

3.4 Training and Education. Provider shall ensure that all personnel providing services to Members under this Agreement are properly trained and qualified to render the services they provide. Provider shall arrange for continuing education as necessary to maintain such competence and satisfy all applicable licensing or other legal or regulatory requirements.

3.5 Facilities and Equipment. Provider shall maintain facilities and equipment appropriate for provision of services to Members of a type and quality consistent with generally accepted standards of practice in Provider's community and the

healthcare profession. Upon request, and upon at least 24 hours prior notice, Provider shall permit DMAP or YCCO representatives to inspect Provider's facilities and equipment used to provide services to Members, all such inspections to be conducted in such a way as to minimize interference or interruption of Provider's ability to provide services under this Agreement.

4. Duties of Provider

4.1 Provision of Health Care Services. If Provider is an individual, Provider shall provide Covered Services to Members within the scope of Provider's practice and licensure. If Provider is an entity, Provider shall provide Covered Services through its Group Providers, within the scope of each Group Provider's practice and licensure.

4.2 Referrals; Prior Authorizations. Provider shall comply with YCCO Policies regarding referrals and authorizations. Notwithstanding the foregoing, self-referral shall be allowed as required by law.

4.3 Eligibility. Before providing Covered Services (other than Emergency Services) to a Member, Provider shall determine that the Member possesses a facially valid and current Medical Card or shall verify eligibility electronically (via web access) or in cases where web access is not available, by telephone contact with YCCO. In all instances, supporting identification should be reviewed.

4.4 Claims. Provider shall submit YCCO claims in such form, and containing such information and supporting documentation, as is specified by the YCCO Policies. Provider shall submit claims to YCCO no later than one hundred twenty (120) days after the Covered Service is provided. Provider shall submit claims to YCCO no less frequently than once a month. Provider hereby, and by submitting each claim thereby, certifies that all claims, submissions and/or information Provider submits to YCCO hereunder is and shall be true, accurate, and complete. Provider acknowledges that Payment shall be from federal and state funds, and therefore any falsification or concealment of material fact by Provider may be prosecuted under federal and state laws. All billings and Payments processed through the Medicaid Management Information System shall be processed in accordance with applicable OARs. Provider shall comply with DMAP Rules when submitting claims to DMAP for services that fall within the definition of Non-Covered Services with respect to YCCO, but that may be otherwise covered by DMAP. Within six months after the Effective Date, Provider shall submit electronically 100%, or such lesser percentage as shall be designated by YCCO, of Provider's claims to YCCO.

4.5 Utilization Management and Quality Review. Provider shall cooperate and comply with utilization management and quality improvement activities requested by YCCO, DMAP, CMS, or the National Committee on Quality Assurance ("NCQA") or any other governmental agency with authority over YCCO or the Plan(s). YCCO does not use financial incentives that reward underutilization.

4.6 Fraud and Abuse. Provider shall comply with all legal requirements and prohibitions relating to healthcare fraud and abuse, including without limitation, the Anti-Kickback Statute, 42 USC 1320a; the Stark Law, 42 USC 1395nn; Section 1128B of the Social Security Act; and the healthcare fraud provisions of HIPAA 18 USC 1347.

4.7 Use of Provider Name. Provider shall allow its name and Group Physicians' names, to be used in connection with YCCO' s communications with Members.

4.8 Group Providers. Provider acknowledges and agrees that all provisions of this Agreement applicable to Provider shall apply with equal force to its Group Providers, unless clearly applicable only to Provider. Provider agrees that it is Provider's responsibility to assure that the obligations of Group Providers under this Agreement are fully satisfied, that Provider will take all steps necessary to cause its Group Providers to comply with and perform the terms and conditions of this Agreement and that Provider's failure to do so shall constitute a material breach of this Agreement by Provider.

4.9 Notification. Provider shall notify YCCO immediately in the event that any healthcare provider providing services hereunder becomes listed on the "List of Parties Excluded from Federal Procurement or Non-procurement Programs" (45 CFR Part 76) or is debarred, suspended or excluded from any state or federal program, retires, dies, becomes incapacitated, has any license restricted, suspended or revoked, is convicted of a felony, fails to materially comply with YCCO Policies, leaves the employment of Provider, or otherwise ceases to render Covered Services. YCCO reserves the right to notify Members upon any Provider or Group Provider(s) ceasing to provide services hereunder to Member(s).

4.10 Compliance with DMAP Agreement; CMS Agreement; and With Applicable Law. Provider shall comply with the applicable provisions of the DMAP Agreement, DMAP Rules, YCCO Policies and all other applicable laws and regulations, both generally and specifically as set forth in Exhibit C hereto. To the extent any provision of the DMAP Agreement applies to YCCO with respect to the services YCCO is providing to DMAP through this Agreement, such DMAP provision shall be, and hereby is, incorporated by reference into this Agreement and shall apply equally to Provider. YCCO may only delegate to Provider activities or functions under the CMS Agreement in a written arrangement specifying delegated activities or responsibilities.

4.11 Electronic Communication. Provider shall use its best commercial efforts to communicate with YCCO, submit claims, determine Member eligibility, receive payment and refund payments, receive explanation of benefits, check claims status, submit requests for claims adjustment, and perform other Plan administrative functions, through such electronic media, including web-based or other online resources or functionalities, as are made available to Provider by YCCO from time-to-time.

4.12 Special Health Care Needs Population. YCCO shall work collectively with Provider to identify Members with Special Health Care Needs. Provider shall actively engage such Members in accessing and managing appropriate preventive, remedial and supportive care and services to reduce the use of avoidable Emergency Department Visits and Hospital admissions. Provider and YCCO in collaboration shall produce a Treatment Plan for each Member identified which shall include a standing referral process for direct access to specialists.

5. Duties of YCCO

5.1 General. YCCO shall perform administrative, accounting, Member communication, enrollment, Member grievance resolution, and other functions necessary or appropriate for the administration of this Agreement.

5.2 YCCO Policies. YCCO shall deliver or make available electronically to Provider, its Provider Manual and all relevant YCCO Policies and provisions.

5.3 Identification and Eligibility. YCCO shall supply Members with a Medical Card. YCCO shall make available to Provider information regarding current Member eligibility, Plan enrollment, and PCP assignment of Members.

5.4 Personnel and Facilities. YCCO shall maintain adequate personnel and facilities to provide timely telephone, electronic, or written response, during normal business hours, to inquiries regarding Member eligibility, Covered Services, PCP Assignment, and prior authorizations or referrals.

5.5 Participating Providers. YCCO shall contract with a panel of primary care, specialty, ancillary, inpatient and tertiary providers to service its Members. YCCO shall maintain, and make available to Provider, a directory of Participating Providers. During the Term, Provider shall be listed in the directory as a Participating Provider of YCCO.

5.6 Credentialing. YCCO shall adopt Credentialing Guidelines, shall include them in the Provider Manual, and shall credential each Provider under the Credentialing Guidelines. Any adverse credentialing action shall be taken only pursuant to the Credentialing Guidelines. If any healthcare professional affiliated with Provider fails to comply with this Agreement, YCCO reserves the right to exclude such healthcare professional from providing services hereunder. Upon notification of such exclusion, Provider shall ensure that the excluded healthcare professional no longer provides services hereunder.

5.7 Business Name. Subject to prior approval of YCCO after review of the form and content of all materials that reference YCCO and any other names or logos YCCO uses (the "Names"), Provider may use the Names in connection with communication with Members.

5.8 Delegation of Functions. YCCO oversees and is accountable to CMS for the provision of Covered Services and may only delegate functions to Provider in a manner consistent with requirements set forth in 42 CFR 422.504 and under a separate written arrangement. Nothing in this Agreement amends or changes the obligation of YCCO to adhere to and fully comply with the terms and conditions of the CMS Agreement.

6. Compensation

6.1 Payments. Billing and Payment for all claims shall be pursuant to YCCO Polices. YCCO shall issue Payment to Provider by the forty-fifth (45th) day after YCCO receives a Clean Claim, or by such earlier time as is required by applicable law. YCCO shall pay Provider for Covered Services hereunder pursuant to the applicable rates and payment terms specified in Exhibit A hereto. Provider shall not collect from any payor or combination of payors an amount for any service to a Member that exceeds the Payment, except for allowed copays, coinsurance, deductibles or any other cost sharing, if any.

6.2 Modification in Payment Rates. Except as expressly otherwise stated in Exhibit A, the Payment rate(s) specified on Exhibit A hereto shall not automatically change in the event of a change in an external index or number (such as RVUS, Conversion Factor, or other external index) and, instead, any such change in the Payment rate(s), shall be accomplished through the procedure specified in Section 11.1.

6.3 Conditions for Non-Payment. YCCO shall have no obligation to make Payments to Provider if:

6.3.1 Provider fails to obtain, when required by YCCO Policies, valid referral or authorization to provide Health Care Services;

6.3.2 Provider fails to verify an individual's identity or eligibility for Covered Services in accordance with YCCO Policies and the individual is not a Member. Note that YCCO shall not deny payment based on ineligibility if Provider inquired of YCCO as to eligibility within two (2) business days prior to providing the Covered Services and YCCO incorrectly verified that the individual was eligible.

6.3.3 Information provided to YCCO by Provider is materially inaccurate and YCCO determines that the individual was not eligible, or the services were not Covered Services;

6.3.4 The delivered services are not Covered Services, do not comply with this Agreement or with YCCO Policies, including without limitation the quality of care and utilization standards;

6.3.5 Provider fails to submit claims within one hundred twenty (120) days after the day on which the service was provided to the Member;

6.3.6 As further specified in YCCO Policies, the delivered goods or services arise from so-called "Never Events" as defined by CMS in National Coverage Determinations; or from any analogous list of events adopted by DMAP for which Medicaid payment will not be made or will be reduced, both as modified from time to time; or

6.3.7 As further specified in YCCO Policies, the delivered goods or services arise from Serious Reportable Events (SREs), Hospital Acquired Conditions (HACs), or similar categories of serious preventable errors, as defined by CMS or DMAP regulations as amended from time to time, for which YCCO shall not pay directly related charges, including any charges resulting from extended lengths of stay.

6.4 Overpayments. Any Payments made by YCCO to which Provider is not entitled or owed shall be considered an overpayment. In YCCO's sole discretion, such overpayment shall be offset from future Payments from YCCO to Provider as allowed by law or, upon written instruction from YCCO, Provider shall refund the overpayment to YCCO within ten (10) days.

6.5 Coordination of Benefits. YCCO reserves the right to coordinate benefits with other health plans, insurance carriers, government agencies, and other payors. To the extent allowed by law, YCCO will also coordinate benefits when a Member is eligible for both Medicaid and Medicare. YCCO may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with applicable confidentiality laws. Coordination of benefits shall not result in Provider receiving Payment in excess of the contracted amount determined by Exhibit A of this Agreement, except where applicable laws require the contrary. If Provider has actual knowledge that a Member has a source of payment other than YCCO, or that either Member or Provider is otherwise entitled to payment from a third party, Provider shall immediately notify YCCO. Any Payments made by YCCO to which Provider is not entitled or owed shall be considered an overpayment subject to Section 6.4.

6.6 Non-Covered Services. Provider may bill Member and collect for those services, supplies or equipment that are lawfully the financial responsibility of the Member (as defined in the most recent OARs or CMS Rules). This provision shall include collection for Non-Covered Services for which Provider has obtained a DMAP-compliant written waiver prior to delivering the services. Further, Provider shall advise a Member, who is the patient of Provider, about the health status of the Member or any service, treatment, or test that is Medically Appropriate but not authorized under the OHP Plans if the Provider is 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.

6.7 Payment in Full. Except as expressly provided below: (i) Payments to Provider by YCCO under this Section 6 and Exhibit A shall constitute payment in full for all

services provided by Provider, Group Providers, and Provider's employees agents, and permitted subcontractors under this Agreement; (ii) Provider shall not charge, bill or seek compensation, remuneration or reimbursement from, or have recourse against the State of Oregon Department of Human Services, CMS or any Member for Covered Services provided during the period for which YCCO received a capitation payment from DMAP or CMS with respect to the Member; (iii) Provider shall not bill Member any amount greater than would be owed by the Member if YCCO provided the services directly (e.g., no balance billing is allowed) and any agreement of a Member to the contrary shall not bind YCCO; and (iv) in no event including, but not limited to, non-payment by YCCO, YCCO's insolvency, cessation of operations, or breach of this Agreement, shall Provider bill, charge, collect a deposit, seek compensation from, or have any recourse against DMAP, CMS, a Member, or person other than YCCO. Notwithstanding the foregoing, this provision does not prohibit collection for Non-Covered Services or any permitted copays, coinsurance, deductibles or any other cost sharing, if any. Provider shall not hold any Member liable for payment of any fees that are the legal obligation of YCCO. When combined with all other sources of payment, YCCO's Payment cannot exceed the Payment listed in Exhibit A. If Member is eligible for both Medicare and Medicaid, Provider shall not hold Member liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts.

6.8 Continuity of Care. In the event of YCCO's insolvency or cessation of operations, Provider shall continue to provide Covered Services to (i) OHP Plan Members for the duration of the period for which YCCO was paid a capitation payment by DMAP; and (ii) Members confined in an inpatient facility on the date of insolvency or cessation of operations, until medically appropriate discharge of the Member.

6.9 Audit of Claims. YCCO and Provider shall have the right to review and audit any claims and to reconcile any amounts accordingly within twelve (12) months from the date Payment was issued by YCCO to Provider. YCCO and Provider shall not be entitled to review and adjust Payments made more than twelve (12) months previously.

6.10 Rate Setting Tool. YCCO approves the use of the Dale Jarvis Rate Setting Tool annually to establish Usual and Customary Charges which are encountered in the claims management system. Provider will work with YCCO throughout the term of this Agreement to demonstrate the existing business practice and how other sub-contractors fall under this rate setting tool and share any related financial and clinical data as needed.

6.11 Quality Incentive Funding. Provider will participate in the YCCO Pay for Performance (P4P) quality pool measures as determined and approved by YCCO's Board of Directors and P4P committee, as specified in Exhibit B.

7. Insurance

7.1 Liability Insurance. Provider shall obtain and keep in effect during the Term, professional liability insurance as follows:

7.1.1 Coverage for Individual Clinicians. (a) Professional liability insurance insuring each individual physician and Group Provider providing services under this Agreement at a minimum level of $1,000,000 per claim/$3,000,000 annual aggregate; and (b) comprehensive general liability insurance at a minimum level of $1,000,000 per claim/$3,000,000 annual aggregate.

7.1.2 Coverage for the Practice Entity (e.g. Professional Corporation or Partnership). (a) Professional liability insurance insuring Provider at a minimum level of $1,000,000 per claim/$5,000,000 annual aggregate covering the acts and omissions of Provider; and (b) comprehensive general liability insurance at a minimum level of $1,000,000 per claim/$5,000,000 annual aggregate.

7.1.3 Such insurance shall be upon terms and with insurance carriers reasonably acceptable to YCCO. Provider shall provide proof of insurance coverage upon request of YCCO. Provider shall immediately notify YCCO of any material change in coverage including without limitation, change in carrier, coverage limits or exclusions.

7.2 Workers' Compensation. Provider shall maintain workers' compensation insurance coverage for all of Provider's subject workers (ORS 656.027) and shall otherwise comply fully with ORS 656.017 (Coverage). At YCCO's request, Provider shall provide YCCO a certificate showing current workers' compensation insurance coverage.

8. Records and Confidentiality of Records

8.1 Maintenance; Reporting; Provider shall maintain in an accurate and timely manner financial, medical, and other records pertinent to this Agreement. Provider shall ensure timely access to Members to the records and information that pertain to them. Provider shall deliver to YCCO, within time frames sufficient to allow YCCO to meet its reporting requirements pursuant to the DMAP Agreement, all data used for analysis of delivery system capacity, consumer satisfaction, financial solvency, encounter, utilization and quality improvement and other reporting requirements.

8.2 Access to Records; Retention. Provider shall maintain and retain records and provide access to records and facilities as required by the CMS Rules; OAR 410-141-0180; the DMAP Agreement Exhibit B, Part VIII, Section 1, Record Keeping; the Provider Manual; and as further provided in Exhibit C hereto.

8.3 HIPAA and Confidentiality of Medical Information. YCCO and Provider acknowledge the importance of protecting Member medical information. YCCO and Provider shall comply with all such applicable rules and regulations, including without limitation the applicable privacy protections of the Health Insurance Portability and Accountability Act, and with the confidentiality provisions referenced in Exhibit C hereto. Provider and YCCO shall ensure that their agents, employees, and subcontractors with access to Member information understand and comply with all applicable protections.

9. Grievance Procedures

~~3.1~~ 9.1 Members. YCCO shall maintain and publish procedures for hearing and responding to the grievances of Members and Participating Providers. Provider shall cooperate with such grievance procedures and any grievance procedures of DMAP, O H A , CMS or other governmental agency with authority over YCCO or the Plan(s). Provider shall participate and adhere to Member appeal rights as described in the Provider Manual.

9.2 Arbitration. Any controversy or claim between or among the parties arising out of or relating to this Agreement or the breach, termination, or validity thereof, except for an action for temporary, preliminary, or permanent injunctive relief, shall be settled exclusively by confidential, final and binding arbitration administered by the Arbitration Service of Portland, Inc. ("ASP") and conducted by a sole arbitrator in accordance with the ASP's Commercial Arbitration Rules ("Rules"). The arbitrator shall have at least ten (10) years' experience in the legal aspects of government medical programs such as Medicare or Medicaid. The arbitration shall be conducted in Yamhill County, Oregon. Judgment on the award may be entered by any court having jurisdiction thereof.

10. Term and Termination; Suspension

10.1 Effective Date and Term. This Agreement will be in effect as of the Effective Date and shall continue to be in effect until terminated pursuant to this section.

10.2 Termination Without Cause. Either party may terminate this Agreement without cause by giving the other party written notice at least ninety (90) days prior to the effective termination date, which shall be the last day of the month designated in the notice.

10.3 Termination by YCCO with Cause. Following notice to Provider setting forth the

specific grounds for termination, YCCO may terminate this Agreement with immediate effect upon the occurrence of:

10.3.1 The lapse, restriction, relinquishment, suspension, expiration, cancellation, or termination of any required license, certification, or qualification of Provider, or the lapse, restriction, relinquishment, suspension, expiration, cancellation, or termination of Provider's insurance as required in Section 7;

10.3.2 Provider's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage Provider's affairs, or the judicial declaration that Provider is insolvent;

10.3.3 The violation by Provider of any material provision of this Agreement or the YCCO Policies, which, if capable of cure, has not been cured within sixty (60) days after notice of the violation;

10.3.4 A danger posed by Provider to the health or safety of one or more Members in the sole reasonable discretion of YCCO. Following any such suspension or termination, YCCO's grievance or Credentialing Guidelines will be available to resolve any dispute about the grounds for termination or suspension;

10.3.5 The termination, suspension, or expiration of the DMAP Agreement or CMS Agreement, as applicable; or

10.3.6 Provider's performance is inadequate to meet the requirements of the DMAP Agreement or CMS Agreement, as applicable.

10.4 Termination by Provider with Cause. Following written notice to YCCO setting forth the specific ground for termination or suspension, Provider may terminate or suspend this Agreement with immediate effect upon the occurrence of:

10.4.1 The termination, suspension, or expiration of the DMAP Agreement or CMS Agreement, as applicable;

10.4.2 YCCO's failure to cure a past-due Payment, which failure continues for at least sixty (60) days after Provider shall have provided written notice that the Payment is past due;

10.4.3 YCCO's filing for protection under the United States Bankruptcy Code, the appointment of a receiver to manage YCCO's affairs, or the judicial decision that

YCCO is insolvent; or

10.4.4 The violation by YCCO of any material provision of this Agreement, if the same is not cured within sixty (60) days after Provider shall have provided written notice to YCCO of the violation.

10.5 Transition. In the event termination is not effective immediately upon notice, the parties shall continue to perform all their duties and obligations hereunder from the date of notice until the date of termination.

10.6 Duties After Termination. Upon termination of this Agreement:

10.6.1 Provider shall ensure the orderly and reasonable transfer of Member care in progress to new healthcare providers, if necessary;

10.6.2 If Provider continues to provide Covered Services to a Member after the date of termination of this Agreement, YCCO shall make payments to Provider at the DMAP fee-for-service rates in effect at the time services were delivered to the former Member if the former Member remains an eligible DMAP recipient during the period the services were provided and YCCO qualifies for payments from DMAP for the services provided by Provider to the former Member.

10.7 Survival. The following provisions of this Agreement shall survive its termination: Sections 2.3; 4.7; 4.8; 6.4; 6.5; 6.8; 6.9; 8; 9.2; and 10.6. Section 6 shall survive termination with respect to Payment for periods prior to termination

10.8 Suspension. In the event of any circumstance constituting cause for termination pursuant to Section 10.4 hereof, then in lieu of termination, YCCO may in its sole reasonable discretion elect to deliver to Provider a Notice of Suspension. Upon delivery of a Notice of Suspension, YCCO may suspend the assignment of new Members to Provider and impose such other terms and conditions as YCCO may determine in its discretion to address the circumstances constituting cause for termination. The delivery of a Notice of Suspension shall not impair YCCO's right to terminate this Agreement for cause or without cause as provided in this Section 10.

11. Miscellaneous

11.1 Amendments. This Agreement and its Exhibits may only be modified and any such modification shall only be deemed effective upon written approval by both parties. YCCO may propose to amend this Agreement, and its Exhibits, upon thirty (30) days' written notice to Provider. Such amendments shall automatically

become effective thirty-one (31) days after the date of written notice, unless written notice rejecting such amendments is delivered to YCCO by the Provider within thirty (30) days after such written notice. YCCO shall provide Provider with at least thirty (30) calendar days' prior notice of any modification or amendment to the YCCO Policies that have a material impact on Provider's continued ability to render Covered Services to Members; provided, however, any such modifications or amendments that are necessary to comply with legal requirements or with the DMAP Agreement or CMS Agreement may be made effective on such earlier date as is required by law and as specified in the notice.

11.2 Assignment. Neither party may assign all or any part of this Agreement, or any of its obligations or rights hereunder, without the written consent of both parties, which consent shall not unreasonably be withheld. In the event of merger, consolidation, or acquisition of either party, this Agreement shall be binding on the parties and any successors of the parties.

11.3 Independent Contractors. Provider and its employees, agents and Group Provider(s) are performing the work under this Agreement as independent contractors in relation to YCCO. All Member care and related decisions are the responsibility of Provider and Group Providers and no YCCO Policies nor any other YCCO action shall dictate or control a healthcare provider's clinical decisions with respect to the care of a Member. Provider and Group Provider(s) may freely communicate with Members about their treatment options, regardless of benefit coverage limitations. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Provider shall indemnify and hold harmless YCCO from all claims, liabilities, and third-party causes of action arising out of Provider's provision of care to Members. YCCO shall indemnify and hold harmless Provider from all claims, liabilities and third-party causes of action arising out of YCCO's administration of the Plans. Each party shall furnish, and shall require any person under contract with it to furnish, notice to any affected parties promptly after receipt of any claim or any threatened claim that might give rise to an obligation of indemnity hereunder.

11.4 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provisions would result in a failure of consideration under this Agreement, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11.5 Governing Law. The laws of the state of Oregon shall govern this Agreement without reference to conflicts of law principles. Any action to interpret or enforce this Agreement that is not subject to mandatory arbitration as provided pursuant to Section 9.2 shall be brought exclusively in the appropriate state or federal court located in the state of Oregon.

11.6 Notices. All notices shall be in writing and shall be deemed delivered if personally delivered or dispatched by express, certified or registered mail, return receipt requested, addressed to the parties as set forth opposite their respective names below:

YCCO
807 NE Third Street
McMinnville, Oregon 97128

Yamhill County Health and Human Services Department
627 NE Evans Street
McMinnville, OR 97128
Attention: Director

Notice shall be deemed given on the date it is personally delivered, or one (1) day after the date it is dispatched by express, or three (3) days after the date it is deposited in the United States Postal Service, in accordance with the foregoing. Either party may at any time change its address for notification purposes of mailing a notice as required above, stating the change and setting forth the new address. The new address shall be effective on the date specified in such notice, or if no date is specified, on the fifth (5th) day following the date such notice is received.

11.7 Integration. This Agreement, including all exhibits, constitutes the entire Agreement between the parties pertaining to its subject matter, and supersedes all prior agreements and understandings of the parties.

11.8 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their permitted assignees.

11.9 Section Headings. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement.

11.10 Unforeseen Circumstances. Neither party shall be liable for or deemed to be in default for any delay or failure to perform any act under this Agreement (other than the payment of money) resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, acts of terrorism, war, accidents, fires, explosions, earthquake, flood, failure of transportation, or labor strikes.

11.11 Limitations of Damages. Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever sustained because of a breach of this Agreement or any alleged tortious conduct by the other party.

11.12 Attorneys' Fees. In the event an action, suit or proceeding, including any arbitration proceeding, and including appeal from any of the foregoing, is brought

for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

11.13 Waiver of Breach. The failure of YCCO or Provider to object to or to take affirmative action with respect to any conduct of the other which is a breach of this Agreement shall not be construed as a waiver of that breach or of any prior or future breaches of this Agreement.

11.14 Limitations of Third-Party Beneficiaries. This Agreement shall in no way be construed to provide any rights directly to Members or other persons who are not parties to this Agreement.

11.15 All Exhibits referred to in this Agreement and Schedules attached thereto shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. If there is a conflict between the terms of this Agreement and the terms of any Exhibit, the terms of the Exhibit shall prevail as to the matter covered by the Exhibit.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement.

YAMHILL COUNTY
BOARD OF COMMISSIONERS

~~Chair, RICHARD L. "RICK" OLSON~~
Vice Chair, Mary Starrett

Unavailable for signature

~~Commissioner, MARY STARRETT~~
Chair, Rick Olson

Commissioner, CASEY KULLA

Date: 12/31/19

RECOMMENDED BY:

Silas Halloran-Steiner, Director HHS

APPROVED AS TO FORM:

Yamhill County Legal Counsel

Date: 12/31/19

Yamhill County Care Organization, Inc.

Seamus McCarthy
President and Chief Executive Officer
807 NE Third Street
McMinnville, OR 97128

Date: 12/31/2019

Accepted by Yamhill County
Board of Commissioners on
12/19/19 by Board Order
19-516

Exhibit A
Compensation

Total monthly per member, per month (PMPM) fee of $51.64 starting in January 2020.

Direct Member Services	Per Member Per Month
Mental Health Outpatient*	$30.95
Mental Health Respite**	$1.46
SUD Outpatient***	$7.71
Transitional Treatment Recovery Services****	$2.94
System of Care Wraparound	$3.63
ACT/SE	$2.60

*Mental Health Outpatient services include those services provided by Provider and the local YCCO network which only includes: Lutheran Community Services, George Fox University, Oregon Family Support Network. Other Fee-For-Service payments are the responsibility of YCCO.
**Mental Health Respite services include those services provided by Provider and the local YCCO network which only includes: Catholic Community Services Rainbow Lodge. Other Fee-For-Service payments are the responsibility of YCCO.
***Substance Use Disorder Outpatient services include those services provided by Provider and the local YCCO network which only includes: Provoking Hope. Other Fee-For-Service payments are the responsibility of YCCO.
****Transitional Treatment Recovery Services include those services provided by Provider and the local YCCO network which only includes: Provoking Hope. Other Fee-For-Service payments are the responsibility of YCCO.

Health Related Services	Per Member Per Month
LCS Prevention Programs	$0.48
Champion Team	$0.46
Project Able	$0.20
Dual Diagnosis Anonymous	$0.08
Warmline	$0.07
Lines for Life	$0.26
Provoking Hope (Responsible Dads)	$0.20
YHHS Flex Purchases	$0.08
Community Benefit Initiative (CBI)	$0.52

Provider shall be paid by YCCO monthly based on 820 enrollment files. YCCO to be responsible for verification of membership counts. In the event YCCO identifies a discrepancy between Provider Membership count and YCCO's Membership count, YCCO shall notify

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Exhibit "A"

Provider and the parties shall use all reasonable efforts to resolve the discrepancy and make applicable invoice adjustments within 30 days from the notice to Provider of the discrepancy.

In the event the costs to the Provider exceed the capitated compensation received for the services above, the YCCO will negotiate an additional payment to the Provider to offset the difference. In the event the costs to the Provider are less than the capitated compensation received for the services above, the Provider will not be required to payback YCCO the difference. Provider will be required to provide supplemental financial statements (Exhibit L) for the reconciliation of payments as well as to support required OHA filings by YCCO.

Exhibit B
Quality Incentive Funding

Provider will participate in the YCCO Pay for Performance (P4P) quality pool measures as determined and approved by YCCO's Board of Directors and P4P committee. The P4P available under this Agreement is dependent on funds passed through CCO Contract #161768 to YCCO and then onto Provider. The next available payout will be in calendar year 2021 for services rendered in calendar year 2020.

The P4P payment will be based on the achievement of the annual YCCO Improvement Target for the following OHA quality measures related to mental health and substance abuse disorder services:

Measure	Measure Description
Disparity Measure: Emergency Department Utilization among Members with Mental Illness	Number of ED visits per 1,000 member months for adult members enrolled within the organization who are identified as having experienced mental illness
Mental and Physical Health and Oral Health Assessment within 60 days for Children in DHS custody	Percentage of children ages 0-17 who received a physical health assessment, children ages 1-17 who received a dental health assessment, and children ages 4-17 who received a mental health assessment within 60 days of the state notifying CCOs that the children were placed into custody with the Department of Human Services (Foster Care)
Initiation and Engagement of Alcohol and Other Drug Abuse or Dependence Treatment	Percentage of adolescent and adult patients with a new episode of alcohol or other drug (AOD) dependence who (1) initiated treatment through an inpatient AOD admission, outpatient visit, intensive outpatient encounter or partial hospitalization within 14 days of the diagnosis and (2) who initiated treatment and who had two or more additional services with a diagnosis of AOD within 34 days of the initiation visit

Exhibit C
Oregon Health Plan Compliance

Pursuant to the DMAP Agreement, CMS Agreement and or applicable federal and state laws, the following legal requirements, all as amended from time-to-time, are applicable:

DMAP Agreement

Provider shall comply with each applicable provision of the DMAP Agreement, as amended from time- to-time.

Confidentiality of Member Information

YCCO and Provider shall comply with the following provisions regarding Member information: 45 CFR parts 160 and 164 (HIPAA Privacy Rule) and OHS Notice of Privacy Practices; OAR 410-014- 0000 et seq (DMAP Confidentiality Regulations); ORS 192.527-192.528 (protected health information); 42 CFR Part 2 (drug and alcohol diagnosis and treatment), 42 CFR Part 431 Subpart F (Medicaid), 45 CFR Part 205.50 (federal family assistance programs), ORS 179.505 through 179.507 (public agencies and institutions, community mental health providers and subcontractors, contractors of Mental Health and Developmental Disabilities Services Division or Office of Mental Health and Addiction Services), 411.320 (public assistance programs), 430.399 (intoxicated patients taken by police to treatment facility), and 433.045(3) (HIV test information). In addition, if Provider is a public body within the meaning of the Oregon public records law, Provider must comply with the requirements of ORS 192.502(2) (personal information), 192.502(8) (information confidential under federal law), and 192.502(9) (information confidential under state law). Provider and YCCO shall not use, release, or disclose any information concerning a Member for any purpose not directly connected with the administration of this Agreement or under Title XIX of the Social Security Act, except with the written consent of the Member, the Member's attorney or, if applicable, the Member's parent or guardian, or unless otherwise authorized by law.

Access to Records

Provider shall provide YCCO, DMAP, Oregon Department of Human Services; CMS, the Comptroller General of the United States, the Oregon Secretary of State, Oregon Department of Justice, and all of their duly authorized representatives, the timely and unrestricted right of access to Provider's facilities, and to Provider's books, documents, papers, plans, writings, and to its financial and medical records and all accompanying billing records involving transactions related to this Agreement or that are otherwise directly pertinent to this Agreement. Such access shall be for the purposes of inspection, evaluation, and auditing and in order to monitor and evaluate cost, performance, compliance, quality, appropriateness, and timeliness of services provided under this Agreement and as reasonably required to investigate an allegation of fraud or abuse. These records will be made available for the purpose of audit, examination, excerpts, and transcriptions for purposes and in accordance with the processes authorized by law. Provider

shall, upon request, provide a reasonably available, suitable work area, and (for a mutually agreeable charge) copying capabilities, and access to Provider's personnel, to facilitate such an audit or review. Such access shall be provided for a period of ten (10) years from the end of the Term of this Agreement or from the date of completion of any audit, whichever is later.

Compliance with CMS Managed Care Rules; OASIS Rules, Patient Rights Condition of Participation

Provider shall comply with such requirements of 42 CFR 438.6 Managed Care Contract Requirements, as are applicable to the services Provider provides under this Agreement. Provider shall comply with such requirements, if any, of 42 CFR 484 et seq (Home Health Services regarding OASIS reporting and patient notice requirements for skilled Home Health Agency services) as may be applicable to the services hereunder. Provider shall comply with the applicable provisions, if any, of the Patient Rights Condition of Participation that hospitals must meet to continue participation in the Medicaid program pursuant to 42 CFR Part 482.

Compliance with Applicable Laws

Provider shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to this Agreement and all as amended from time to time. Provider expressly agrees to comply with: (I) Title VI of Civil Rights Act of 1964; (II) Section V of the Rehabilitation Act of 1973; (III) Title II of the Americans with Disabilities Act of 1990 and ORS 659A.145 (public access to persons with disabilities); (IV) all regulations and administrative rules established pursuant to the foregoing laws; (V) all other applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations; and (VI) the laws specified in DMAP Agreement Exhibit E (1) ("Miscellaneous Federal Provisions").

Clean Water

Each party shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR part 15), which prohibit the use of facilities included on the EPA list of violating facilities.

Energy Efficiency

Each party shall comply with any applicable mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act 42 USC 6201, et seq.

Equal Opportunity

To the extent applicable, each party shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in

Department of Labor regulations (41 CFR part 60).

Lobbying

Provider certifies to the best of Provider's knowledge and belief that no federal appropriated funds have been paid or shall be paid, by or on behalf of Provider, 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 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. Provider agrees that if any funds other than federal appropriated funds have been paid, or shall 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 or a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Provider shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

Fraud and Abuse

Provider shall comply with YCCO 's Fraud and Abuse policies under DMAP Agreement to cooperate with all processes and procedures of fraud and abuse investigations, reporting requirements, service verification and related activities by Provider, the OHS or the Department of Justice Medicaid Fraud Control Unit. Provider shall review the Office of Inspector General (OIG) and General Services Administration (GSA) exclusions lists upon initially hiring and annually thereafter to ensure that any employee or manager responsible for administering or delivering services hereunder is not excluded from Federal healthcare programs. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all Federal healthcare programs and the Provider shall take appropriate corrective actions.

Resource Conservation and Recovery

Each party 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.

Drug-Free Workplace

Provider certifies that it will provide a drug-free workplace by publishing a statement ("Drug Free Policy") notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Provider's workplace or while providing services to OHS clients. Provider's Drug Free Policy shall specify the actions that will be

taken by Provider against its employees for violation of such prohibitions and shall establish a drug-free awareness program to inform its employees about the dangers of drug abuse in the workplace; Provider's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; provide each employee to be engaged in the performance of services under this Agreement a copy of the Drug Free Policy; notify each employee that, as a condition of employment, the employee will abide by the terms of this Drug Free Policy, and that employees must notify the Provider of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; that Provider shall notify OHS within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction; that Provider shall 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; that Provider shall make a good-faith effort to continue a drug-free workplace; and that neither Provider nor any of Provider's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of illegal drugs, as defined by the Drug-Free Workplace Act.

Pro-Children Act; Elders; Disabled

Each party shall comply with the Pro-Children Act of 1994 (codified at 20 USC Section 6081, et. seq.). Each party shall cooperate with all processes and procedures of child, elder, nursing home, developmentally disabled or mentally ill abuse reporting, investigations, and protective services. To the extent applicable, Provider shall comply with all patient abuse reporting requirements and fully cooperate with the state of Oregon for purposes of ORS 410.610, et. seq., ORS 419B.010, et. seq., ORS 430.735, et. seq., ORS 441.630, et. seq., and all applicable administrative rules.

Clinical Laboratory Improvements

In providing services hereunder, Provider shall use only laboratories that comply with the Clinical Laboratory Improvement Amendments (CLIA) Act (42 CFR Part 493) Laboratory Requirements and ORS 438 (Clinical Laboratories), which require that all laboratory testing sites shall either have a CLIA certificate of waiver or a certificate of registration along with a CLIA identification number. Provider shall use laboratories with certificates of waiver only for the types of tests permitted under the waiver.

Advance Directives

Provider shall comply with, as applicable, the requirement of 42 CFR 489.100, et seq "Advance Directives"; 42 CFR 422.128 "Information on Advance Directives"; and ORS 127.649 "Patient Self Determination Act." Provider shall maintain written policies and procedures for advance directives for adult Members and provide to Members written information regarding advance directives and their rights under Oregon law and their right to file a complaint regarding noncompliance with advance directive requirements with

OHS.

Medicare

Provider shall comply with all applicable Medicare laws, regulations and CMS instructions.

Additional Provisions

Each party shall comply with the provision to provide notices of denials, reductions, discontinuation or termination of services or service coverage consistent with the requirements of OAR 410-141-0263, Notice of Action by a Prepaid Health Plan.

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Exhibit "A"