



Sunset Empire Transportation District

BOARD OF COMMISSIONERS

MEETING AGENDA

TUESDAY DECEMBER 30, 2014

10:00 AM

Astoria Transit Center, 900 Marine Drive Astoria, OR

AGENDA:

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE TO THE FLAG
2. ROLL CALL
3. CHANGES TO AGENDA
4. PUBLIC COMMENT (3 minute limit)
5. ACTION ITEM- Final Contract- Columbia Pacific Coordinated Care Organization
6. OTHER ITEMS

This Transportation Services Agreement (this “**Agreement**”) is effective January 1, 2015, between Columbia Pacific CCO, LLC, Oregon limited liability company (“**CPCCO**”) and Sunset Empire Transportation District (“**SETD**”).

RECITALS

WHEREAS, CPCCO is a Coordinated Care Organization (“**CCO**”) created to provide services to enrollees in the Oregon Health Plan in accordance with the laws, rules, regulations and contractual requirements that apply to the Oregon Health Plan;

WHEREAS, CPCCO has entered into a Health Plan Services Contract, Coordinated Care Organization Contract with the State of Oregon, acting by and through its Oregon Health Authority (the “**CCO Contract**”);

WHEREAS, CPCCO intends to enter into agreements with organizations to arrange for the provision of certain Covered Services to Members.

WHEREAS, SETD, and SETD’s providers and subcontractors, hold all licenses, certificates, and authorizations necessary to conduct business in the State of Oregon.

WHEREAS, SETD agrees to provide, through its RideCare department, Covered Services to Members enrolled in the Oregon Health Plan in accordance with the CCO Contract, Oregon Health Authority rules, applicable law and this Agreement.

WHEREAS, CPCCO and SETD desire to enter into an agreement whereby SETD agrees to provide, through its RideCare department, certain Covered Services to Members pursuant to the terms and conditions set forth in this Agreement.

AGREEMENT

1. Definitions. Capitalized terms used in this Agreement, but not otherwise defined in the Agreement shall have the same meaning as those terms in the CCO Contract, Exhibit 2.

- 1.1 Agreement.** This Transportation Services Agreement by and between CPCCO and SETD.
- 1.2 CCO Contract -** Health Plan Services Contract, Coordinated Care Organization Contract #143117 by and between the State of Oregon, acting through its Oregon Health Authority, and CPCCO, effective January 1, 2014 amended through December 31, 2015, and as the same may be updated, amended, modified, or supplemented from time to time, including without limitation, those provisions providing mechanisms for identifying and addressing compensation pursuant to Exhibit 4thereunder.
- 1.3 Central Dispatch.** Means the centralized authorization and dispatch call center for Rides.
- 1.4 Contractor.** As used in this Agreement means SETD.
- 1.5 Cost Effective.** A health care service that cannot, in the judgment of CPCCO, be provided through a less expensive alternative while meeting the medical needs of the Member.

- 1.6 Covered Services.** A service for which CPCCO is responsible for payment as contained in DMAP General Rules and the Medical Transportation Services rules under OAR 410-136-0020 et seq.
- 1.7 Emergent Medical Transportation Services.** Transportation immediately necessary when a sudden, unexpected occurrence creates a medical crisis requiring emergency services, as defined in OAR 410-120-0000(74) and requiring immediate transportation to a site, usually a hospital, where appropriate emergency medical care is available.
- 1.8 Member.** An individual who is properly enrolled with CPCCO who is eligible to receive Covered Services at the time services are rendered.
- 1.9 Member Reimbursement.** Member Reimbursement is defined as payment to a Member that includes but is not limited to miles, meals, and lodging.
- 1.10 Non-Emergent Medical Transport.** Non-Emergent Medical Transport is defined as transportation by (1) van, including wheelchair lift-equipped vans; (2) sedan service; (3) taxi service; (4) stretcher car service; and (5) secure transport. Non-Emergent Medical Transport also includes Member transportation reimbursement, bus tickets and passes, common carrier, and voucher programs.
- 1.11 Non-Emergent Medical Transportation Services.** Transportation to or from a source of Covered Service which does not involve a sudden, unexpected occurrence that creates a medical crisis requiring emergency medical services, as defined in OAR 410-120-0000(49), and requiring immediate transportation to a site, usually a hospital, where appropriate emergency medical care is available.
- 1.12 Oregon Health Plan (OHP).** The federal and State funded portion of the Medical Assistance programs established by Titles XIX and XXI of the Social Security Act, as amended, which is administered in Oregon by OHA under waiver from the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS).
- 1.13 Policies and Procedures.** The criteria and procedures pertaining to credentialing and recredentialing, participation, compensation, payment rules, processing guidelines, medical policy, utilization management, quality improvement, fraud and abuse, health benefit plan standards, and such other matters determined from time to time by CPCCO.
- 1.14 Prior Authorization or Preauthorization.** Prior Authorization or Preauthorization is approval given by CPCCO in advance of a proposed hospitalization, treatment, supply purchase or other Covered Service, in accordance with CPCCO's Policies and Procedures.
- 1.15 Provider.** One or more public agencies, non-profit or for-profit companies, or individuals that SETD subcontracts with to provide Non-Emergent Medical Transportation Services. SETD, at its discretion, also may be a provider under this Agreement if it provides Non-Emergent

Medical Transportation Services.

- 1.16 Ride.** Non-Emergent Medical Transportation Services for a Member either to or from a location where Covered Services are provided. Ride does not include Member reimbursed medical transportation or ambulance transportation requiring an Emergency Medical Technician.
- 1.17 Service Area.** The Service Area for the purposes of this agreement is all zip codes contained in Columbia Pacific CCO service area, as defined by OHA.
- 1.18 State.** The State of Oregon.
- 1.19 Sub-Contractor.** A Sub-Contractor is an individual or business that has a contract to perform all or part of the obligations that the Contractor agreed to perform.
- 1.20 Transportation Program.** The program administered by CPCCO to provide Members Non-Emergent Medical Transportation Services, as described in this Agreement.
- 1.21 Transportation Provider Standards.** The service standards which CPCCO requires SETD to meet. The Transportation Provider Standards are attached hereto as Exhibit 1.
- 1.22 OHA Volunteer (Volunteer).** An individual selected, trained and under the supervision of Oregon Department of Human Services (DHS) and brokered by SETD who is providing services under this Agreement in a non-paid capacity except for incidental expense reimbursement.
- 1.23 Clean Claim.** A Clean Claim means a claim for Covered Services provided to a Member that (a) is received timely by CPCCO; (b) has no defect, impropriety, or lack of substantiating documentation from the Member's medical record regarding the Covered Services; (c) is not subject to coordination of benefits or subrogation; (d) is on a completed, legible CMS 1500 form or UB-04 form or electronic equivalent that follows then current HIPAA Administrative Simplification ASC X12 837 standards and additional specific requirements in the Program Policies, including all then-current guidelines regarding coding and inclusive code sets; and (e) includes all relevant information necessary for CPCCO or Payor to (1) meet requirements of Laws and Program Requirements for reporting of Covered Services provided to Members, and (2) determine Payor liability, and ensure timely processing and payment. A Clean Claim does not include a claim from a Contracted Provider who is under investigation for fraud or abuse, or a claim under review for Medical Necessity.
- 1.24 Encounter data.** Information included on CMS 1500, UB-04 form or equivalent to submit to State in regards to service rendered.

2. Member Access.

- 2.1** SETD shall maintain a business location that is conducive to responding to inquiries and requests for Rides made by Members residing in the Service Area. SETD shall provide Members access to Central Dispatch during the hours of operations, Monday through Friday, 8am to 5pm, with the

exception of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and other closures approved by CPCCO pursuant to this section. SETD shall ensure that Members have access to available Non-Emergent Medical Transportation Services 24 hours a day. During hours that the Central Dispatch office is closed, SETD shall refer Members to available Providers through a recording or answering service and shall determine whether it will authorize the Ride after the Ride has been provided. If no after- hours Providers are available, SETD shall, at a minimum, provide Members with recorded information about Central Dispatch service hours and how to reach emergency services through 911.

2.2 SETD shall obtain CPCCO approval of intended days of Central Dispatch closure, with the exception of the days identified in Section 2.1 above, by notifying CPCCO at least thirty (30) calendar days in advance of closure. If CPCCO does not deny the request within ten (10) calendar days of request notification, the request shall be considered approved.

3. Determination of Eligibility for Services. SETD shall receive all requests for Non-Emergent Medical Transportation Services for Members and shall verify eligibility of the Members to receive the service. SETD shall rely upon the list of eligible Members and the criteria for eligibility provided by CPCCO.

3.1 SETD shall verify Member eligibility by:

- b.** Reviewing electronic eligibility information provided by CPCCO; or
- c.** Contacting CPCCO to confirm and document in writing the Member's eligibility if electronic eligibility information is conflicting or not available.

3.2 SETD shall verify that the Member meets a needs test for Non-Emergent Transportation Services by:

- b.** Verifying with the Member that the Member has no other available means of transportation for the requested trip; and
- c.** Verifying that the requested transport is to or from a provider of a Covered Service within the Service Area.

3.3 CPCCO reserves the right to approve additional non-eligible requests for Non-Emergent Medical Transportation Services for Members on a case-by-case basis and solely at the discretion of CPCCO. If an exception for approval is granted by CPCCO, CPCCO shall notify SETD of such approval via facsimile as soon as approval is granted.

4. Determination of Appropriate Service Level and Appropriate Provider of Transportation.

4.1 SETD shall assign providers, subcontractors, or volunteers to provide Rides to Members based upon an evaluation of several factors, including, but not limited to: cost; appropriate transportation; appropriate equipment; any factors related to Provider or Volunteer capabilities, availability, and past performance; and any other reasonable factors. Rides shall be assigned to Providers and Volunteers by SETD in its sole discretion.

- 4.2 When SETD makes an assignment that is not Cost Effective or that is not based on the factors specified above, SETD shall maintain records of the reasons for such assignment.
5. **Service Area.** SETD shall provide Non-Emergent Medical Transportation Services to all eligible Members requesting Rides or as authorized by CPCCO in accordance with OAR 410- 136-0050.
6. **Records of Non-Emergent Medical Transportation Services.** SETD shall maintain documentation of Rides provided to Members. This documentation shall include at least the following:
- a. Name of Member or person requesting the Ride on behalf of the Member (both if different);
 - b. Member's CPCCO ID Number;
 - c. Date and time of request;
 - d. Date and time of requested transportation;
 - e. Type of transportation authorized for Member;
 - f. Pick up location;
 - g. Destination;
 - h. Covered Service Member is being transported to;
 - i. Availability of other transportation resources to Member;
 - j. Approval or denial of transport and level of transport authorized;
 - k. Reason for denying transportation to a Member;
 - l. Justification of type of transportation authorized (if appropriate);
 - m. Person approving/denying request;
 - n. Subcontractor assigned;
 - o. Date and time subcontractor notified.
7. **Documentation of Monthly Activity.** SETD shall maintain monthly billing files organized by Provider that document the number of transports and, for audit purposes, can be cross referenced to actual Rides and specific Members transported.
8. **Service Reports.** SETD shall submit monthly reports to CPCCO that document the number of provided Rides for Non-Emergent Medical Transportation Services, modes of transportation being used, and operating costs of the Transportation Program. The monthly reports are due by the 50th day of following month. SETD will provide CPCCO with claims for all services provided using the agreed upon detailed transportation codes. SETD shall also submit monthly reports to CPCCO detailing Member Ride request denials and the reason for denial. In addition, CPCCO may request SETD to submit ad hoc reports summarizing information specified by CPCCO as agreed to by both parties.
9. **Subcontracts.** SETD shall provide Non-Emergent Medical Transportation Services to Members directly or through subcontracts with Providers or Volunteers. SETD will incorporate by reference in all subcontracts the Transportation Provider Standards set forth in Exhibit 1, and will require all subcontractors to comply with the applicable terms of

this Agreement.

10. **Emergent Need.** Providing Emergent Medical Transportation Service is not part of SETD's obligations under this Agreement. However, SETD shall have procedures for referring Members requesting Emergent Medical Transportation Services to 911 emergency services.
11. **Approval of Materials.** SETD may request approval to use informational materials for the purpose of marketing or promotion of the Non-Emergent Medical Transportation Services as contemplated under this Agreement. SETD shall obtain written approval from CPCCO prior to using materials for such purpose.
12. **Audits.** In addition to the requirements of Section 22, SETD shall permit and require all Providers to permit authorized representatives of CPCCO, OHA, the Oregon Secretary of State Audits Division, the Oregon Department of Justice Medicaid Fraud Unit, and the federal government to review the records of SETD and Providers to conduct audits on an annual basis or to investigate unresolved questions of fact. CPCCO may audit either SETD's or Provider's records, or both, to review SETD's financial status, SETD's performance or operation of the Transportation Program or quality of Non-Emergent Medical Transportation Services provided, for purposes which include, but are not limited to the following:
 - 12.1 To document the relationship between the funds provided by CPCCO under this Agreement and the amounts expended by SETD or Providers on the delivery of Non- Emergent Medical Transportation Services;
 - 12.2 To document that the amounts expended by SETD or Providers on the delivery of Non-Emergent Medical Transportation Services are reasonable and necessary to ensure quality of Non-Emergent Medical Transportation Services.

SETD shall permit, and shall cause Providers to permit, the auditors of CPCCO, OHA, or the federal government, to inspect the records of SETD and any Providers in order to verify delivery of service and contract compliance.

13. **Responsibilities of SETD.** In addition to SETD's obligations set forth elsewhere in the Agreement, SETD is responsible for the tasks set forth below. SETD shall:
 - 13.1 Serve as the designated broker of Non-Emergent Medical Transportation Services for Members receiving Covered Services in the Service Area;
 - 13.2 Maintain the Central Dispatch for Non-Emergent Medical Transportation in the Service Area;
 - 13.3 Provide all Non-Emergent Medical Transportation Services for Members receiving Covered Services in the Service Area, with the exception of:
 - b. Ambulance transportation requiring Emergency Medical Technician; and
 - c. Specific types of Transportation limited by local ordinances.
 - 13.4 Not deny, and shall cause all subcontractors or volunteers to not deny, any Member Non-Emergent Medical Transportation Services on the basis

of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, health status or the presence of any sensory, mental, or physical disability;

- 13.5** Make every reasonable effort to arrange Rides including rides with same day notice. SETD will have procedures in place to accommodate occasional urgent, short notice or same day Rides;
- 13.6** Schedule a Ride with an alternate subcontractor or volunteer if the subcontractor or volunteer originally authorized to provide the Ride is unable to provide the Ride;
- 13.7** Schedule Rides for ongoing Member appointments for a minimum of one month and accept multiple Ride requests at one time for a Member;
- 13.8** Provide all equipment and staff necessary for adequate operation of the Transportation Program, including the purchase of workstations, computers, computer peripherals, and software (hereinafter "Equipment"). Vehicles are excluded from the definition of Equipment and from reimbursement under this Agreement.
- 13.9** Establish an immediate secondary review process by an employee other than the initial screener prior to the denial of any Ride;
- 13.10** Within 72 hours of denying a Ride, send a letter to the Member, with a copy to CPCCO, explaining why the Member's Ride has been denied;
- 13.11** Reinstate denied Non-Emergent Medical Transportation Services under certain circumstances consistent with 42 CFR 431.231;
- 13.12** Work with CPCCO in the development of a Member satisfaction survey that CPCCO will conduct periodically and the results of which will be used to identify potential operational deficiencies within the Transportation Program;
- 13.13** Develop and implement processes to deliver Non-Emergent Medical Transportation Services efficiently, and in a manner that minimizes costs while meeting Members' needs;
- 13.14** Screen all Ride requests to ensure that Member's requested transport is to or from a provider of Covered Service and within the Service Area as defined in section 1.17; check on Member attendance for continuing service requests; and conduct verification by contacting the provider or volunteer of the Covered Service on a minimum of five percent (5%) of all Rides provided under this Agreement prior to Ride to ensure that SETD is transporting a Member to a Covered Service;
- 13.15** Abide by all laws and Oregon Administrative Rules (OARs) applicable to SETD's performance under this Agreement;
- 13.16** Require and cause its Subcontractors, Providers and Volunteers to require, that CPCCO Members are treated with respect, due consideration for his or her dignity and privacy, and the same as non-Members or other customers who receive services equivalent to Covered Services consistent

with the requirements of this Agreement and OAR 410-141- 0320, OHP Member Rights and Responsibilities and CPCCO Policies and Procedures;

- 13.17** Comply with, and require its staff, Subcontractors, Providers, and Volunteers to comply with, any applicable federal and state laws that pertain to DMAP Member rights, and shall take those rights into account when furnishing services to DMAP Members;
- 13.18** Ensure and cause its Subcontractors, Providers and Volunteers to ensure, that each CPCCO Member is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way SETD, its staff, or subcontractors, treat Members. SETD shall not discriminate in any way against Members when those Members exercise their rights under the Oregon Health Plan;
- 13.19** Cooperate and collaborate with CPCCO regarding the operation of the Transportation Program in connection with CPCCO's overall objectives to coordinate care for Members.
- 13.20** Out-of-State Transportation.
 - 13.20.1 SETD shall arrange for and purchase airline tickets (or most appropriate mode of transportation) in accordance with OHA guidelines for Member out-of-state travel for Non-Emergent Medical Transportation and any necessary travel to and from an airport or other departure location within Oregon. SETD may utilize any procurement method and criteria to purchase airline tickets and any necessary travel to and from an airport or other departure location within Oregon, subject only to the requirement to use the least expensive mode of transportation that meets the non-emergent medical needs of the Member.
 - 13.20.2 SETD shall provide Non-Emergent Medical Transportation reimbursements to Members for their out-of-state meals, mileage, and lodging expenses in accordance with OAR 410-136-0800 and OAR 410- 136-0820 and shall not seek additional reimbursements for these costs from CPCCO, except for through the Risk Sharing Arrangement as defined in Exhibit 4.
- 13.21** Member Reimbursement.
 - 13.21.1 SETD shall provide Member reimbursement for transportation for Covered Services. To be eligible for reimbursement, Member must be preauthorized by SETD and adhere to OHA guidance. SETD will provide reimbursement for prior-approved meals and lodging.
 - 13.21.2 Member claims for reimbursement must be submitted within forty five (45) days of completion of travel. In processing claims for Member reimbursement, SETD must verify Member attended the Covered Service. Verification can be made by phone, fax, or e-mail to the Provider or by Provider's signature or stamp on an

attendance sheet.

13.22 Volunteers

13.22.1 SETD shall in its sole discretion determine whether to use Volunteers. SETD is not required to use Volunteers in the provision of any Service to Members under this Agreement. When using an OHA Volunteer to provide Services under this Agreement, SETD is not required to comply with Exhibit 1, Special Terms and Conditions, section 1.2 or 1.3.

13.22.2 Under ORS 409.360, in the performance of Services under this Agreement, OHA Volunteers are agents of the State and not Agents of CPCCO or SETD in the performance of activities on behalf of and under the direction of DHS, and as such shall have the benefit of, and be subject to, the Oregon Tort Claims Act (OTCA) unless otherwise disqualified under the OTCA. SETD will make every reasonable effort to: (1) promptly report any claim or occurrence of which SETD has actual knowledge that could give rise to a claim in writing to Risk Management Division, 1225 Ferry Street SE, U150, Salem, Oregon 97301 (or any subsequent address of such division) and to CPCCO; and (2) cooperate fully in the investigation and defense conducted by the State of any claim covered by the OTCA and otherwise comply in all respects with the OTCA. If SETD offers dispatch services for OHA volunteer drivers, SETD, at its option may utilize OHA volunteers and OHA assumes all liability for each OHA volunteer as provided by law.

13.23 Subject to additional time as necessary for Coordination of Benefits (“COB”) pursuant to this Agreement, SETD shall submit data files to CPCCO at least monthly using a completed CMS 1500 statement or other form approved by CPCCO. SETD will also submit such additional encounter data as CPCCO may request, including accurate and specific data describing the services rendered. SETD will follow Medicare Correct Coding guidelines, or other industry standard guidelines approved by CPCCO in coding services in all claims and data submitted to CPCCO. Except for inadvertent error, claims statements must reflect Co-payments, Coinsurance and Deductibles collected or to be collected, and must be true, correct and complete.

13.24 SETD shall not bill or hold any Member responsible for payment for Non-Emergent Medical Transportation Services.

14. Responsibilities of CPCCO. In addition to CPCCO’s obligations set forth elsewhere in the Agreement, CPCCO is responsible for the tasks set forth below. CPCCO shall:

14.1 Make every reasonable effort to create, maintain and daily post an electronic list of eligible Members in the CPCCO mailbox; and update, maintain, and post current electronic eligibility information for Members on the CPCCO web portal on a daily basis. SETD will use these sources to determine eligibility for Non-Emergent Medical Transportation Services.

- 14.2 Develop and administer a Member satisfaction survey that CPCCO will conduct periodically and the result of which will be used to identify potential operational deficiencies within the Transportation Program.
- 14.3 CPCCO will follow the dispute resolution process as outlined in paragraph 23.3 of the Agreement to assure prompt resolution of billing disputes.
- 14.4 CPCCO shall provide SETD copies of any and all policies and procedures to which SETD shall be bound under this agreement. In the event CPCCO fails to provide such procedures in writing to SETD, SETD's failure to follow such procedures shall not be deemed a breach of this Agreement for the purposes of implementing sanctions or terminating this Agreement.

15. Compensation.

- 15.1 **Compensation.** SETD shall be entitled to compensation by CPCCO for the provision of Covered Services rendered by SETD to Members at the rate determined in accordance with terms of the compensation schedule attached hereto as Exhibit 4.
- 15.2 **Payment of Compensation by CPCCO.**
 - 15.2.1 Coordination of Benefits ("COB"). SETD agrees to comply with COB procedures adopted by CPCCO and COB Policies and Procedures adopted by CPCCO, and CPCCO agrees to assist SETD in obtaining such procedures from CPCCO, if necessary.
 - 15.2.2 SETD shall maintain records to identify any third party or payor responsible for payment for services provided to Members. SETD shall notify CPCCO within 30 days of any potential responsible third party and shall provide CPCCO with all relevant identifying information concerning the Member, the claim and the third party resource available to SETD.
 - 15.2.3 Nothing herein is intended to require CPCCO to adopt, or prevent CPCCO from adopting, different billing and payment policies with respect to workers' compensation cases or other unique situations in which CPCCO is or could be a secondary or conditional source of reimbursement for Covered Services.
- 15.3 **Member Billing.** Except as may be expressly required by CPCCO, SETD shall look only to CPCCO for compensation for Covered Services and shall at no time seek compensation from Members for Covered Services. In the event of non-payment CPCCO, SETD shall not bill or otherwise attempt to collect from Members any amounts owed by CPCCO and shall continue providing services to Members for the duration of the period for which capitated payments have been made. No surcharge to a Member shall be permitted. A surcharge shall, for purposes of this Agreement, be deemed to be any additional fee not provided for in the and Contract; provided however that a charge for Non-Covered Services shall not be prohibited if

SETD has informed the Member in advance that the services are not Covered Services and the Member has agreed in advance, in writing, to pay for the services and such billing is permitted under the CCO Contract or otherwise by OHA or CMS. This paragraph shall survive termination of this Agreement and shall be interpreted for the benefit of Members.

15.4 Recoupment of Overpayments. In the event of a payment error, whereby CPCCO pays more than due to SETD, SETD authorizes CPCCO to deduct outstanding amounts from a future payment(s) due and payable to SETD. CPCCO shall advise SETD at least 15 days in advance of such action.

15.5 Accounting and Reports.

15.5.1 Solvency - SETD shall maintain a level of, operating capital equivalent to a minimum 45 days of fixed and variable operating expenses. SETD will immediately notify CPCCO if SETD falls below this minimum requirement.

In addition to the monthly financial reporting required elsewhere in this contract, contractor shall submit the full Audited Financial Statements, including audit opinion and notes to the financial statements, to CPCCO via email no later than January 15th following each fiscal year this Agreement is in effect. Contractor shall immediately notify OHA of material changes in circumstance of information provided in previous monthly and annual Financial Reports.

15.5.2 To the extent that payments to SETD for Covered Services include financial risk withholds, CPCCO shall provide an accounting of risk withhold funds on an annual basis. Requests for information under this paragraph concerning such accounting must be made within two years after the end of the Agreement term pertaining to the requested information. Reconciliation and settlement shall be in accordance with this agreement.

15.5.3 Upon request by SETD, CPCCO shall provide an annual accounting accurately summarizing the financial transactions between CPCCO and SETD for the preceding calendar year.

15.5.4 SETD will, under its usual business policies and accounting practices, separately account for the Non-Emergent Medical Transportation Services provided under the Agreement.

16. Indemnification. Subject to the limits of the Oregon Tort Claim Act, SETD shall defend, indemnify and hold harmless CPCCO and its directors, officers, employees, affiliates and agents against any claim, loss, damage, cost, expense or liability arising out of or related to (1) the activities of its Providers, employees or agents of any Delegated Functions under this Agreement caused by willful misconduct or negligence (2) any breach or violation of any covenant or other obligation or duty of SETD under applicable law, and (3) third party claims

arising from or related to automobile accidents and premises liability. CPCCO shall defend, indemnify and hold harmless SETD and its directors, officers, employees, affiliates and agents against any claim, loss, damage, cost, expense or liability arising out of or related to this Agreement.

17. Term and Termination.

17.1 Term of Agreement. This Agreement will become effective on the Effective Date specified on the first page of this Agreement and will continue in effect through December 31, 2015. This Agreement will automatically renew for successive periods of 12 months each on the same terms and conditions contained herein, except compensation which shall be subject to adjustment as provided in Exhibit 4 attached hereto, unless sooner terminated pursuant to the terms of this Agreement.

17.2 Without Cause Termination. This Agreement may be terminated at any time by either party by giving the other party 120 days' advance written notice. Reasons for without cause termination may include, but are not limited to, SETD moving to a new location.

17.3 Immediate Termination. Either party may immediately terminate this Agreement upon delivery of written notice to the other party or at such later date as may be set forth in the written notice if:

17.3.1 Federal or state regulations or guidelines are modified or changed in such a way that Covered Services are no longer allowable or appropriate for purchase under this Agreement;

17.3.2 Any license, certification, or privilege required by law or regulation to be held by the other party to fulfill obligations under this Agreement is for any reason denied, revoked, restricted, limited, suspended or not renewed;

17.3.3 The other party is suspended or excluded from participating in the Medicare or Medicaid programs;

17.3.4 The other party fails to maintain insurance required by this Agreement;

17.3.5 Conviction of the other party of a felony in any court of the United States, state or federal;

17.3.6 SETD or CPCCO closes or ceases providing services;

17.3.7 A petition in bankruptcy is filed by or against the other party (and, if an involuntary petition, the same is not dismissed within 60 days after the filing thereof), the other party is adjudicated bankrupt, execution by the other party of any assignment for the benefit of creditors, the appointment of a receiver for the other party, or the cessation of business of the other party for any reason which renders the other party unable to perform its obligations under this Agreement; or

- 17.3.8 If CPCCO fails to receive funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CPCCO in the exercise of its reasonable discretion, to continue to make payment under this Agreement.
- 17.3.9 If SETD fails to receive funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow SETD in the exercise of its reasonable discretion, to continue to provide services under this Agreement.
- 17.3.10 If CPCCO reasonably determines that the health, safety and welfare of Members may be jeopardized by continuation of this Agreement.

17.4 CPCCO's Termination With Cause; Default; Remedies

- 17.4.1 The following shall constitute cause for termination of this Agreement by CPCCO:
- a. Threat to Health, Safety or Welfare of any Member. There is a threat to the health safety or welfare of any Member while receiving SETD's or SETD's subcontractors' services and subsequent failure to cure such a breach as provided in Section 17.4.2(a) below.
 - b. Conduct of SETD, Employee or Subcontractor. SETD knowingly has a director, officer, partner or person with beneficial interest in SETD or has an employment, consulting or other subcontractor agreement for the provision of items and services that are significant and material to SETD's obligations under this Agreement, concerning whom: (i) any license or certificate required by law or regulation to be held by SETD or subcontractor to provide services required by this Agreement is for any reason denied, revoked or not renewed; or (ii) is suspended, debarred or otherwise excluded from participating in procurement activities under Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued pursuant to Executive Order No. 12549 or under guidelines implementing such order; or (iii) is suspended or terminated from the Oregon Medical Assistance Program or excluded from participation in the Medicare program; or (iv) is convicted of a felony or misdemeanor related to a crime or violation of Title XVIII, XIX, or XX of the Social Security Act or related laws (or entered a plea of nolo contendere); (v) if OHA or CPCCO determines that the health or welfare of Members is in jeopardy if this Agreement.
 - c. Insolvency by SETD or Failure to Maintain Required Adequate Solvency Protections.
 - SETD becomes insolvent, as defined in 15.5.1 herein. SETD shall have the opportunity to dispute such determination by

CPCCO by providing reasonable evidence and assurances of financial stability and capacity to perform under this Agreement within fifteen (15) days of CPCCO's determination and notification of said determination to SETD.

- d. Failure to Provide Quality Services. SETD's failure to arrange or provide Non-Emergent Medical Transportation Services that are Covered Services in accordance with the standards set forth in this Agreement and subsequent failure to cure such breach as provided below.
- e. Failure to Submit Encounter Data or Other Required Reports. SETD's failure at any time to submit complete Encounter Data required pursuant to Section 8 of this Agreement or other reports required pursuant to this Agreement and subsequent failure to cure such a breach as provided below.

17.4.2 CPCCO's Remedies. If any of the circumstances described in Section 17.4.1 above has occurred, CPCCO may, at its option, enforce any of the remedies available to it under this Agreement or at law or in equity, including, but not limited to those described below. These remedies are cumulative, to the extent remedied are not inconsistent, and CPCCO may pursue any remedy or remedies singularly, collectively, successively, or in any order whatsoever.

- a. Immediate termination of this Agreement upon written notice to SETD in the event that the cause for termination is a Threat to Health, Safety or Welfare of any Member or Conduct of SETD, Employee or Contractor, as described above in Section 17.4.1(a) and (b), if the risk of these causes for termination was known or knowable to SETD. If the risk of these causes was not known or knowable, SETD shall have no more than ten (10) days to remedy the cause and mitigate the risk of such cause occurring again.
- b. For all other causes described in 17.4.1, immediate termination of this Agreement, following: (i) written notice from CPCCO, (ii) an opportunity for SETD and CPCCO to meet and discuss SETD's breach, and (iii) an opportunity for SETD to cure the breach, which cure period shall be not less than thirty (30) calendar days. If 30 days is not an adequate timeframe in light of the breach or if the breach cannot be cured within 30 days and substantial efforts towards effectuating a cure has been taken, CPCCO shall grant SETD additional time to cure said breach. If after 30 days, the breach is not cured and no substantial efforts have been made to cure the breach, at CPCCO's option, this Agreement may terminate on the 31st day after written notice of a material breach was given.
- c. If after 30 days, the breach is not cured and no substantial efforts have been made to cure the breach, instead of

termination on the 31st day after written notice of a material breach was given, CPCCO may choose to:

- Withhold all Compensation CPCCO determines in good faith would otherwise be due for services SETD was required to perform under this Agreement, but that SETD failed to perform, or performed inadequately or defectively, provided, however such amounts shall be paid to SETD when and to the extent that the breach is cured.
- Initiate an action or proceeding for damages, specific performance, declaratory or injunctive relief.
- Exercise its right of recovery of overpayments under section 15.4 of this Agreement.

17.5 CPCCO's Termination Without Cause. At its discretion, CPCCO may terminate this Agreement without cause under any of the following circumstances:

17.5.1 Immediately upon written notice to SETD if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA to continue to make full payments to CPCCO under the CCO Contract;

17.5.2 Immediately upon written notice to SETD if federal or state laws, regulations, guidelines or CMS waiver terms are modified or interpreted in such a way that this Agreement or CPCCO's participation in this Agreement is prohibited; or

17.5.3 Immediately upon termination of the CCO Contract.

17.6 SETD's Termination For Cause. SETD may terminate this Agreement for cause if:

17.6.1 CPCCO fails to pay SETD amounts owing hereunder, and CPCCO fails to cure such failure within fifteen (15) calendar days (or such longer period as SETD may specify in such notice) after SETD's delivery to CPCCO of written notice of such failure to pay;

17.6.2 CPCCO commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within thirty (30) calendar days (or such longer period as SETD may specify in such notice) after SETD's delivery to CPCCO of written notice of such;

17.6.3 CPCCO institutes or has instituted against it insolvency, receivership or bankruptcy proceedings; or

17.6.4 The CCO Contract terminates for any reason.

17.7 SETD's Termination Without Cause. SETD may terminate this Agreement without cause upon 120 days' prior written notice to CPCCO.

17.8 Responsibility for Members at Termination. Effect of Termination.

Termination of this Agreement shall have no effect upon the rights and obligations of the parties arising under this Agreement prior to the effective date of termination or upon those provisions which are specifically identified as surviving termination.

17.9 Survival. Any provision of this Agreement, including any Exhibit that requires or reasonably contemplates the performance or existence of obligations by a Party after expiration or termination of the Agreement shall survive such expiration or termination regardless of the reason for expiration or termination.

18. Limitation of Liabilities. Neither party shall be liable for incidental or consequential damages arising out of or related to this Agreement. Neither party shall be liable for any damages of any sort arising solely from the termination or expiration of this Agreement or any part hereof in accordance with its terms.

18.1 CPCCO shall not be held liable for any of the following:

18.1.1 Payment for SETD or any subcontractor's debts or liabilities in the event of insolvency; or

18.1.2 Payment for Non-Emergent Medical Transportation Services or other Services to be provided by SETD for which SETD is otherwise required to pay under this Agreement.

19. Utilization Management and Quality Improvement Programs. CPCCO shall establish and maintain utilization management ("**UM**") and quality improvement ("**QI**") programs to guide and review individual and aggregate performance of SETD in the delivery of Covered Services. Review may include but not be limited to whether services are or where appropriate, cost effective, and in compliance with standards for timeliness and accessibility; Member grievances and appeals and the evaluation of Member satisfaction with Covered Services. The UM/QI programs, whether separate or combined, will be managed by CPCCO or an affiliate of CPCCO. SETD shall comply with and, subject to SETD's rights of appeal or reconsideration. Subject to CPCCO's requirements under Section 14.4 herein, failure to comply with the requirements of this paragraph may be deemed a material breach of this Agreement and may, at CPCCO's option, be grounds for immediate termination of the Agreement.

20. Grievance Procedures. CPCCO will have appeal Policies and Procedures for disputes related to Prior Authorization and Referral procedures and final determinations by CPCCO's Medical Director. SETD shall comply with grievance and appeal procedures of CPCCO and shall be bound by such procedures, subject to the provisions of Section 14.4 herein.

21. Relationship of the Parties. Nothing in this Agreement is intended to create any relationship between CPCCO and SETD other than that of independent entities contracting with each other solely for purposes of effectuating the provisions of this Agreement. Neither of the parties nor any of their respective employees or agents shall be deemed to be the employee or agent of the other. Except as specifically provided otherwise in this Agreement, CPCCO shall have no authority to control or direct the time, place or manner in which Covered Services are provided by SETD to Members.

22. Insurance and Indemnity. The parties mutually agree to indemnify and to hold each other (including their officers, directors, agents and employees) harmless against any and all claims, demands, damages, liabilities and costs incurred by the other party, governmental

or regulatory fines arising out of or in connection with, either directly or indirectly, the breach of this Agreement or by willful misconduct, omission, intentional, unintentional and/or negligent acts of the indemnifying party or its employees or agents. The fact that a person or entity is a ~~participating p~~Provider with CPCCO does not make such person an agent of CPCCO. The principles of comparative fault shall govern the interpretation and enforcement of this indemnity provision. The obligation to indemnify SETD is capped by the limits of the Oregon Tort Claims Act.

22.1 Professional Liability Insurance. CPCCO shall provide, at CPCCO's sole cost and expense, throughout the entire term of this Agreement, a policy of errors and omissions liability insurance with a licensed insurance company in a minimum amount of one million eight hundred thousand dollars per claim and three million six hundred thousand dollars in the annual aggregate to cover CPCCO and SETD's employees or contractors who are authorized or requested by CPCCO to participate in CPCCO's utilization management and quality improvement programs but only with respect to utilization management and quality improvement services to be provided under this contract. In the event the policy is a "claims made" policy, CPCCO shall purchase or otherwise be covered by a "tail" policy for a period of not less than three years following the effective termination date of the policy required by this paragraph. The "tail" policy shall have the same policy limits as the errors and omissions policy.

22.2 Automobile Insurance. SETD shall provide at SETD's sole cost and expense, throughout the entire term of this Agreement, a policy of automobile liability insurance covering all vehicles owned and operated by SETD used to provide services under this Agreement with a licensed insurance company admitted to do business in the state of Oregon in a minimum amount of two million dollars per claim and three million dollars in the annual aggregate to cover SETD, SETD's employees, and agents against any claim or claims for damages arising by reason of bodily injuries or death occasioned directly or indirectly in connection with the performance of, or failure to perform, any transportation service provided under this Agreement, and in a minimum amount of \$100,000 combined single limit for property damage. In the event the automobile liability policy is a "claims made" policy, SETD shall purchase a "tail" policy for a period of not less than five years following the effective termination date of the liability policy required by this paragraph. The "tail" policy shall have the same policy limits as the liability policy. Any subcontractor hired by SETD to provide services under this Agreement shall provide at its sole cost and expense, automobile liability insurance in an amount equal to or greater than those dictated by the contract between SETD and that subcontractor. The business auto liability shall include hired and non-owned coverage. SETD waives rights against CPCCO for the recovery of damages to the extent they are covered by SETD's business auto liability or commercial

umbrella liability insurance.

- 22.3. Comprehensive Insurance.** Each party shall provide, at its sole cost and expense, throughout the entire term of this Agreement, a policy or policies of general commercial liability insurance insuring it against risks customarily covered by such insurance including any claim of loss, liability or damage committed or arising out of the alleged condition of the premises, or the furniture, fixtures, appliances or equipment located therein, together with standard liability protection against any loss, liability or damage as a result of the party's operation of a motor vehicle for business purposes, in a minimum amount of one million five hundred thousand dollars per claim and three million dollars in the annual aggregate. In addition, SETD shall carry Umbrella/Excess insurance coverage of \$1 million with general liability, commercial auto and workers compensation scheduled as underlying coverage. SETD waives all rights against CPCCO for the recovery of damages to the extent they are covered by general liability or umbrella insurance. The insurance shall also cover bodily injury, including disease, illness and death arising out of RVT's premises/operation and independent contractors and contain separation of insured's (cross liability) conditions.
- 22.4 Workers' Compensation Insurance.** Each party agrees to provide, at its sole cost and expense, workers' compensation coverage for its employees throughout the entire term of this Agreement to the extent required by Oregon law, as the same may from time to time be amended. CPCCO will not be held responsible in any way for claims filed by SETD or their employees or subcontractors for services under this contract.
- 22.5 Evidence of Insurance.** Each party shall, upon reasonable request, furnish written evidence to the other party that the insurance required by this Agreement is in full force and effect. Each party shall provide the other with a minimum of 30 days' prior written notice in the event insurance required by this paragraph is canceled or restricted. Failure to provide proof of insurance is considered a material breach.
- 22.6 Notice of Claims Involving Members.** SETD shall promptly notify CPCCO of any claim or demand involving any Member based on alleged negligence of any person. SETD shall notify CPCCO of any settlement or judgment involving a Member within 10 days following execution or filing thereof.
- 22.7 Insurance Requirements for Subcontractors of SETD.** In the event SETD subcontracts any of the work under this Agreement, it shall require that its subcontractors obtain, and provide proof of insurance in the types and amounts specified herein. Notwithstanding the foregoing, SETD may elect, in its sole discretion to allow its subcontractors to provide automobile insurance and general comprehensive insurance in a minimum

amount of \$1,000,000.00 on the condition that SETD's hired and non-owned automobile insurance policy acts as excess coverage.

22.8 Additional Standards. The above insurance policies, 22.1 – 22.7, shall include, but not be limited to, the following provisions:

22.8.1 Additional Insured: CPCCO, shall be named as an additional insured on all commercial auto general liability, umbrella, excess, insurance policies, with respect to contractual services to be provided under contract. All policies shall be primary and non-contributory over any other valid and collectable insurance.

22.8.2 Cancellation for non-payment of premium: If cancellation on any policy is due to non-payment of premium, a written notice shall be given to CPCCO 10 calendar days prior to cancellation.

22.8.3 Insurance carrier rating. The insurance required above shall be issued by an insurance company authorized to do business within the State of Oregon. Insurance is to be placed with SAIF and/or Special Districts insurance pooling, or a carrier that has a rating of A- Class VIII or better in the most recently published edition of AM Best's Reports.

22.9 Excess coverage. The limits of all insurance required to be provided by the contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the contractor from liability in excess of such limits, up to the limits of the Oregon Tort Claim Act limits.

22.10 Limit adjustments. CPCCO reserves the right to propose an increase or decrease limits as appropriate, necessitated by business needs or regulatory requirement, as agreed on by both parties.

23. Miscellaneous.

23.1 Confidentiality and Proprietary Information. Subject to the Oregon State Public Records Law, the parties agree to maintain the confidentiality of this Agreement and all documents, terms, and conditions relating to reimbursement rates and methods and other proprietary information of the other party. Upon request, the parties agree to return all copies of documents containing the other party's proprietary information upon termination of this Agreement and to otherwise keep such proprietary information confidential.

23.2 Amendment of Agreement.

23.2.1 Mutual Agreement. This Agreement may be amended upon the mutual written agreement of the parties.

23.2.2 Notice Amendment. CPCCO may amend this Agreement for the

purposes set forth below, by providing to SETD thirty (30) calendar days' written notice of the proposed amendment to the Agreement ("**Notice Amendment**") to:

- a. Comply with any agreement mutually entered into by CPCCO and SETD;
- b. Comply with any changes that occur in federal or state statute or regulations, or changes in Covered Services or CCO Payments under ORS 414.735, such that failure to amend this Agreement may place CPCCO at risk of non-compliance with federal or state statute or regulations or at risk of breach of the CCO Contract;
- c. Address CPCCO budgetary constraints, including those arising from changes in OHA's funding, rate setting, appropriations, limitations, allotments, or other expenditure authority limitations; or
- d. Address any changes necessary to this Agreement in the event that the CCO Contract is amended to reduce or expand CPCCO's Service Area.

23.2.3 Notice Amendment Process.

a. Whenever feasible, CPCCO commits to engaging SETD in the development of the types of amendments described in subsections (a), (c), and (d), immediately above. For the same subsections (a), (c), and (d), CPCCO and SETD shall work together to develop mutually agreed upon timelines for the implementation of any provision proposed in such amendments. To the extent possible, CPCCO will provide SETD with a preview of proposed amendments prior to the 30-day written Notice Amendment period.

b. Calculation of the 30-day notice period shall commence on the day following the date affixed to the Notice Amendment. SETD's failure to expressly object to such proposed amendment within the 30-day Notice Amendment period shall constitute SETD's approval of the Notice Amendment.

c. In the event that SETD objects to a Notice Amendment, good faith efforts will be made by the parties to resolve such objections. If the parties are unable to resolve objections, this Agreement shall, at CPCCO's option, continue unamended for its term, or terminate 30 days from the date written receipt of objection is received from SETD. During this 30-day pre-termination period, all terms and conditions of this Agreement shall remain binding on the parties. Termination of the Agreement under this provision shall be treated as a termination without cause (See Section 17 above).

23.3 Dispute Resolution. Subject to applicable grievance procedures, the parties shall in good faith attempt to resolve any controversy, dispute or disagreement arising out of or related to this Agreement, or breach thereof, by negotiation.

If such controversy, dispute or disagreement is not resolved, then, at the

request of either party at any time, the controversy, dispute or disagreement shall be submitted to mediation under the American Health Lawyers Association (AHLA) Alternative Dispute Resolution Service Rules of Procedure for Mediation. If any dispute is not resolved by mediation within 30 days after selection of the mediator, the dispute may, upon the agreement of both parties, be submitted to binding arbitration in accordance with the AHLA Alternative Dispute Resolution Service Rules of Procedure for Arbitration. Mediation or arbitration, as the case may be, shall be held in Columbia Pacific service area, unless the parties mutually agree to another site. Judgment on any award rendered by the arbitrator may be entered in any court having proper jurisdiction. The same person may serve both as the mediator and the arbitrator if the parties so agree. Each party shall pay an equal share of the costs of the mediation and arbitration services, but shall otherwise pay their own costs and expenses of participation. Any dispute not resolved pursuant to this paragraph may be resolved in any court with jurisdiction.

- 23.4 Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it, and their respective successors and assigns. Notwithstanding the foregoing, SETD may not assign any of its respective rights or delegate any of their respective duties hereunder without receiving the prior written consent of CPCCO, which shall not be unreasonably withheld.
- 23.5 No Third Party Beneficiary.** Except as expressly provided in paragraph 15.3 , nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.
- 23.6 Notice.** All notices required by this Agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth below the signatures on this Agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted electronically to the email address of the other party or by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.
- 23.7 Attorney Fees.** In any proceeding to enforce or interpret this Agreement, seeking to enforce or invalidate an arbitration award, or otherwise arising out of or related to this Agreement, each party shall be responsible for its own attorneys' fees and costs.

- 23.8 Integration.** This Agreement is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties.
- 23.9 Interpretation.** The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. Both parties have had the opportunity to review and negotiate this Agreement and consult with such attorneys and advisors as they deemed appropriate prior to execution of this Agreement. This Agreement shall not be construed against the drafting party.
- 23.10 Severability.** The invalidity of any term or provision of this Agreement shall not affect the validity of any other provision.
- 23.11 Waiver.** Waiver by any party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.
- 23.12 Governing Law.** This Agreement shall be interpreted and enforced according to the laws of the state of Oregon.
- 23.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which together shall constitute one agreement, even though all parties do not sign the same counterpart.
- 23.14 Exhibits.** All exhibits referred to in this Agreement are incorporated by reference.
- 23.15 Required OHP Contract Language.** The contract provisions set forth in attached Exhibit 2 are specifically incorporated by this reference with respect to programs offered by the State of Oregon, Oregon Health Authority. In the event there is a conflict between the language in this Agreement and the contract provisions in Exhibit 2, then Exhibit 2 shall control, as it relates to Transportation Services under this Agreement.
- 23.16 Required Medicare Contract Language.** The contract provisions set forth in attached Exhibit 3 are specifically incorporated by this reference in the event this Agreement applies to Medicare beneficiaries pursuant to a contract between CPCCO and the Centers for Medicare and Medicaid Services. In the event there is a conflict between the language in this Agreement and the contract provisions in Exhibit 3, then Exhibit 3 shall control, as it relates to Transportation Services under this Agreement.
- 24. Certification.** SETD is required to provide its Federal Employer Identification Number (FEIN). By SETD's signature on this Agreement, SETD hereby certifies that the FEIN provided to CPCCO is true and accurate. If this information changes, SETD is also required to provide CPCCO with the new FEIN within 10 days. By signature on this Agreement, the

undersigned hereby certifies under penalty of perjury that:

24.1 The undersigned is authorized to act on behalf of SETD and that SETD is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes),

321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620;

24.2 To the best of the undersigned's knowledge, SETD has not discriminated against and will not discriminate against minority, women, or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

24.3 SETD and SETD's employees and contractors are not excluded from participation in the Medicare or Medicaid programs and are not included in the Office of Inspector General List of Excluded Individuals/Entities.

24.4 SETD and SETD's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

24.5 SETD is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" found at: <http://www.epls.gov/>;

24.6 SETD is not subject to backup withholding because: (1) SETD is exempt from backup withholding; (2) SETD has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or (3) the IRS has notified SETD that SETD is no longer subject to backup withholding.

Authorized:

IN WITNESS WHEREOF, authorized representatives of the parties agree to the preceding terms and conditions.

Sunset Empire Transportation District :

Columbia Pacific CCO:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Address

CPCCO Notice Address:

Federal Employer Identification Number

Columbia Pacific CCO
Attention: Chief Network Officer
315 SW 5th Avenue
Portland, Oregon 97204

Exhibit 1
Special Terms and
Conditions

SETD shall comply, and shall include these requirements in all subcontracts with Transportation Providers to require all Transportation Providers to comply with the requirements set forth in this Exhibit 1. OHA Volunteers are exempt from conditions in 1.2 and 1.3.

1. Transportation Provider and Volunteer Standards.

- 1.1** Payment. Provider shall not bill Members for Non-Emergent Medical Transportation Services, as specified in 42 CFR 447.15.
- 1.2** Vehicle Standards. Provider shall maintain its vehicles to provide comfortable and safe Rides to Members. Provider's vehicles shall meet the following requirements:
 - 1.2.1 The interior of the vehicle shall be clean;
 - 1.2.2 Provider shall not smoke or permit smoking in the vehicle;
 - 1.2.3 Provider shall maintain appropriate safety equipment in the vehicle, including but not limited to: first aid kit, fire extinguisher, roadside reflective or warning devices, flashlight, chains or other traction devices (when appropriate), and disposable gloves.
 - 1.2.4 Provider shall maintain the vehicle in good operating condition, by providing the following: seatbelts, side and rear view mirrors, horn, and working turn signals, headlights, taillights, and windshield wipers.
 - 1.2.5 Provider shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. Provider shall comply with all appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. Provider shall provide all equipment necessary to transport Members using wheelchairs.
- 1.3 Drivers.** Provider shall inform drivers of their job duties and responsibilities and provide training related to their job duties. Provider shall also:
 - 1.3.1 Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
 - 1.3.2 Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire, and renew at least every three years;
 - 1.3.3 Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedure courses, or equivalent courses, within six months of date of hire, and maintain certification;
 - 1.3.4 Require drivers to complete the Passenger Service and Safety course, or equivalent course, within six months of hire;

1.3.5 Establish procedures for drivers to deal with situations in which emergency care is needed for Members that they have been assigned to transport.

1.4 Provider's selection of its drivers shall include:

1.4.1 Verification that the driver has an appropriate and valid, unrestricted license to drive recognized by the state of Oregon according to ORS Chapter 807 and OAR Chapter 735, Division 062; and,

1.4.2 Criminal background checks in accordance with OAR chapter 407, Division 7, and SETD's criminal background check implementing criteria. If a Provider or SETD desires an exception to this requirement, such exception shall be made only with the approval of CPCCO and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Members will not be placed in a risk of harm from the driver. If SETD desires an exception, SETD shall submit written request to CPCCO for review. CPCCO may respond to any such request within 30 days. Failure of CPCCO to respond shall constitute a denial of the request.

2. Confidentiality of Member Information and Information Privacy/Security.

2.1 Confidentiality of Member Information. All information as to personal facts and circumstances obtained by SETD on the Member shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the Member, the responsible parent of a minor child, or the Member's legal guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

2.2 The use or disclosure of information concerning Members shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.

2.3 CPCCO, SETD and any subcontractor will share information as necessary to effectively serve CPCCO Members.

2.3.1 Information Privacy/Security/Access. If the work performed under this Agreement requires SETD or, when allowed, its subcontractor(s), to have access to or use any of CPCCO's computer system or other CPCCO Information Asset for which CPCCO imposes security requirements, and CPCCO grants SETD access to such CPCCO Information Assets or Network and Information Systems, SETD shall comply and require any subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

3. Grievance System.

3.1 Subject to CPCCO's reservation of authority over final adjudication of grievances and

appeals, and subject to CPCCO's delegation oversight activities, SETD shall develop and implement a Grievance System supported with written procedures, under which CPCCO Members, or Providers acting on their behalf may challenge any Action that includes a Grievance process, Appeal process and access to Contested Case Hearings.

- 3.1.1 As applicable, SETD's Grievance System shall meet the requirements of Exhibit I Sections 1 through 6 of the CCO Contract, OAR 410-141-3260 through 410-141-3266 and 42 CFR 438.400 through 438.424.
- 3.1.2 SETD shall provide CPCCO with copies of its grievance process, as reasonably requested, for CPCCO's delegation oversight activities, or in order for CPCCO to respond to the OHA in its oversight capacity.
- 3.1.3 The Grievance System must include Grievances and Appeals related to requests for accommodation in communication or provision of services for Members with a disability or limited English proficiency.
- 3.1.4 The Grievance System must include in its Grievance and Appeal procedures a process for Grievances and Appeals concerning communication or access to SETD Services that are Covered Services.
- 3.1.5 SETD's Grievance System procedures are subject to CPCCO's review and approval.
- 3.1.6 Any proposed change to SETD's approved Grievance System procedures or CPCCO's associated Grievance System is subject to OHA approval.
- 3.2** As part of its overall Grievance System, CPCCO shall delegate to SETD the responsibility for the following:
 - 3.2.1 Sending out all Notice of Actions related to functions delegated to SETD;
 - 3.2.2 Participating in (but not adjudicating) the first level of the appeals process, pursuant to OAR 410-141-0260 through 410-141-0265, in the event that a Member appeals an SETD decision;
 - 3.2.3 Initial investigation and response to grievances received by SETD or by CPCCO from a Member regarding SETD services.

In the event that a Member continues to exercise rights available beyond the first level of the appeals process or the initial investigation and response to a grievance, CPCCO will immediately notify and involve SETD staff to coordinate the appropriate and required response and participation in the Hearing.
 - 3.2.4 SETD shall provide to all Subcontractors, at the time they enter into a

subcontract, the following Grievance, Appeal, and Contested Case Hearing procedures and timeframes:

- a. The Member's right to a Contested Case Hearing, how to obtain a hearing and representation rules at a hearing;
- b. The Member's right to file Grievances and Appeals and their requirements and timeframes for filing;
- c. The availability of assistance in filing;
- d. The toll-free numbers to file oral Grievances and Appeals;
- e. The Member's right to request continuation of benefits during an Appeal or Contested Case Hearing filing and, if SETD's Action is upheld in a Contested Case Hearing, the Member may be liable for the cost of any continued benefits; and
- f. Any State-determined Provider appeal rights to challenge the failure of the organization to cover a service.

3.3 On a quarterly basis, SETD shall document all Grievances and Appeals using the approved State Grievance Log Sheet. SETD shall submit each prepared Grievance Log Sheet accompanied with the quarterly Grievance and Analysis Report to CPCCO no later than thirty (30) days following the end of each calendar quarter. SETD shall monitor the Grievance Log Sheets on a monthly basis for completeness and accuracy.

3.4 SETD shall maintain a record for each Grievance and Appeal, which shall include, at minimum:

- a. Notice of Action (NOA);
- b. If filed in writing, the Grievance or Appeal;
- c. If an oral filing was received, documentation that the Grievance or Appeal was received orally;
- d. Records of the review or investigation;
- e. Notice of the resolution of the Grievance; and
- f. All written decisions and copies of all correspondence with all parties to the Grievance or Appeal.

3.5 Quarterly, upon request, SETD shall submit to CPCCO, a requested number of copies of the Notices of Actions that SETD has sent to Members for submission to the State with the quarterly report.

- 3.6** CPCCO shall review and analyze SETD's Grievance System no less than annually, or as necessary to comply with Quality Improvement and delegation oversight standards:
- a. review of completeness, accuracy and timeliness of documentation;
 - b. compliance with written procedures for receipt, disposition and documentation; and
 - c. compliance with the CCO Contract, state and federal regulations and laws.

Exhibit 2
OHP Specific Provisions
Reference: Paragraph 23.16

CPCCO, LLC (“Contractor”) has entered into a Health Plan Services Contract, Coordinated Care Organization Contract with the State of Oregon, acting by and through its Oregon Health Authority (“OHA”), Division of Medical Assistance Programs (“DMAP”) and Addictions and Mental Health Division (“AMH”) to provide and pay for Coordinated Care Services (the “OHP Contract”). The OHP Contract requires that the provisions in this Exhibit be included in any subcontracts and contracts with Providers. This Exhibit is incorporated by reference into and made part of the Transportation Services Agreement (the “Agreement”) with respect to goods and services rendered under the Agreement by Providers (the “Subcontractor”) to enrollees of Contractor who are enrolled in the Oregon Health Plan Medicaid managed care program (“Members”). In the event of a conflict or inconsistency with any term or condition in the Agreement relating to goods and services rendered to Members who are enrolled in the Oregon Health Plan Medicaid managed care program, this Exhibit shall control.

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

1. **OHA.** To the extent any provision in the OHP Contract applies to Contractor with respect to the Work Contractor is providing to OHA through the Agreement, that provision shall be incorporated by reference into the Agreement and shall apply equally to Subcontractor.
2. **Termination for Cause.** In addition to pursuing any other remedies allowed at law or in equity or by the Agreement, the Agreement may be terminated by Contractor, or Contractor may impose other sanctions against Subcontractor, if the Subcontractor’s performance is inadequate to meet the requirements of the OHP Contract.
3. **Monitoring.**
 - 3.1 By Contractor. Contractor will monitor the Subcontractor’s performance on an ongoing basis and perform at least once a year a formal review of compliance with delegated responsibilities and Subcontractor’s performance, deficiencies or areas for improvement, in accordance with 42 CFR 438.230. Upon identification of deficiencies or areas for improvement, Subcontractor shall take the Corrective Action identified by Contractor.
 - 3.2 By OHA. Subcontractor agrees that OHA is authorized to monitor compliance with the requirements in the Statement of Work under the OHP Contract and that methods of monitoring compliance may include review of documents submitted by Subcontractor, OHP Contract performance review, Grievances, on-site review of documentation or any other source of relevant information.
4. **Federal Medicaid Managed Care.** Subcontractor shall comply with the requirements of

42 CFR §438.6 that are applicable to the Work required under the Agreement.

5. **Hold Harmless.** Subcontractor shall not hold OHA nor a Member receiving services liable for any costs or charges related to Contractor-authorized Covered Services rendered to a Member whether in an emergency or otherwise. Furthermore, Subcontractor shall not hold a Member liable for any payments for any of the following: (a) Contractor's or Subcontractor's debt due to Contractor's or Subcontractor's insolvency; (b) Coordinated Care Services authorized or required to be provided under the OHP Contract and the Agreement to a Member, for which (i) OHA does not pay Contractor; or (ii) Contractor does not pay Subcontractor for Covered Services rendered to a Member as set forth in the Agreement; and (c) Covered Services furnished pursuant to the Agreement to the extent that those payments are in excess of the amount that the Member would owe if Contractor provided the services directly. Subcontractor may not initiate or maintain a civil action against a Member to collect any amounts owed by the Contractor for which the Member is not liable to the Subcontractor under the Agreement. Nothing in this paragraph 5 shall impair the right of the Subcontractor to charge, collect from, attempt to collect from or maintain a civil action against a Member for any of the following: (a) deductible, copayment, or coinsurance amounts, (b) health services not covered by the Contractor or the OHP Contract, and (c) health services rendered after the termination of the Agreement, unless the health services were rendered during the confinement in an inpatient facility and the confinement began prior to the date of termination of the Agreement or unless the Subcontractor has assumed post-termination treatment obligations under the Agreement.
6. **Continuation.** Subcontractor shall continue to provide Covered Services during periods of Contractor insolvency or cessation of operations through the period for which CCO Payments were made to Contractor.
7. **Billing and Payment.** Subcontractor shall not bill Members for services that are not covered under the OHP Contract unless there is a full written disclosure or waiver on file signed by the Member, in advance of the service being provided, in accordance with OAR 410-141-0420.
8. **Reports.** Subcontractor shall provide timely access to records and facilities and cooperate with OHA in collection of information through consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with the OHP Contract, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes.
9. **Quality Improvement.** In conformance with 42 CFR 438 Subpart E, Subcontractor shall cooperate with OHA by providing access to records and facilities for the purpose of an annual, external, independent professional review of the quality outcomes and timeliness of, and access to, Services provided under the OHP Contract.
10. **Access to Records.** Subcontractor shall maintain all financial records related to the OHP Contract in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Subcontractor shall maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Subcontractor, whether in paper, electronic or other form, that are pertinent to the OHP Contract (the "Records") in such a manner to clearly document Subcontractor's performance. Subcontractor shall provide timely and

reasonable access to Records to: (a) OHA; (b) the Secretary of State's Office; (c) CMS; (d) the Comptroller

General of the United States; (e) the Oregon Department of Justice Medicaid Fraud Control Unit; and (g) all their duly authorized representatives, to perform examinations and audits, make excerpts and transcripts, and evaluate the quality, appropriateness and timeliness of services performed. Subcontractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilities for such a review or audit.

Subcontractor shall retain and keep accessible all Records for the longer of: (a) six years following final payment and termination of the OHP Contract; (b) the period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or (c) until the conclusion of any audit, controversy or litigation arising out of or related to the OHP Contract. The rights of access in this paragraph 10 are not limited to the required retention period, but shall last as long as the Records are retained.

- 11. Clinical Records and Confidentiality of Member Records.** Subcontractor shall comply with Contractor's policies and procedures that ensure maintenance of a record keeping system that includes maintaining the security of records as required by the Health Insurance Portability and Accountability Act, 42 USC 1320d et. seq., and the federal regulations implementing the Act ("HIPAA"), and complete Clinical Records that document the Coordinated Care Services received by the Members. Contractor shall regularly monitor Subcontractor's compliance with these policies and procedures and Subcontractor shall be subject to and comply with any Corrective Action taken by Contractor that is necessary to ensure Subcontractor compliance.
- 12. Reporting of Abuse.** Subcontractor shall comply with all patient abuse reporting requirements and fully cooperate with the State for purposes of ORS 410.610 et.seq., ORS 419B.010 et.seq., ORS 430.735 et.seq., ORS 433.705 et.seq., ORS 441.630 et.seq., and all applicable Administrative Rules. In addition, Subcontractor shall comply with all protective services, investigation and reporting requirements described in OAR 943-045-0250 through 943-045-0370 and ORS 430.735 through 430.765.
- 13. Fraud and Abuse.** Subcontractor shall comply with Contractor's fraud and Abuse policies to prevent and detect fraud and Abuse activities as such activities relate to the OHP, and shall promptly refer all suspected cases of fraud and Abuse to the Contractor and the Medicaid Fraud Control Unit ("MFCU"). Subcontractor shall permit the MFCU or OHA or both to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of Subcontractor, as required to investigate an incident of fraud and Abuse. Subcontractor shall cooperate with the MFCU and OHA investigator during any investigation of fraud and Abuse. Subcontractor shall provide copies of reports or other documentation regarding any suspected fraud at no cost to MFCU or OHA during an investigation
- 14. Certification.** Subcontractor certifies that all Claims data submissions by the Subcontractor, either directly or through a third party submitter, is and will be accurate, truthful and complete in accordance with OAR 410-141-3320 and OAR 410-120-1280.
- 15. State Provisions.** Subcontractor shall comply with all State and local laws, rules, regulations, executive orders and ordinances applicable to the OHP Contract or to the performance of Work under the Agreement, including but not limited to the following: (a)

ORS Chapter 659A.142; (b) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations; (c) OHA rules pertaining to the provision of prepaid capitated health care and services, OAR Chapter 410, Division 141; and (d) all other OHA Rules in OAR Chapter 410. These laws, rules, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the OHP Contract and required by law to be so incorporated. Subcontractor shall, to the maximum extent economically feasible in the performance of the Agreement pertinent to the OHP Contract, use recycled paper (as defined in ORS 279A.010 (1) (gg)), recycled PETE products (as defined in ORS 279A.010 (1) (hh)), and other recycled products (as "recycled products" is defined in ORS 279A.010 (1) (ii)).

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

17. Information/Privacy/Security/Access. If the items or services provided under the Agreement permits Subcontractor to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Contractor access to such OHA Information Assets or Network and Information Systems, Subcontractor shall comply with OAR 407-014-0300 through OAR 407-014-0320.

18. Governing Law, Consent to Jurisdiction. The OHP Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between the OHA (or any other agency or department of the State of Oregon) and Subcontractor that arises from or relates to the OHP Contract shall be brought and conducted solely and exclusively within the Circuit Court of Clatsop County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court of the District of Oregon. In no event shall this paragraph 19 be construed as a waiver of the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. **SUBCONTRACTOR, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

19. Independent Contractor.

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

20.2. Current Work for State or Federal Government. If Subcontractor is currently performing work for the State of Oregon or the federal government, Subcontractor by signature to the Agreement represents and warrants that Subcontractor's Work to be performed under the Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for

which Subcontractor currently performs work would prohibit Subcontractor's work under the Agreement or the OHP Contract. If compensation under the Agreement is to be charged against federal funds, Subcontractor certifies that it is not currently employed by the federal government.

- 20.3. **Taxes.** Subcontractor shall be responsible for all federal and State of Oregon taxes applicable to compensation paid to Subcontractor under the Agreement, and unless Subcontractor is subject to backup withholding, OHA and Contractor will not withhold from such compensation any amount to cover Subcontractor's federal or State tax obligations. Subcontractor shall not be eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Subcontractor under the Agreement, except as a self-employed individual.
- 20.4. **Control.** Subcontractor shall perform all Work as an independent contractor. Subcontractor understands that OHA reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, OHA may not and will not control the means or manner of Subcontractor's performance. Subcontractor is responsible for determining the appropriate means and manner of performing the Work delegated under the Agreement.

20. **Representations and Warranties.** Subcontractor represents and warrants to Contractor that: (a) Subcontractor has the power and authority to enter into and perform the Agreement; (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Subcontractor enforceable in accordance with its terms, (c) Subcontractor has

the skill and knowledge possessed by well-informed Members of its industry, trade or profession and Subcontractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Subcontractor's industry, trade or profession; and (d) Subcontractor shall, at all times during the term of the Agreement, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

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

of the Work required by the OHP Contract other than information submitted in Exhibit G of the OHP Contract. In addition, Subcontractor shall ensure that any subcontracts are in writing and include all the requirements set forth in this Exhibit that are applicable to the service or activity delegated under the subcontract.

- 23. Severability.** If any term or provision of the OHP Contract, the Agreement or this Exhibit is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the OHP Contract, the Agreement or this Exhibit did not contain the particular term or provision held to be unlawful.
- 24. Limitations of Liabilities.** Subcontractor agrees that OHA and Contractor shall not be held liable for any of Subcontractor's debts or liabilities in the event of insolvency.
- 25. Compliance with Federal Laws.** Subcontractor shall comply with federal laws as set forth or incorporated, or both, in the OHP Contract and all other federal laws applicable to Subcontractor's performance relating to the OHP Contract or the Agreement. For purposes of the OHP Contract and the Agreement, all references to federal laws are references to federal laws as they may be amended from time to time. In addition, unless exempt under 45 CFR Part 87 for Faith-Based Organizations, or other federal provisions, Subcontractor shall comply with the following federal requirements to the extent that they are applicable to the OHP Contract and the Agreement:
- 25.1 Federal Provisions. Subcontractor shall comply with all federal laws, regulations, and executive orders applicable to the OHP Contract or to the delivery of Work under the Agreement. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the OHP Contract and the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of community mental health programs, including without limitation, all federal laws requiring reporting of Member abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the OHP Contract and the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.
- 25.2 Equal Employment Opportunity. If the OHP Contract, including amendments, is for more than \$10,000, then Subcontractor 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).

- 25.3 Clean Air, Clean Water, EPA Regulations. If the OHP Contract, including amendments, exceeds \$100,000 then Subcontractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 USC 1251 to 1387), specifically including, but not limited to Section 508 (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under nonexempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, the U.S. Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Subcontractor shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this subparagraph.
- 25.4 Energy Efficiency. Subcontractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC 6201 et seq. (Pub. L. 94-163).
- 25.5 Truth in Lobbying. Subcontractor certifies, to the best of the Subcontractor's knowledge and belief that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. Subcontractor 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.
- 25.6 HIPAA Compliance. Subcontractor acknowledges and agrees that Contractor is a "covered entity" for purpose of the privacy and security provisions of HIPAA. Accordingly, Subcontractor shall comply with HIPAA and the following:

- a. Individually Identifiable Health Information (“IIHI”) about specific individuals is protected from unauthorized use or disclosure consistent with the requirement of HIPAA. IIHI relating to specific individuals may be exchanged between Subcontractor and Contractor and between Subcontractor and OHA for purposes directly related to the provision of services to Members which are funded in whole or in part under the OHP Contract. However, Subcontractor shall not use or disclose any IIHI about specific individuals in a manner that would violate (i) the HIPAA Privacy Rules in CFR Parts 160 and 164; (ii) the OHA Privacy Rules, OAR 407-014-0000 et.seq., or (iii) the OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: <https://apps.state.or.us/Forms/Served/DE2090.pdf>, or may be obtained from OHA.
- b. Subcontractor shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rule in 45 CFR Part 164 to ensure that Member Information is used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with applicable State and federal laws and the terms and conditions of the OHP Contract and the Agreement. Security incidents involving Member Information must be immediately reported to the Contractor’s privacy officer and to the Oregon Department of Human Services’ (“DHS”) Privacy Officer.
- c. Subcontractor shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS Electronic Data Transmission Rules, OAR 410-001-0000 through 410-001-0200. If Contractor intends to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or enrollment information, authorizations or other electronic transactions, Subcontractor shall comply with OHA Electronic Data Transmission Rules.
- d. If Subcontractor reasonably believes that the Contractor’s or OHA’s data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Subcontractor shall promptly consult Contractor or the OHA HIPAA officer.

25.7 Resource Conservation and Recovery. Subcontractor 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.

25.8 Audits. Subcontractor 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.”

25.9 Debarment and Suspension. Subcontractor represents and warrants that it is not excluded by the U.S. Department of Health and Human Services Office of the Inspector General or listed on the non-procurement portion of the General Service

Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension."

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

- a. Subcontractor 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 Subcontractor's workplace or while providing services to Members. Subcontractor's notice shall specify the actions that will be taken by Subcontractor 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, Subcontractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;
- c. Provide each employee to be engaged in the performance of services under the Agreement a copy of the statement mentioned in subparagraph 26.10.a above;
- d. Notify each employee in the statement required by subparagraph 26.10.a that, as a condition of employment to provide services under the OHP Contract the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e. Notify OHA and Contractor within ten days after receiving notice under subparagraph 26.10.d from an employee or otherwise receiving actual notice of such conviction;
- f. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;
- g. Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs 26.10.a through 26.10.f;
- h. Require any subcontractor to comply with subparagraphs 26.10.a through 26.10.g;
- i. Neither Subcontractor, nor any of Subcontractor's employees, officers, agents or subcontractors may provide any service required under the Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Subcontractor or Subcontractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Subcontractor or Subcontractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to Members or

others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities;

- j. Violation of any provision of this subparagraph 26.10 may result in termination of the Agreement and the OHP Contract.

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

25.12 Clinical Laboratory Improvements. Subcontractor and any laboratories used by Subcontractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438, which require that all laboratory testing sites providing services under the OHP Contract shall have either a Clinical Laboratory Improvement Amendments ("CLIA") certificate of waiver or a certificate of registration along with a CLIA identification number. Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of the waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

25.13 OASIS. To the extent applicable, Subcontractor shall comply with the Outcome and Assessment Information Set ("OASIS") reporting requirements and patient notice requirements for skilled services provided by Home Health Agencies, pursuant to the CMS requirements published in 64 FR 3764, 64 FR 3748, 64 FR 23846, and 64 FR 32984, and such subsequent regulations as CMS may issue in relation to the OASIS program.

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

25.15 Federal Grant Requirements. Subcontractor shall not expend any of the funds paid under the Agreement for roads, bridges, stadiums, or any other item or service not covered under the Oregon Health Plan ("OHP").

25.16 Title II of the Americans with Disabilities Act. Subcontractor shall comply with the integration mandate in 28 CFR 35.130(d), Title II of the Americans with Disabilities Act and its implementing regulations published in the Code of Federal Regulations.

- 26. Marketing.** Subcontractor shall not initiate contact nor Market independently to potential Members, directly or through any agent or independent contractor, in an attempt to influence an OHP Member's Enrollment with Contractor, without the express written consent of OHA. Subcontractor shall not conduct, directly, door-to-door, telephonic, mail, electronic, or other Cold Call Marketing practices to entice a Member to enroll with Contractor, or to not enroll with another OHP contractor. Subcontractor shall not seek to influence a Member's Enrollment with the Contractor in conjunction with the sale of any other insurance. Furthermore, Subcontractor understands that OHA must approve, prior to distribution, any written communication by Subcontractor that (a) is intended solely for Members, and (b) pertains to provider requirements for obtaining coordinated care services, care at service site or benefits. Notwithstanding anything to the contrary in this

paragraph 27, Subcontractor may post a sign listing all OHP Coordinated Care Organizations to which Subcontractor belongs and display Coordinated Care Organization-sponsored health promotional materials.

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

28. Third Party Resources.

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

29.1. Reimbursement. Subcontractor understands that where Medicare and Contractor have paid for services, and the amount available from the Third Party Liability is not sufficient to satisfy the Claims of both programs to reimbursement, the Third Party Liability must reimburse Medicare the full amount of its Claim before any other entity, including Subcontractor, may be paid. In addition, if a Third Party has reimbursed Subcontractor, or if a Member, after receiving payment from a Third Party Liability, has reimbursed Subcontractor, the Subcontractor shall reimburse Medicare up to the full amount the Subcontractor received, if Medicare is unable to recover its payment from the remainder of the Third Party Liability payment.

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

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

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

29.5. Right of Recovery. Subcontractor shall comply with 42 USC 1395y(b), which gives Medicare the right to recover its benefits from employers and workers' compensation carriers, liability insurers, automobile or no fault insurers, and employer group health plans before any other entity including Contractor or Subcontractor.

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

29. Preventive Care. Where Subcontractor provides Preventive Care Services, all Preventive Care Services provided by Subcontractor to Members shall be reported to Contractor and

shall be subject to Contractor's Medical Case Management and Record Keeping responsibilities.

30. Accessibility.

31.1. Timely Access, Hours. Subcontractor shall meet OHP standards for timely access to care and services, taking into account the urgency of the need for services as specified in OAR 410-141-3220. This requirement includes that Subcontractor offer hours of operation that are not less than the hours of operation offered to Contractor's commercial Members (as applicable) and non-Members as provided in OAR 410-141-3220.

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

31. Member Rights.

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

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

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

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

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

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

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

34. **Non-Discrimination.** Subcontractor shall not discriminate between Members and non-OHP persons as it relates to benefits and services to which they are both entitled.
35. **Record Keeping System.** If Subcontractor is a Provider, Subcontractor shall, based on written policies and procedures, develop and maintain a record keeping system that: (a) includes sufficient detail and clarity to permit internal and external review to validate encounter submissions and to assure Medically Appropriate services are provided consistent with the documented needs of the Member; (b) conforms to accepted professional practice; and (c) allows the Subcontractor to ensure that data submitted to Contractor is accurate and complete by: (i) verifying the accuracy and timeliness of reported data; (ii) screening the data for completeness, logic, and consistency; and (iii) collecting service information in standardized formats to the extent feasible and appropriate.
36. **Enrollment; Unique Provider Identification Number.** Each of Subcontractor's Physicians and other qualified providers, if any, shall be enrolled with OHA and have a unique provider identification number that complies with 42 USC 1320d-2(b).
37. **Accreditation.** If Subcontractor is a Provider, all programs operated by Subcontractor shall be accredited by nationally recognized organizations recognized by OHA for the services provided, TJC, and/or be certified under OAR 309-012-0130 et.seq., or licensed under ORS Chapter 443 by the State of Oregon to deliver specified services including, OAR 309-032-0175 through 309-032-1565.
38. **Advocacy.** Except as provided in the OHP Contract, Contractor shall not prohibit or otherwise limit or restrict Subcontractor's Health Care Professionals acting within the lawful scope of practice, from advising or advocating on behalf of a Member, who is a patient of the professional, for the following : (a) for the Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered, that is Medically Appropriate even if such care or treatment is not covered under the OHP Contract or is subject to Co-Payment; (b) any information the Member needs in order to decide among relevant treatment options; (c) the risks, benefits, and consequences of treatment or non-treatment; and (d) the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
39. **No Actions.** Subcontractor represents and warrants that neither the state nor federal government has brought any past or pending investigations, legal actions, administrative actions, or matters subject to arbitration involving the Subcontractor, including key management or executive staff, over the past three years on matters relating to payments from governmental entities, both federal and state, for healthcare or prescription drug services.
40. **Notice of Termination.** Subcontractor acknowledges and agrees that Contractor will provide written notice of the termination of Subcontractor's agreement with Contractor to provide Covered Services to Members, within 15 days of such termination, to each Member who received his or her services from, the Subcontractor.

Exhibit 3
CMS Specific Provisions
Reference: Paragraph 23.17

CPCCO, LLC (“CPCCO”) participates in the Medicare Advantage Plan (“MA Plan”) as a Medicare Advantage Organization pursuant to a contract (the “MA Contract”) with the U.S. Department of Health and Human Services (“HHS”), Centers for Medicare and Medicaid Services (“CMS”) and may participate in other Medicare plans. In accordance with the MA Contract and MA Plan regulations the provisions in this Exhibit are included in any subcontracts or agreements with providers. This Exhibit is incorporated by reference into and made part of the Transportation Services Agreement (the “Agreement”) with respect to goods and services rendered under the Agreement by Providers (the “Subcontractor”) to Members who are enrolled in CPCCO’s MA Plan (the “Contractor Plan”). In the event of any conflict or inconsistency with any term or condition in the Agreement relating to goods and services rendered to Contractor Plan Members (“Members”), this Exhibit shall control. Subcontractor shall comply with the provisions in this Exhibit to the extent that they are applicable to the goods and services provided by Subcontractor under the Agreement.

1. Compliance with Law.

- 1.1. **Medicare Program.** The Medicare Advantage program is governed by applicable statutes and regulations, including but not limited to 42 USC § 1395w-21 *et seq.* and 42 CFR Part 422, and the MA Contract. CPCCO is ultimately responsible to CMS for complying with all terms and conditions of the MA Contract. However, Subcontractor agrees that it will comply with all applicable laws, regulations, CMS instructions and the MA Contract in providing services in connection with the Medicare Advantage program under the Agreement.
- 1.2. **Other Laws.** Subcontractor agrees to comply with federal and state laws affecting the rights of Members. Applicable federal laws include, but are not limited to: (i) HIPAA administrative simplification rules at 45 CFR Parts 160, 162, and 164; and (ii) federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse to include but not limited to applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. 3729 *et seq.*), and the anti-kickback statute (§1128B(b) of the Act).

2. **Access to Records; Audit.** Subcontractor agrees that HHS, the U.S. Comptroller General, CPCCO, or their designees have the right to inspect, evaluate and audit any contracts, books, documents, papers, medical records, patient care documentation and records of the Subcontractor or its related entity(s), contractor(s), or subcontractor(s) involving transactions related to the MA Contract. This right of HHS, the Comptroller General, CPCCO, or their designees to inspect, evaluate and audit any pertinent information for any particular contract period will continue for ten (10) years following (i) the date of termination of the Agreement; or (ii) completion of any audit commenced prior to termination of the Agreement, whichever is later, unless such ten year period is further extended for reasons specified in 42 CFR § 422.504(e)(4). Subcontractor agrees to maintain financial, clinical, and other records pertinent to the Agreement to permit inspection, evaluation and audit of such records as specified in this Section 2 and agrees to cooperate, assist, and provide information to HHS, the Comptroller General, CPCCO, or their designees, as requested.

3. Member Protections.

- 3.1. **Hold Harmless.** Subcontractor agrees to hold Members harmless for the payment of fees that are the legal obligation of CPCCO, for example, as a result of CPCCO's insolvency, contract breach, or other financial difficulty.
- 3.2. **Medicare and Medicaid Eligible.** For all Members who are enrollees eligible for both Medicare and Medicaid, Subcontractor shall hold Members harmless for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Accordingly, Subcontractor shall accept CPCCO's payment for services provided to Members as payment in full, or shall bill the appropriate State source.
- 3.3. **Continuation of Benefits.** As applicable, Subcontractor agrees to provide for continuation of health care benefits for all Members, for the duration of the contract period for which CMS payments have been made; and for Members who are hospitalized, on the date the MA Contract terminates, or in the event of CPCCO's insolvency, through the date of the Member's discharge.

4. Confidentiality and Member Records. Subcontractor agrees to comply with all federal and state laws regarding confidentiality requirements of Member information. Subcontractor will use and disclose Member health information and enrollment information only in accordance with applicable federal or state law and agrees to safeguard Member privacy and confidentiality and assure accuracy of Member health records. Subcontractor will ensure that Members receive timely access to the records and information that pertain to them.

5. Delegation. Performance of Subcontractor will be monitored by CPCCO on an ongoing basis. In the event that CPCCO should determine that Subcontractor is in material breach of its agreed delegated activities or reporting requirements, CPCCO may at any time, revoke such delegation and requirements upon thirty (30) days prior written notice to SETD and Subcontractor of said breach. If said material breach cannot reasonably be cured within thirty (30) days, then this Agreement shall not terminate if the defaulting party uses reasonable efforts and diligence to commence curing said problem within the 30-day period and completes the cure to said problem within a reasonable time thereafter.

6. Credentialing. Where the Subcontractor or an affiliate performs provider credentialing for CPCCO, all CPCCO credentialing requirements, including all applicable Medicare Advantage credentialing requirements, must be met. The credentials of medical professionals providing services to Members will be either reviewed by CPCCO or CPCCO will review and approve, and audit on an on-going basis, the credentialing process.

7. Subcontracts. Subcontractor shall not subcontract or delegate any of Subcontractor's duties under the Agreement relating to the MA Contract without the prior written consent of CPCCO. CPCCO retains the right to approve, suspend, or terminate any such arrangement. Subcontractor will cause all services or activities performed by persons other than Subcontractor that relate to the Agreement or the provision of health care or administrative services for or with respect to the MA Plan or Members in the MA Plan ("Contract Providers") to be subject to and performed in accordance with the terms and

conditions of the Agreement, and to be consistent and comply with CPCCO's obligations

under the MA Contract. Subcontractor shall also cause each agreement with Contract Providers (the "Contract Provider Agreement") to contain all provisions required by applicable law to be in such agreement, or to otherwise satisfy such applicable law, including but not limited to those provisions required by 42 CFR 422.504(i). A Contract Provider Agreement includes every direct agreement between Subcontractor and a Contract Provider and every subcontract between two Contract Providers relating to the Agreement for or with respect to the MA Plan or Members in the MA Plan.

- 8. Reporting Requirements.** Subcontractor will maintain and provide to CPCCO data and information reasonably requested by CPCCO to permit CPCCO to comply with reporting requirements under the MA Contract, including but not limited to data and information necessary to (1) administer and evaluate the Medicare Advantage program, (2) establish and facilitate a process for current and prospective beneficiaries to exercise choice in obtaining Medicare services, (3) allow CPCCO to provide CMS data and information with respect to: the cost of its operations; the patterns of utilization of its services; the availability, accessibility and acceptance of its services; developments in the health status of Members; and fiscal soundness.
- 9. Physical Premises.** Subcontractor agrees to allow HHS, the Comptroller General, or their designees to evaluate through inspection and other means the premises, physical facilities and equipment and records of the Subcontractor that pertain to Members and any additional information that CMS may require.
- 10. Provider-Patient Relationship.** Subcontractor shall maintain the provider-patient relationship and nothing in the Agreement shall contain any provision that interferes with the provider-patient relationship.
- 11. Prompt Payment.** CPCCO agrees to provide prompt payment in accordance with the terms agreed to between CPCCO and Subcontractor in the Agreement.
- 12. Provider Selection.** If the Agreement provides for the selection of providers by the Subcontractor or its designee, then CPCCO retains the right to approve, suspend, or terminate any such arrangement.
- 13. Policies and Procedures.** Subcontractor agrees to comply with CPCCO's policies and procedures that include Medicare Advantage-related provisions and provisions relating to Medicare Managed Care Manual, Chapter 11 – Medicare Advantage Application Procedures and Contract Requirements, Section 100.4. These Medicare Advantage related provisions include, but are not limited to, the following:
 - 13.1. Provide benefits to Members who permanently move into a "continuation area."
 - 13.2. Prohibition against discrimination based on health status.
 - 13.3. Pay for emergency and urgently needed services.
 - 13.4. Pay for renal dialysis for those temporarily out of a service area.
 - 13.5. Provide direct access to mammography and influenza vaccinations.
 - 13.6. Not impose co-payments for influenza and pneumococcal vaccines.

- 13.7. Maintain written agreements with providers to demonstrate “adequate” access to benefits.
- 13.8. Provide or arrange for direct access to women’s specialists for routine and preventive services.
- 13.9. Ensure services available 24hrs/day, 7days/week, when medically necessary.
- 13.10. Adhere to CMS marketing provisions.
- 13.11. Ensure services are provided in a culturally competent manner.
- 13.12. Maintain procedures to inform Members of follow-up care or provide training in self-care as necessary.
- 13.13. Document in a prominent place in the medical record if an individual has executed an advance directive.
- 13.14. Provide services in a manner consistent with professionally recognized standards of care.
- 13.15. Specify payment and incentive arrangements as necessary.
- 13.16. Make a good faith effort to notify all affected Members of the termination of a provider contract 30 calendar days before the termination by Plan(s) or provider.
- 13.17. Submit complete and accurate risk adjustment data, as required by CMS, to CPCCO.
- 13.18. Comply with medical policy, quality improvement programs, and medical management procedures.
- 13.19. Disclose to CMS and CPCCO quality and performance indicators for plan benefits regarding (1) disenrollment rates for beneficiaries enrolled in the plan for the previous two years, (2) Member satisfaction and (3) health outcomes.
- 13.20. Prohibit use of excluded practitioners.
- 13.21. Adhere to appeals/grievance procedures.

14. Part D. Where CPCCO is a Part D plan sponsor the following provisions also apply.

- 14.1. **Access to Records; Audit.** Subcontractor agrees that HHS, the U.S. Comptroller General, CPCCO, or their designees have the right to inspect, evaluate and audit any pertinent contracts, books, documents, papers, and records of Subcontractor or related entity(s), contractor(s), or subcontractor(s) involving transactions related to CMS’ Part D contract with CPCCO (“Part D Plan Contract”). HHS’, the Comptroller General’s, CPCCO’s, or their designee’s right to inspect, evaluate and audit any pertinent information for any particular contract period will exist for ten (10) years following (a) the date of termination of the Agreement or (b) completion of any audit commenced prior to termination of the Agreement, whichever is later, unless such ten year period is further extended for reasons specified in 42 CFR § 423.505(e)(4). Subcontractor agrees to maintain financial, clinical, and other records pertinent to the Agreement to permit inspection, evaluation and audit of such records as specified in this Section 14.1.

- 14.2. **Member Protections.** Subcontractor agrees to hold Members harmless for the payment of fees that are the legal obligation of CPCCO.
- 14.3. **Delegation.** With respect to all activities and responsibilities of CPCCO under the Part D Plan Contract that are delegated to Subcontractor pursuant to the Agreement or otherwise, Subcontractor agrees to cooperate in ensuring that such delegation is clearly specified in writing, and that responsibility for reporting to CMS is clear. CPCCO maintains ultimate responsibility for compliance with the Part D Plan Contract and is required to monitor such delegated activities on an ongoing basis. Any such delegated activities must be consistent and comply with the Part D Plan Contract. In the event that either CMS or CPCCO should determine that Subcontractor has not satisfactorily performed such delegated activities or reporting requirements, CPCCO may at any time revoke such delegation if CMS or CPCCO determines that Subcontractor has not performed satisfactorily.
- 14.4. **Subcontracts.** Subcontractor shall not subcontract or delegate any of Subcontractor's duties under the Agreement relating to the Part D Plan Contract without the prior written consent of CPCCO. CPCCO retains the right to approve, suspend, or terminate any such arrangement. Subcontractor will cause all services or activities performed by persons other than Subcontractor that relate to the Agreement to be subject to and performed in accordance with the terms and conditions of the Agreement, and to be consistent and comply with CPCCO's obligations under the Part D Plan Contract.

EXHIBIT 4 Compensation Schedule

Sunset Empire Transportation District ("SETD") will provide services for Non-Emergent Medical Transportation ("NEMT") on behalf of Columbia Pacific Coordinated Care Organization ("CPCCO") to its members pursuant to OAR requirements as defined in OAR 410-136-3020 to 410-136-3360.

CPCCO will reimburse SETD the Unadjusted Capitation Rate plus the Effective Risk Administration Allowance per the Contract Rate Sheets on a monthly basis. The Unadjusted Capitation Rate amount is documented as an NEMT line item provided with the CPCCO contract #139062 with Oregon Health Authority ("OHA").

Compensation Schedule:

- CPCCO will advance SETD a base payment of \$9.13 per member per month (pmpm) on a monthly basis for total CPCCO membership by the second week of each month.

Risk Sharing Arrangement:

- SETD will pay all expenses incurred for CPCCO members as defined in the OAR requirements 410-136-3020 to 410-136-3360.
- CPCCO will withhold 1% of capitation received from the State for Administrative expenses.
- CPCCO will deposit 5% of capitation received from the State each month into a, US Bank account number, ending in 2937, Columbia Pacific CCO LLC NEMT Reserve Account, to fund the Risk Sharing Arrangement with SETD. The amount available in this separate Reserve Account will be used first to satisfy the Risk Sharing Arrangement payments as described below. It is intended to fund the Risk Share Agreement to provide protection from the downside risk for both parties and to build a reserve account to replace OHA's eventual withdrawal of the existing Reserve Account.

Within 30 days following a quarter, a designated CPCCO representative and SETD Director will meet to review the financial situation of the parties related to this Agreement. Both parties shall share relevant financial reports that include administrative allocation details. Based on that review, the SETD Director and CPCCO representative will settle amounts as follows: :

- In the event that expenses exceed revenue, SETD will be reimbursed, first from the Reserve Account, then from CPCCO operations for 50% of the total loss for all OAR defined services on a quarterly basis.
- In the event that revenue exceeds expenses, SETD will reimburse first the Reserve Account, then CPCCO operating for 50% of the total gain for all OAR defined services on a semi-annual basis. If payment is not received within 30 days, CPCCO will have the right to deduct amounts SETD owes to CPCCO from CPCCO's future payments to SETD.
- Assess the financial impact of this Risk Sharing Arrangement and revisit the percentage of capitation being deposited into the Reserve Account.