

SECTION 1 – PURPOSE/OVERVIEW

1.1. Introduction

The State of Oregon, Oregon Health Authority (OHA), requests Applications from qualified Applicants to be certified and awarded contracts as Coordinated Care Organizations (CCOs)

OHA expects to award one or more Contracts for each region for the period starting August 1, 2012, or such later date as OHA determines appropriate. All initial Contracts will expire December 31, 2013, and thereafter may be renewed for one-year periods at OHA's discretion.

Pending federal approvals, OHA expects, with CMS, to award one or more three-way contracts for the period starting January 1, 2013, or such later date as OHA and CMS determine appropriate. All initial three-way contracts will expire December 31, 2013, and thereafter may be renewed for one-year periods at the discretion of OHA and CMS.

All persons or firms submitting Applications are referred to as Applicants in this Request for Applications (RFA). After execution of the Contract, the awarded Applicant will be designated as Contractor, and the Applicant will be designated as the CCO.

The scope of the Contractor services and deliverables for the Contract is described in Section 3, "Scope of Work". The parties will negotiate the final Statement of Work to be included in the Contract.

1.2. Background and Overview

1.2.1. Improving Health, Improving Health Care and Reducing Cost

The OHA is soliciting applications from experienced and innovative entities with a strong community presence and commitment to improving health outcomes for those experiencing health disparities to become certified and enter into contracts as CCOs. CCOs are accountable for care management and provision of integrated and coordinated health care for each of their members, including members who are dually eligible for Medicare and Medicaid services, managed within a global budget, by providing care so that efficiency and quality improvements reduce medical cost inflation and improve health outcomes, in accordance with the objectives and requirements established in HB 3650 and SB 1580.

Studies nationwide and in Oregon have demonstrated that health systems that incorporate best clinical practices, coordination of benefits and care, and offer culturally specific care not only deliver better health outcomes but reduce health care costs.

CCOs are the primary agents of health system transformation. They will be responsible for integrated and coordinated health care for their community members' physical health, addictions and mental health services, and by 2014, oral health care—with a focus on prevention, improving quality (including culturally appropriate care), accountability, eliminating health disparities and lowering costs. HB 3650 directs CCOs' delivery system networks to emphasize patient-centered primary care homes, evidence-based practices, and health information technology to improve the coordination of care for individuals with chronic conditions as well as those experiencing health disparities and to increase preventive services that will improve health and health care for eligible members—all managed within a global budget. The CCO model of care will promote efficiency and quality improvements in an effort to reduce year-over-year cost

increases while supporting the development of local accountability for the health of CCO members in a manner that is culturally appropriate.

1.2.2. Description of Oregon’s Integrated and Coordinated Health Care Model

The Oregon Health Plan (OHP) implemented a Medicaid managed care system in the mid-1980s and the prioritized list of health services in 1994. Despite the many successes of the Oregon Health Plan, growth in Medicaid expenditures has continued to outpace state general fund revenue and beneficiaries with the greatest need for coordinated care often see multiple providers across multiple sites of care while facing complex treatment and medication regimens. In particular, the OHP goal of integrating care across physical, behavioral and dental health was never fully achieved, nor was the goal of seamless management of health care for individuals eligible for both Medicare and Medicaid. In addition, despite the fact that forty percent of Medicaid enrollees are people of color, these populations, along with other culturally and socially diverse groups, continue to experience the most disparities in access, quality and outcomes of care.

Oregon’s existing Medicaid delivery system is made up of 34 capitated managed care plans (14 FCHPs, 2 PCOs, 8 DCOs, and 10 MHOs) in addition to health services delivered using fee-for-service and the long-term care delivery system.

Oregon’s health system transformation represents an evolution of the OHP. CCOs will provide a stronger focus on preventive and primary care, evidence-based, culturally-specific services, and more effective management of care with the end goal of moving from fragmentation to organization and delivering the right care in the right place at the right time to patients who are meaningfully engaged.

The key elements of a coordinated and integrated health care delivery system envisioned by HB 3650 are patient-centered primary care homes, coordination of care across categories of care and funding streams, patient activation, and aligning incentives that reward providers and beneficiaries for achieving good outcomes. In order to incent integration and efficiency, CCOs will receive all eligible Medicaid and—in the case of individuals who are dually eligible—Medicare funding through a single global budget designed to allow maximum flexibility to support both innovation and investment in evidenced-based care. Triple Aim-oriented measures of health outcomes, quality and efficiency will help ensure that CCOs improve upon the existing managed care system and will enable incentives for exceptional performance.

Approximately 200,000 additional Oregonians will become eligible for Medicaid in 2014 with the implementation of Patient Protection and Affordable Care Act. With very few exceptions, all Medicaid populations in Oregon are to be enrolled in CCOs and paid under the global budget methodology. Currently, 78 percent of eligible individuals are enrolled in a managed physical health care plan, 88 percent in a MHO, and 90 percent in a DCO. HB 3650 directs that OHA will enroll as many of the remaining eligibles currently in a fee-for-service (FFS) plan into a CCO. By creating community-based CCOs that focus on prevention and primary care and the needs of their particular communities in a manner that is culturally appropriate, Oregon will be optimally positioned to provide for better health for the newly eligible members, many of whom will have been, at best, sporadically covered with no regular source of care.

At approximately the same time as this RFA is issued, Oregon will submit a demonstration proposal to CMS that will align and integrate Medicare and Medicaid benefits and financing to the greatest extent possible for individuals who are eligible for both programs. The proposal will detail how the state will structure, implement, and evaluate an integrated delivery system and

payment model aimed at improving the quality, coordination, and cost-effectiveness of care for individuals who are dually eligible. Pending federal approval, it is anticipated that under an approved demonstration, CMS will review and approve relevant elements of the overall health system transformation plan as they pertain to dually eligible beneficiaries, including the model of care, performance metrics, financial solvency criteria, and other aspects of the plan. A successful proposal will lead to a three-way contract between CMS, the state and each CCO in order to simplify and unify funding and rules that plans face when serving individuals who are dually eligible.

Applicants will be expected to have a thorough familiarity with Health System Transformation, the CCO Implementation Proposal, and any administrative rules or other formal guidance of OHA pertaining to CCOs. In addition, Applicants will be responsible for addressing CMS requirements for serving individuals who are dually eligible.

1.2.3. Objective of this Request for Application Process

This RFA process identifies the criteria an organization must meet to be certified as a CCO. Evaluation of CCO applications will account for the developmental nature of the CCO system. CCOs, OHA and partner organizations need time to develop capacity, relationships, systems and experience to fully realize the goals envisioned by HB 3650. In all cases, CCOs will be expected to have plans in place for meeting the criteria laid out in the application process and making sufficient progress in implementing plans and realizing the goals established by HB 3650 and the CCO Implementation Proposal.

Qualifying organizations will be certified as CCOs and certified for Dual Eligibles, for a period of up to 6 years. OHA may certify multiple organizations in an area.

Certified CCOs will contract with OHA. Consistent with the CCO's certification and the plans established for meeting the criteria laid out in the application process and making sufficient progress in implementing plans and realizing the goals established by Health System Transformation, the initial contract will establish initial baseline expectations and describe transformational expectations that will be included in the initial contract and updated annually through a contract amendment process.

Pending federal approval of Oregon's demonstration, this RFA submission and certification information will be reviewed jointly with CMS for purposes of certification for Dual Eligibles and entering into three-way contracts, contingent on satisfying readiness requirements, for CCOs to serve Medicare and Medicaid enrollees. The form of the three-way contract and further requirements applying to certification for Dual Eligibles will be announced by addendum to this contract.

OHA rules and contract language applicable to CCOs may be amended from time to time to incorporate requirements applicable to providing integrated and coordinated care services, including but not limited to changes associated with providing coordinated care services to individuals who are dually eligible for Medicare and Medicaid.

1.3. Definitions

For purposes of this RFA (including the Attachments and Appendices) and the resulting Contract, the definitions of terms in Attachment 4 shall apply. Applications should use terms as defined in Attachment 4 whenever applicable.

1.4. Authority

OHA issues this RFA under the authority of ORS 414.725. The procedures for this RFA are governed by the OHA's procedures in OAR 410-141-3010, Coordinated Care Organization Application, Certification, and Contracting Procedures, filed with the Secretary of State as a temporary rule effective March 15, 2012. A copy of this rule is on OHA's web site at *web address*.

SECTION 2 – MINIMUM QUALIFICATIONS

Applicants must meet all of the following minimum qualifications:

2.1. Notice of Intent to Apply

Applicant has submitted a CCO Letter of Intent to Apply pursuant to Section 4.2.3 of this RFA.

2.2. Legal Entity

Applicant is a Legal Entity domiciled in Oregon. (Applicant need not be formed at the time of the CCO Letter of Intent to Apply but must be formed at the time of the Application.)

2.3. Governance

Applicant has the governance structure described in the ORS 414.625(1)(o) at the time the Application is submitted.

2.4. Application Cover Sheet

Applicant has submitted an Application Cover Sheet in the form of Attachment 1, signed by an officer of Applicant who is authorized to bind Applicant.

SECTION 3 – SCOPE OF WORK

Work to be performed under the Contract awarded through this RFA is described in the CCO Implementation Proposal, the CCO Administrative Rules, the RFA Questionnaires (Appendices A-F), and the Core Contract (Appendix G). The scope of work for the three-way contract will be announced by addendum. Each Applicant's statement of work for the Contract will comprise the combination of the following:

3.1. Core Contract and Mandatory Statement of Work Provisions

The Core Contract (Appendix G) contains the Core Elements that are reasonably anticipated to be included in the Statement of Work. The Core Contract, including its Statement of Work, is not negotiable except to the extent Applicant has submitted a Request for Change or Clarification or a Protest within the time period set forth in Section 4.2.1. The Request for Change or Clarification or the Protest must explain the reason for the requested change or clarification. The Core Contract Core Contract Statement of Work provisions in Appendix G represent core federal and state law requirements. The OHA may not be able to agree to a request for change that would be inconsistent with federal or state laws.

3.2. Negotiable Scope of Work Provisions

Certification as a coordinated care organization in order to achieve the goals of health care transformation anticipates that Applicants may propose innovative strategies for use within their

delivery system network to ensure integrated and coordinated care for members, and request flexibilities to that may be appropriate to address community-directed objectives. Consequently, Applicants certified as CCOs will enter into contracts with the Authority that should be responsive to those models of care and service delivery. The Applicant's strategies and proposal will be elicited in the questionnaires included in this RFA. Each questionnaire (Appendices A through F) concludes with a question inviting the Applicant to submit a proposed scope of work to address the part of the Contract governing Work within the scope of that questionnaire.

This is Applicant's opportunity to facilitate the Contracting process by supplying language that translates its unique approach to coordination and integration of care into a form that can be the starting point for Contract negotiations. Applicant's proposed Scope of Work should fill in applicable details about how Applicant proposes to accomplish the tasks identified in the Questionnaires.

Applicant is invited and encouraged to use its response the scope of work question to inform the OHA about how it proposes to accomplish the Work, including the flexibilities and local initiatives that are being proposed. Applicants have considerable flexibility to design integrated and coordinated care systems. Applications must identify the goals and performance measures that the CCO will strive to attain. (Applicant's proposed Scope of Work need not include the mandatory provisions described in Section 3.1. Applicant's scope of work responses will be negotiated for inclusion in the Statement of Work in the Contract.)

Four of the questionnaires (Appendices A through D) also include a Framework Scope of Work containing provisions that Applicant may, but is not required to, include in its proposed scope of work. The Framework Scope of Work attached to these four appendices is intended to furnish a starting point but not prescriptive. Applicant may revise or omit provisions of each Framework Scope of Work to the extent they are not aligned with Applicant's approach. Applicants may propose to provide services through a CCO in manner different than the framework scope of Work presented in the framework scope of work, but Applicants must explain how their integrated and coordinated care systems achieve the provisions of benefits packages, Provider panels and Delivery Service Network consistent with Triple Aim objectives, incorporate community engagement, demonstrate accountability, and eliminate health care disparities.

SECTION 4 – RFA PROCESS

4.1. Communications

4.1.1. Sole Point of Contact (SPC)

All communications with OC&P concerning this RFA must be directed only to the SPC named below:

Tammy L. Hurst, Contract Specialist
Office of Contracts and Procurement (OC&P)
250 Winter Street NE, 3rd Floor
Salem, Oregon 97301
Telephone: 503-947-5298
Fax: 503-373-7365
Email: tammy.hurst@state.or.us
TTY: 503-378-3523

Any unauthorized contact regarding this RFA with other State employees or officials may result in Application rejection.

4.1.2. Official and Binding Communications

An electronic web portal established for the administration of this RFA (web address) will be used to distribute all information regarding this RFA that applies to all Applicants. Any additional information received in writing from the SPC is also considered official. Any oral communications will be considered unofficial and non-binding. Any communications, written or oral, that precede the official posting of this RFA on the web portal established for administering this RFA (including communications in relation to any public comment draft) are not official and binding unless reflected in this RFA or an addendum thereto. Any communications in connection with CCO administrative rule process are not binding on this RFA unless reflected in administrative rule language filed with the Secretary of State.

4.2. Timeline for RFA and Application Submission

On due dates, the item is due at 3:00 P.M. local Pacific Time. All Application documents are to be submitted electronically to OHA's web portal located at: <http://cco.health.oregon.gov>. All other communications are to be submitted only to the SPC.

4.2.1. Initial Application Schedule

The following schedule governs the initial round of CCO Applications, for the earliest available effective date:

Event	1 st Application Date
Request for Applications Posted	March 19, 2012
RFA Questions Due	March 26, 2012
RFA Answers Returned	April 2, 2012
Notice of Intent to Apply Due to CMS* and Letter of Intent Due to OHA	April 2, 2012
RFA Protests Due	April 4, 2012
New Part D Formulary to CMS*	April 30, 2012
Technical Application Due	April 30, 2012
Financial Application Due	May 14, 2012
Dual Eligibles MTM Program to CMS*	May 7, 2012
Award of Certification and Contract	May 28, 2012
Previous Part D Formulary to CMS*	May 14, 2012
Medicaid Contract Signed	June 29, 2012
Dual Eligibles Benefit Package to CMS*	June 4, 2012
OHA sends Medicaid Contract to CMS	July 3, 2012
Medicaid Contract Effective	August 1, 2012
Certification for Dual Eligibles*	July 31, 2012
Three-Way Contract Signed*	Sept. 20, 2012
Dual Eligible Benefits Effective*	January 1, 2013

*Required for participation in CMS Financial Alignment Demonstration for Integrating Care for Individuals who are Dually Eligible. See Appendix E in the RFA for more information.

Dates not in bold face are estimated and are subject to change.

4.2.2. Subsequent Application Schedule

In light of the developmental nature of the CCO system, OHA will continue to accept applications from organizations after the initial application date. New applicants are encouraged to apply unless or until OHA determines that sufficient CCO capacity has been established in an area or a region or statewide. Applications received after that time will be returned to the Applicant.

For year one of the program, the schedule for subsequent Application Dates is set forth in Attachment 3, CCO Application Dates. Application Dates for subsequent years will be announced by addendum to this RFA.

4.2.3. CCO Letter of Intent to Apply

Organizations interested in becoming CCOs must complete a CCO Letter of Intent to Apply. The due date for the CCO Letter of Intent to Apply is in Section 4.2.1. It must be submitted electronically in text-readable pdf form to OHA's web portal.

A CCO Letter of Intent to Apply must be submitted for any Contract effective date during year one of the CCO program (see Attachment 3). If the Applicant's CCO Letter of Intent to Apply is submitted after the initial date set forth in Section 4.2.1, then unless OHA waives the Notice of Intent due date for Applicant, the earliest effective date of the Contract will be a future date to be announced by addendum.

The CCO Letter of Intent to Apply must contain:

- 4.2.3.a.** A statement that the document is a CCO Letter of Intent to Apply under Section 4.2.3 of RFA # 3402.
- 4.2.3.b.** The true legal entity name of the Applicant. (Applicant need not have formed the legal entity at the time of the Letter of Intent to Apply.)
- 4.2.3.c.** A brief narrative summary of Applicant's strategy for achieving the goals of Health Systems Transformation.
- 4.2.3.d.** Reference to any existing MCO contract or contracts of Applicant or an Affiliate of Applicant, and a statement whether Applicant expects that contract or contracts to be terminated immediately before the effective date of Applicants's CCO contract.
- 4.2.3.e.** Reference to any existing or expected Licensed Health Plan certificate of authority of Applicant, an Affiliate of Applicant, or an intended subcontractor of Applicant.
- 4.2.3.f.** Reference to any existing MA contract of Applicant, an Affiliate of Applicant, or a subcontractor of Applicant.
- 4.2.3.g.** The dates on which Applicant expects to submit its Technical and Financial Applications. (See Attachment 3 for dates available under this RFA. Later application dates may become available in the future by an addendum to this RFA.)

- 4.2.3.h.** The date on which the Applicant desires to have its Medicaid contract be effective. (The dates available under this RFA are set forth in Attachment 3. A letter of intent may indicate a later date, which may become available in the future by an addendum to this RFA.)
- 4.2.3.i.** The date on which the Applicant desires to have its Medicare demonstration (“three-way contract”) contract be effective. (The only date available under this RFA is January 1, 2013. A letter of intent may indicate a later date, which may become available in the future by an addendum to this RFA.)
- 4.2.3.j.** Applicant’s desired service area/region by county or zip code.
- 4.2.3.k.** Applicant’s desired member capacity, including the capacity for dual eligibles. If Applicant desires to have no limit on capacity, so state.
- 4.2.3.l.** An acknowledgement that the CCO Letter of Intent to Apply is binding, to the limited extent described in Section 4.2.3 of the RFA.

A representative authorized to bind the Applicant must sign the CCO Letter of Intent to Apply electronically. Failure of the authorized representative to sign the CCO Letter of Intent to Apply may subject it to rejection by OC& P.

The CCO Letter of Intent to Apply is binding, to the limited extent described in this paragraph. OHA will consider a CCO Letter of Intent to Apply to remain in effect and may rely on it until Applicant changes or withdraws it. Applicant must submit to the OHA SPC (not to the web portal) any changes or withdrawal of its CCO Letter of Intent to Apply, signed electronically by a representative authorized to bind the Applicant. Except as its CCO Letter of Intent to Apply is changed or withdrawn, Applicant must submit Technical and Financial Applications on the dates set forth in its CCO Letter of Intent to Apply. If Applicant alters its intent to submit Technical and Financial Applications on the dates set forth in its CCO Letter of Intent to Apply, Applicant must submit a change to or withdrawal of its CCO Letter of Intent to Apply.

OHA intends to post on its web site copies of all CCO Letters of Intent to Apply received.

4.2.4. Medicare Notice of Intent to Apply

In addition to the CCO Letter of Intent to Apply submitted to OHA, Applicant must submit a Medicare Notice of Intent to Apply to CMS using the CMS forms and by the date required by CMS. For year one of the CCO program, the Medicare Notice of Intent to Apply is due on the date set forth in Section 4.2.1. Applicant must provide a copy of its Medicare Notice of Intent to Apply to OHA at the same time it submits the OHA letter of intent to apply.

4.3. Closing Dates; Methods for Electronic Submittal of Applications

- 4.3.1.** For the initial Application schedule, the Technical and Financial Applications must be submitted to OHA’s web portal by the dates specified in Section 4.2.1, Initial Application Schedule, as elected by Applicant in its CCO Letter of Intent to Apply. For subsequent Application dates, the Technical and Financial Applications must be submitted to OHA’s web portal by the dates specified in Section 4.2.2, Subsequent Application Schedule, as elected by Applicant in its CCO Letter of Intent to Apply. Applications received in OHA’s web portal after the closing date and time are late and may be rejected in OHA’s sole discretion.

- 4.3.2.** The Technical and Financial Applications must be submitted electronically to OHA's web portal. The address of the portal and instructions for its use will be published by addendum to this RFA. The due dates in 4.2.1 and 4.2.2 apply to web portal submission. The web portal will post terms and conditions for its use, which Applicant must accept by its signature on its Application Cover Sheet, Attachment 1.
- 4.3.3.** OC&P will provide all Applicants with an email acknowledgment of receipt of delivery of the Application.

4.4. Pre-Application Questions Relating to This RFA

Questions about this RFA document, including specifications, Contract terms and conditions, or the Application process must be submitted and received by the SPC by the date and time specified in Section 4.2. Questions may be submitted by fax or e-mail. Notification of any substantive clarifications provided in response to any question will be provided and published on the Web Portal.

For complete RFA documentation, please go to OHA's web portal. OC&P will not automatically mail copies of any addenda or answers but will publish Addenda and Questions and Answers on OHA's web portal. Addenda may be downloaded from the OHA web portal. Applicants are responsible to frequently check the OHA web portal until date of RFA Closing.

4.5. Public Opening

In accordance with OAR 137-047-0450, the SPC will post on the OHA web portal a public opening after each Application deadline. Only the name of the Applicant will be revealed at the opening; no other information will be made available at that time. Applications received will not be available for inspection until after the evaluation process has been completed and the notice of intent to award is issued pursuant to OAR 137-047-0630.

SECTION 5 – APPLICATION REQUIREMENTS

All Applications shall include the items listed in this Section. Applications must address all Application and submission requirements set forth in this RFA, and must describe how the services will be provided. Applications that merely offer to provide services as stated in this RFA will be considered non-responsive to this RFA and will not be considered further.

OHA will evaluate the overall quality of content and responsiveness of Applications to the purpose and specifications of this RFA.

5.1. General Application Requirements

- 5.1.1.** Electronic submissions must be in Word, Excel, Powerpoint, or Portable Document Format. Where possible, pdfs should be text-readable rather than scanned.
- 5.1.2.** The Applicant is responsible for assuring that all electronic submissions are complete, have all desired headers and footers, and are paginated.
- 5.1.3.** The Applicant is responsible for assuring that all electronic submissions contain no personal health information and are free of viruses and all other electronic security risks. An Applicant violating the preceding sentence is subject to civil penalties, damages, and criminal prosecution.

5.2. Technical Application

The Technical Application shall include the following items in the order listed below. Page limits are noted, when relevant. Unless otherwise specified, no particular form is required.

5.2.1. Application Cover Sheet

Complete all sections of the Application Cover Sheet (Attachment 1). A representative authorized to bind the Applicant must sign the Application Cover Sheet electronically. Failure of the authorized representative to sign the Application Cover Sheet may subject the Application to rejection by OC&P.

5.2.2. Letters of Support from Key Community Stakeholders: Provide letters of support from community partners and stakeholders, including but not limited to community mental health, public health, and other publicly funded programs.

5.2.3. Questionnaires: Furnish responses to the questionnaires in the following six appendices to this RFA:

APPENDIX A – CCO Criteria Questionnaire
APPENDIX B – Provider Participation and Operations Questionnaire
APPENDIX C – Accountability Questionnaire
APPENDIX D – Financial Reporting and Solvency Questionnaire
APPENDIX E – Dual Eligibles Questionnaire

5.3. Financial Application

Applicant may submit a Financial Application only if its Technical Application has been submitted.

The Financial Application comprises responses to the questionnaires in the following two appendices to this RFA:

APPENDIX F – Global Budget Questionnaire

5.4. Public Presentation by Applicant

Applicant will be required to provide a public presentation at a forum to be determined about the Technical Application that has been submitted to the OHA.

SECTION 6 – APPLICATION EVALUATION

Applications must be complete at the time of submission.

OC&P will verify the Applications received meet the Minimum Qualifications identified in Section 2 and General Application Requirements in Section 5.1. Those Applications meeting these requirements will then be evaluated by a Review Panel selected by OHA.

Award, if one is made, will be made to all responsive, responsible Applicants who meet the certification standards for CCOs, subject to Section 6.7.

6.1. Pass/Fail Items

The items listed below will be scored on a pass/fail basis.

6.1.1. Does the Applicant meet the requirements of Section 2 Minimum Qualifications?

6.1.2. Does the Application comply with all Section 5 Application Requirements?

6.2. Technical Application Evaluation

Evaluation of Applicant's Technical Application will include, but not be limited to, the Applicant's demonstrated experience and capacity for:

6.2.1. Developing and implementing alternative payment methodologies that are based on health care quality and improved health outcomes.

6.2.2. Coordinating the delivery of physical health care, mental health and chemical dependency services, oral health care and covered long-term care services.

6.2.3. Engaging community members and health care providers in improving the health of the community and addressing regional, cultural, socioeconomic and racial disparities in health care that exist among the coordinated care organization's members and in the coordinated care organization's community.

6.2.4. Performing all the Work described in this RFA.

6.2.5. Progressing from the baseline requirements for CCOs to the full requirements expected at maturity.

6.2.6. Satisfying all requirements for serving dual eligibles.

6.3. Financial Application Evaluation

Evaluation of Applicant's Financial Application will include, but not be limited to, the following questions: Does Applicant's Financial Application contain all required items and cost elements? Can the cost for each activity category in the Scope of Work be easily determined? Is it cost effective and within the expected scope of the project budget? Will it meet CMS and OHA actuarial requirements? Did Applicant sufficiently address all elements of financial solvency? Did the Applicant demonstrate the ability for sound fiscal policy either based on successful completion of similar projects, successful audits, or a copy of a recent business plan?

Evaluation of Applicant's Financial Application will include, but not be limited to, the Applicant's demonstrated experience and capacity for:

6.3.1. Managing financial risk and establishing financial reserves.

6.3.2. Meeting the following minimum financial requirements:

6.3.1.a. Maintaining restricted reserves of \$250,000 plus an amount equal to 50 percent of the coordinated care organization's total actual or projected liabilities above \$250,000.

6.3.1.b. Maintaining a net worth in an amount equal to at least five percent of the average combined revenue in the prior two quarters of the participating health care entities.

6.3.3. Operating within a fixed global budget.

6.4. Revised Application

The “Revised Application” permits OC&P to request a “Revised Application” from one or more Applicants if additional information is required to make a final decision. Applicant may be contacted asking that they submit their “Revised Application,” which must include any and all discussed and negotiated changes. OC&P reserves the right to request a “Revised Application” for this RFA based on any factor.

6.5. Responsible

Prior to award, OC&P intends to evaluate whether the Applicant meets the applicable standards of responsibility identified in OAR 410-141-3010. In doing so, OC&P may request information in addition to that already required in the RFA when OC&P, in its sole discretion, considers it necessary or advisable.

OC&P reserves the right, pursuant to OAR 410-141-3010, to investigate and evaluate, at any time prior to award and execution of the Contract, the Applicant’s responsibility to perform the Scope of Work. Submission of a signed Application shall constitute approval for OC&P to obtain any information OC&P deems necessary to conduct the evaluation. OC&P shall notify the Applicant in writing of any other documentation required, which may include but is not limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; and facility and personnel information. Failure to promptly provide this information shall result in Application rejection.

OC&P may postpone the award of the Contract after announcement of the apparent successful Applicant in order to complete its investigation and evaluation. Failure of the apparent successful Applicant to demonstrate Responsibility, as required under OAR 410-141-3010, shall render the Applicant non-responsible.

6.6. Certification and Contract Award

6.6.1. Certification as a CCO will be made for the responsive, responsible Applicants who meet the certification standards. OHA may enter into negotiations with Applicant before or after certification. OHA may choose to not certify an Applicant or may determine that the Applicant may potentially be certified in the future if specified conditions are met. If an Application is rejected, Applicant will be promptly notified. At any time after initial certification, OHA may deny, revoke, debar, or revise Applicant’s certification as a CCO, based on updated information.

6.6.2. OHA may award a Contract to any Applicant that has been certified as a CCO. OHA is not required to award a Contract with the same scope that Applicant has applied for. OHA may enter into negotiations with Applicant before or after award. OHA may choose to not award a Contract.

6.6.3. Certification for Dual Eligibles will be made for the responsive, responsible Applicants who have been certified as a CCO and meet the certification standards for serving dual eligibles. OHA and CMS may enter into negotiations with Applicant before or after certification for Dual Eligibles. OHA and CMS may choose to not certify an Applicant for Dual Eligibles or may determine that the Applicant may potentially be certified for Dual Eligibles in the future if specified conditions are met. If an Application is rejected, Applicant will be promptly notified.

At any time after initial certification, OHA or CMS may deny, revoke, debar, or revise Applicant's certification for Dual Eligibles, based on updated information.

- 6.6.4. OHA and CMS may award a three-way contract to any Applicant or CCO that has been certified for Dual Eligibles. OHA and CMS are not required to award a three-way contract with the same scope that Applicant has applied for. OHA and CMS may enter into negotiations with Applicant before or after award. OHA and CMS may choose to not award a three-way contract.
- 6.6.5. If an Application for certification, for a Contract, for certification for Dual Eligibles, or for a three-way contract is rejected, Applicant will be promptly notified.
- 6.6.6. OHA intends to exempt from state antitrust laws, and to provide immunity from federal antitrust laws through the state action doctrine, Applicants, CCOs, and persons forming CCOs that might otherwise be constrained by such laws. OHA's evaluation of an Application is intended to evidence appropriate state supervision necessary to promote state action immunity under state and federal antitrust laws. OHA's certification of a CCO is intended to evidence appropriate state supervision necessary to promote state action immunity under state and federal antitrust laws.
- 6.6.7. OHA does not authorize Applicants, CCOs, persons forming a CCO, or other persons to engage in activities or to conspire to engage in activities that would constitute per se violations of state or federal antitrust laws including, but not limited to, agreements among competing health care providers as to the prices of specific health services. OHA will not be liable in the event that state, federal, or private antitrust enforcement, injunctive, or damages action is initiated against Applicant, a CCO, or persons forming a CCO.

6.7. Disposition of Applications

- 6.7.1. **Mandatory Rejection:** OC&P will reject an Applicant's Application if the Applicant attempts to influence a member of the Application Review Panel regarding the Application review and evaluation process.
- 6.7.2. **Discretionary Rejection:** OC&P may reject an Application for any of the following additional reasons:
 - 6.7.2.a. The Applicant fails to substantially comply with all prescribed solicitation procedures and requirements, including but not limited to the requirement that Applicant's authorized representative sign the Application in ink; or
 - 6.7.2.b. The Applicant makes any unauthorized contact regarding this RFA with State employees or officials other than the SPC.
- 6.7.3. **Potential Certification:** OHA may determine that an Applicant is potentially capable of being certified as a CCO at a later date than the date applied for. In that event, OHA may establish conditions that the Applicant must meet in order to be certified as a CCO. OHA and CMS may determine that an Applicant is potentially capable of being certified for Dual Eligibles at a later date than the date applied for. In that event, OHA and CMS may establish conditions that the Applicant must meet in order to be certified for Dual Eligibles.
- 6.7.4. **MCO Applicants:** If the Applicant is an MCO or is sponsored by one or more MCOs, then:
 - 6.7.4.a. OHA will normally terminate the MCO contracts immediately before the effective date of the CCO contract.

- 6.7.4.b.** If the Applicant has been rejected or determined to be potentially qualified, OHA will normally renew the MCO contracts pending reapplication or satisfaction of conditions to become certified as a CCO.
- 6.7.5. Reapplication:** Subject to 6.7.6, an Applicant that has been rejected may reapply at a later date. Before submitting its reapplication, the Applicant must submit a revised CCO Letter of Intent to Apply.
- 6.7.6. Debarment:** OHA may reject an Application and determine that the Applicant is debarred from future application. Grounds for debarment include, but are not limited to, grounds set forth in ORS 279B.130 or exclusion from the federal Medicare or Medicaid programs. CMS may reject an Application for certification for Dual Eligibles and determine that the Applicant is debarred from future application. Grounds for debarment include, but are not limited to, exclusion from the federal Medicare or Medicaid programs.
- 6.7.7. Administrative Review:** An Applicant may seek administrative review under OAR 410-141-3010 of OHA's decision to potentially certify Applicant as a CCO or for Dual Eligibles; to deny, revoke, or revise Applicant's certification as a CCO or for Dual Eligibles; or to debar the Applicant. Administrative review is the process described in OAR 410-120-1580 applicable to provider applicants.

SECTION 7 – GENERAL INFORMATION

7.1. Changes/Modification and Clarifications

When appropriate, OC&P will issue revisions, substitutions, or clarifications as addenda to this RFA. Changes and modifications to the RFA shall be recognized *only* if in the form of written addenda issued by OC&P and posted on the OHA web portal at: <http://cco.health.oregon.gov>

7.2. Reservation of OC&P Rights

OC&P reserves all rights regarding this RFA, including, without limitation, the right to:

- Amend or cancel this RFA without liability if it is in the best interest of the State to do so;
- Reject any and all Applications received by reason of this RFA upon finding that it is in the best interest of the State to do so;
- Waive any minor informality;
- Seek clarification of each Application;
- Negotiate the statement of work within the scope of work described in this RFA and to negotiate the rate;
- Amend or extend the term of any Contract that is issued as a result of this RFA;
- Engage Applicant by selection or procurement for different or additional services independent of this RFA process and any contracts/agreements entered into pursuant hereto;
- Enter into direct negotiations to execute a Contract with a responsive Applicant, in the event that the Applicant is the sole Applicant to this RFA, and OC&P determines that the Applicant satisfies the minimum RFA requirements;
- Reject any Application upon finding that to accept the Application may impair the integrity of the procurement process or that rejecting the Application is in the best interest of the State;
- Not award a Contract to an Applicant that has been certified, or award a Contract more limited than what the Application sought.

- Not award a three-way contract to an Applicant that has been certified for Dual Eligibles, or award a three-way contract more limited than what the Application sought.
- Revoke or limit a certification based on an Applicant not achieving certification for Dual Eligibles.
- Revoke or limit a Contract based on a CCO not achieving the three-way contract.

7.3. Protest of RFA

Subject to OAR 410-141-3010 and OAR 137-047-0730, any prospective Applicant may submit a written protest of the procurement process or this RFA no later than the date identified in Section 4.2.1. Any written protest to the procurement process or this RFA shall be delivered to the SPC identified in Section 4.1 and shall contain the following information:

- 7.3.1.** Sufficient information to identify the solicitation that is the subject of the protest;
- 7.3.2.** The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
- 7.3.3.** Evidence or supporting documentation that supports the grounds on which the protest is based;
- 7.3.4.** The relief sought; and
- 7.3.5.** A statement of the desired changes to the procurement process or the RFA that the will remedy the conditions upon which the prospective Applicant based its protest.

7.4. Award Notices

The apparent successful Applicants for award of Contracts shall be notified in writing and OC&P will set the time lines for Contract negotiation as applicable. The apparent successful Applicants for award of three-way contracts shall be notified in writing and OC&P will set the time lines for three-way contract negotiation as applicable.

7.5. Protest of Awards

Every Applicant shall be notified of its selection status. An Applicant shall have 7 calendar days after the date of the notice of intent to award a Contract to submit a written protest to the SPC identified in Section 4.1. An Applicant shall also have 7 calendar days after the date of the notice of intent to award a three-way contract to submit a written protest to the SPC identified in Section 4.1. Award protests must meet the requirements of ORS 279B.410 to be considered. OC&P will not consider any protests that are received after this deadline.

7.6. Modification or Withdrawal

- 7.6.1.** Modifications: An Applicant may modify its Application in writing prior to the closing. An Applicant must prepare and submit any modification to its Application to OC&P in accordance with Paragraph 4.3, above. Any modification must include the Applicant's statement that the modification amends and supersedes the prior Application. The Applicant must mark the submitted modification "Application Modification RFA # 3402," and be addressed to the attention of the SPC.

7.6.2. Withdrawals: An Applicant may withdraw its Application by written notice submitted signed by an authorized representative of the Applicant, delivered to the SPC in person or in the same manner as set forth in Paragraph 4.3, above. The Applicant must mark the written request to withdraw “Application Withdrawal to RFA # 3402.”

7.7. Release of Information

No information shall be given to any Applicant (or any other individual) relative to their standing during the RFA process. The information in the Application may be shared with the Authority, the Department of Consumer and Business Services, CMS, and those persons involved in the review and evaluation of the Application information at the request of the Authority.

7.8. Public Information

7.8.1. A CCO Letter of Intent to Apply, and any change or withdrawal thereto, is a public record subject to disclosure without exemption.

7.8.2. After the notice of intent to award, the procurement file is subject to public disclosure in accordance with OAR 137-047-0630, and the Oregon Public Records Law (ORS 192.410–192.505). If any part of an Application or protest is considered a trade secret as defined in Oregon Revised Statutes 192.501(2) or otherwise exempt from disclosure under Oregon Public Records Law, the Applicant shall, at the time of submission: (1) clearly designate that portion as confidential in Part I of Attachment 2 (Applicant’s Designation of Confidential Materials); and (2) explain the justification for exemption under the Oregon Public Records Law in Part II of Attachment 2, in order to obtain protection, if any, from disclosure. Application of the Oregon Public Records Law shall determine if the confidential information claimed to be exempt is in fact exempt from disclosure.

7.8.3. Any person may request copies of public information. However, copies of Applications will not be provided until the evaluation process has been closed and the notice of intent to award has been issued. Requests for copies of public information shall be in writing. Requestors will be charged according to the current policies and rates for public records requests in effect at the time OC&P receives the written request for public information. Fees, if applicable, must be received by OC&P before the records are delivered to the requestor.

7.8.4. Application information submitted to CMS may be subject to federal Freedom of Information Act (FOIA). OHA will provide CMS a copy of Applicant’s Designation of Confidential Materials but cannot control disclosure of information under FOIA.

7.9. Cost of Applications

All costs incurred in preparing and submitting an Application in response to this RFA will be the responsibility of the Applicant and will not be reimbursed by OHA.

7.10. Statutorily Required Preferences

No preferences apply to this RFA.

7.11. Contract Period

Initial term of the Contract and the three-way contract shall be for the period stated in Section 1.1. If OHA determines that the work performed has been satisfactory, OHA may, at its option, renew, amend

or extend the Contract and three-way contract for additional time and for additional dollars without further solicitation for a total term of certification and certification for Dual Eligibles of up to six years. Modifications or extensions shall be by written amendment duly executed by the parties to the original Contract; see Core Contract, Appendix G.

7.12. Contractual Obligation

All Applicants who submit an Application in response to this RFA understand and agree that OHA is not obligated thereby to enter into a Contract with any Applicant and, further, has absolutely no financial obligation to any Applicant.

7.13. Contract Documents

The final Contract will be based on the Core Contract, which is attached as Appendix G to this RFA, and will include all exhibits and attachments identified in the Contract. The terms and conditions included in Appendix G, "Core Contract," are not subject to negotiation, but may be changed through submission of a question or protest before the deadline identified in Section 4.2.1. The contract Statement of Work is negotiable, based on terms and conditions included in this RFA, Applicant's proposed Statement of Work submitted with its Application, and Applicant's response to the Questionnaires.

7.14. Insurance Requirements

The apparently successful Applicant will be required to secure insurance as described in the Appendix G "Core Contract", Exhibit F "Insurance Requirements" prior to execution of the Contract.

7.15. Code of Conduct

The Provisions of this Code of Conduct do not alter any stricter or different guidelines or prohibitions of OHA or the laws of the State of Oregon.

7.15.1. Prohibited Practices. Except as disclosed in writing to and accepted or authorized in writing by OHA, or as otherwise expressly permitted or required by the Contract, Applicant shall not, and shall assure that its Affiliates shall not, in any way:

7.15.1.a. Be party to or benefit from any agreement or understanding relating to the receipt or payment of, or receive, any Contingent Commission relating to this RFA.

7.15.1.b. Arrange for, be party to, or otherwise cause any Noncompetitive Response on a Procurement by or on behalf of OHA.

7.15.1.c. Take unfair advantage of OHA or the Members through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair practice.

7.15.1.d. Mislead OHA or the Members through deceptive acts or practices, false advertising claims, misrepresentations regarding the benefit plan of Applicant, or other unfair methods of competition.

7.15.1.e. Engage in any conduct, conspiracy, contract, agreement, arrangement or combination, or adopt or follow any practice, plan, program, scheme, artifice or

device similar to, or having a purpose and effect similar to, the conduct prohibited above.

7.15.2. Disclosure and Transparency. Applicant shall fully, clearly, completely, and adequately disclose to OHA the services it provides and all forms of income, compensation, or other remuneration it receives or pays or expects to receive or pay under or otherwise in connection with the Contract. The manner in which Applicant gets paid will be transparent and understandable to OHA.

7.15.3. Conflicts of Interest. Applications have been and renewals will be submitted so as to allow OHA using its best impartial judgment in a Procurement. Applicant and Affiliates will perform their duties using their best impartial judgment in all matters affecting OHA. A conflict of interest occurs when Applicant or its Affiliate has a personal interest or is involved in an activity that could interfere with OHA's ability to evaluate a Procurement, or Applicant's ability to perform its Work, in an objective, impartial and effective manner. An apparent conflict of interest occurs when personal interests or activities could lead others to doubt the objectivity or impartiality of OHA or of Applicant or its Affiliates. To maintain independence of judgment and action, Applicant and Affiliates shall avoid conflict of interest or an appearance of conflict that might arise because of economic or personal self-interest, except as disclosed in writing to and consented in writing by OHA. The Applicant's disclosure to OHA may include suggestions for mitigating or managing a conflict of interest, such as communications barriers with conflicted individuals. While it is impossible to list all situations that could constitute a conflict of interest, the following are some common examples:

7.15.3.a. Using property or non-public information of OHA or Members, or an Affiliate's position with or relationship with Applicant, for personal gain of the Applicant or Affiliate (other than compensation to Applicant expressly provided in the Contract).

7.15.3.b. Having an ownership or economic interest in a company that does business with Applicant or an Affiliate, where the owner or interested person is in a position to influence Applicant's or OHA's relationship with the company.

7.15.3.c. Having the representative of a Proposer, Applicant or Vendor to the State of Oregon be a family member of an employee of the State of Oregon who has authority over the Applicant or RFA.

7.15.3.d. Applicant or its Affiliates employing, for work connected with this RFA, a former employee of the State of Oregon who assisted in preparing the RFA.

7.15.4. Use of Funds or Assets. To the extent it uses funds and assets of the State of Oregon under the Contract, Applicant shall not, directly or indirectly:

- Use funds or assets for any purpose which would be in violation of any applicable law or regulation.
- Make contributions to any political candidate, party, or campaign either within or without the United States.
- Establish or maintain a fund, asset, or account that is not recorded and reflected accurately on the books and records of Applicant or the State of Oregon.
- Make false or misleading entries in the books and records of Applicant or the State of Oregon, or omit to make entries required for these books and records to be accurate and complete.

- Effect a transaction or make a payment with the intention or understanding that the transaction or payment is other than as described in the documentation evidencing the transaction or supporting the payment.

7.15.5. Marketing Practices. Except as authorized in writing by OHA, Applicant shall assure that all relationships with its Affiliates and business partners relating to the State of Oregon are conducted at arms-length using criteria approved by OHA and are based on fairness and the best interests of OHA and its Members.

In any dealings with a supplier, customer, government official, or other person or entity, Applicant or its Affiliate shall not request, accept, or offer to give any payments, gifts, trips, kickbacks, or other significant things of value, the purpose or result of which could be to influence the Services received by OHA and its Members or that may be construed as swaying OHA's RFA decisions based on other than the merits of and the evaluation criteria in the RFA. For this purpose, a "significant thing of value" will mean a thing that a person could not lawfully receive or be given as an employee of OHA.

In any dealings with a supplier, customer, government official, or other person or entity for or on behalf of OHA and its Members or in connection with a Procurement, Applicant and its Affiliates shall not exchange business gifts, meals, entertainment, or other business courtesies that are intended to interfere, or are in a magnitude that may have the effect of interfering, with the recipient's duty to act in the best interests of OHA and its Members or to interfere with the recipient's business judgment.

ATTACHMENT 1 – Application Cover Sheet

Applicant Information - RFA # 3402

Applicant Name: _____

Form of organization (business corporation, etc.) _____

State of domicile: _____

Primary Contact Person: _____ Title: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Name and title of the person(s) authorized to represent the Applicant in any negotiations and sign any Contract that may result:

Name: _____ Title: _____

By signing this page and submitting an Application, the Authorized Representative certifies that the following statements are true:

1. No attempt has been made or will be made by the Applicant to induce any other person or organization to submit or not submit an Application.
2. Applicant does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has Applicant or will Applicant discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
3. Information and costs included in this Application shall remain valid for 180 days after the Application due date or until a Contract is approved, whichever comes first.
4. The statements contained in this Application are true and, so far as is relevant to the Application, complete. Applicant accepts as a condition of the Contract, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations.
5. The undersigned recognizes that this is a public document and will become open to public inspection, except as described in Section 7.8.
6. Applicant confirms that it has followed the instructions provided and has identified any deviations from specifications within its response. Applicant confirms that any instructions or specifications that it felt were unclear have been questioned in advance of this Application.
7. Applicant acknowledges receipt of all addenda issued under this RFA.
8. If Applicant is awarded a Contract as a result of this RFA, the Applicant will be required to complete, and will be bound by, a Contract described in this RFA. Applicant agrees to the RFA sample contract terms and conditions in Appendix G, except to the extent Applicant has timely requested a change or clarification or filed a protest in accordance with the RFA.
9. Applicant, if awarded a Contract, agrees to meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services as stated in the scope of work.
10. Applicant and its Affiliates complied with the Code of Conduct in Section 7.15 of the RFA in connection with the RFA.
11. Applicant agrees to the terms and conditions for OHA’s web portal, as posted on the web portal.

Signature: _____ Title: _____ Date: _____

(Authorized to Bind Applicant)

ATTACHMENT 2 – Applicant’s Designation of Confidential Materials
RFA # 3402

Applicant Name: _____

Instructions for completing this form:

As a public entity, OC&P is subject to the Oregon Public Records Law which confers a right for any person to inspect any public records of a public body in Oregon, subject to certain exemptions and limitations. *See* ORS 192.410 through 192.505. Exemptions are generally narrowly construed in favor of disclosure in furtherance of a policy of open government. Your Application will be a public record that is subject to disclosure except for material that qualifies as a public records exemption.

It is OC&P’s responsibility to redact from disclosure only material exempt from the Oregon Public Records Law. It is the Applicant’s responsibility to only mark material that legitimately qualifies under an exemption from disclosure. To designate a portion of an Application as exempt from disclosure under the Oregon Public Records Law, the Applicant should do the following steps:

1. Clearly identify in the body of the Application only the limited material that is a trade secret or would otherwise be exempt under public records law. If an Application fails to identify portions of the Application as exempt, Applicant is deemed to waive any future claim of non-disclosure of that information.
2. List, in the space provided below, the portions of your Application that you have marked in step 1 as exempt under public records law and the public records law exemption (e.g., a trade secret) you believe applies to each portion. If an Application fails to list in this Attachment a portion of the Application as exempt, Applicant is deemed to waive any future claim of non-disclosure of that information.
3. Provide, in your response to this Attachment, justification how each portion designated as exempt meets the exemption criteria under the Oregon Public Records Law. If you are asserting trade secret over any material, please indicate how such material meets all the criteria of a trade secret listed below. Please do not use broad statements of conclusion not supported by evidence.

Application of the Oregon Public Records Law shall determine whether any information is actually exempt from disclosure. Prospective Applicants are advised to consult with legal counsel regarding disclosure issues. Applicant may wish to limit the amount of truly trade secret information submitted, providing only what is necessary to submit a complete and competitive Application.

In order for records to be exempt from disclosure as a trade secret, the records must meet all four of the following requirements:

- The information must not be patented;
- It must be known only to certain individuals within an organization and used in a business the organization conducts;
- It must be information that has actual or potential commercial value; and,
- It must give its users an opportunity to obtain a business advantage over competitors who do not know or use it.

Keep in mind that the trade secret exemption is very limited. Not all material that you might prefer be kept from review by a competitor qualifies as your trade secret material. OC&P is required to release information in

the Application *unless* it meets the requirements of a trade secret or other exemption from disclosure and it is the Applicant’s responsibility to provide the basis for which exemption should apply.

In support of the principle of an open competitive process, “bottom-line pricing” – that is, pricing used for objective cost evaluation for award of the RFA or the total cost of the Contract or deliverables under the Contract – will not be considered as exempt material under a public records request. Examples of material that would also not likely be considered a trade secret would include résumés, audited financial statements of publicly traded companies, material that is publicly knowable such as a screen shot of a software interface or a software report format.

To designate material as confidential and qualified under an exemption from disclosure under Oregon Public Records Law, an Applicant must complete this Attachment form as follows:

Part I: List all portions of your Application, if any, that Applicant is designating as exempt from disclosure under Oregon Public Records Law. For each item in the list, state the exemption in Oregon Public Records Law that you are asserting (e.g., trade secret).

“This data is exempt from disclosure under Oregon Public Records Law pursuant to [*insert specific exemption from ORS 192, such as a “ORS 192.501(2) ‘trade secret’”*], and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 192.410 through 192.505.”

In the space provided below, state Applicant’s list of material exempt from disclosure and include specific pages and section Letters of Support of your Application.

1. _____
2. _____
3. _____

[This list may be expanded as necessary.]

Part II: For each item listed above, provide clear justification how that item meets the exemption criteria under Oregon Public Records Law. If you are asserting trade secret over any material, state how such material meets all the criteria of a trade secret listed above in this Attachment.

In the space provided below, state Applicant’s justification for non-disclosure for each item in the list in Part I of this Attachment:

1. _____
2. _____
3. _____

[This list may be expanded as necessary.]