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**OREGON HEALTH PLAN**  
**HEALTH PLAN SERVICES CONTRACT**  
**COORDINATED CARE ORGANIZATION**

This Health Plan Services Contract, Coordinated Care Organization Contract # (XXXXXX) (“Contract”) is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA”, and

*(True Legal Name of Contractor)*  
*An Oregon (Form of Legal Entity)*  
*(Address)*  
*(City, State, Zip)*

hereinafter referred to as “Contractor.” OHA and Contractor are referred to as the “Parties”.

Work to be performed under this Contract relates principally to the following Divisions of OHA:

Division of Medical Assistance Programs (DMAP)  
500 Summer Street NE, E35  
Salem, Oregon 97301

and

Addictions and Mental Health Division (AMH)  
500 Summer Street NE, E86  
Salem, Oregon 97301

**I. Effective Date and Duration**

- A. This Contract is effective on *(Medicaid effective date elected by Applicant or awarded by OHA)*, after it has been fully executed by the Parties and approved by the Department of Justice and, if required, by CMS. Unless extended or terminated earlier in accordance with its terms, this Contract expires on December 31, 2013.
- B. Contractor shall notify OHA not less than 90 days before the expiration date of its intent to not proceed with a renewal contract.

**II. Contract in its Entirety**

This Contract consists of this document together with the following exhibits and schedules (some of which in turn have attachments), which are attached hereto and incorporated into this Contract by this reference:

- Exhibit A:** Definitions
- Exhibit B:** Statement of Work
- Exhibit C:** Consideration
- Exhibit D:** Standard Terms and Conditions
- Exhibit E:** Required Federal Terms and Conditions
- Exhibit F:** Insurance Requirements
- Exhibit G:** DSN Provider and Hospital Adequacy Report Reporting Requirements
- Exhibit H:** Practitioner Incentive Plan Regulation Guidance
- Exhibit I:** Grievance System

There are no other Contract documents unless specifically referenced and incorporated in this Contract.

### III. Vendor or Sub-Recipient Determination

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, and OHA procedure “Contractual Governance,” OHA determines that:

- Contractor is a sub-recipient; OR  Contractor is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Contract:  
CFDA 93.767 and CFDA 93.778

### IV. Status of Contractor

- A. Contractor is an Oregon **(Form of Legal Entity)**, which is serving as an Coordinated Care Organization (CCO) under this Contract.
- B. Contractor designates:

*(Contractor Contact)*  
*(Contact Address)*  
*(City, State, Zip)*  
 Phone: *(xxx-xxx-xxxx)*  
 Fax: *(xxx-xxx-xxxx)*  
 Email: *(xxxxxxx@xxxxxxxxxx.xxx)*

as the point of contact pursuant to Exhibit D, Section 23 of this Contract. Contractor shall notify OHA in writing of any changes to the designated contact.

### V. Enrollment Limits and Region

- A. Contractor’s service Region is by zip code is: *(Specific Region)*.
- B. *Alternative A:* Contractor’s maximum Enrollment limit is: *(Specific Plan Enrollment Limits)*. The maximum Enrollment limit established in this section is expressly subject to such additional Enrollment as may be authorized in Exhibit B, Part 3, Section 5, of this Contract; however, such additional authorized Enrollment does not create a new maximum Enrollment limit.

*Alternative B:* Contractor has no maximum Enrollment limit.

### VI. Interpretation and Administration of Contract

**A.** OHA has adopted policies, procedures, rules and interpretations to promote orderly and efficient administration of this Contract. Contractor shall abide by all laws and Oregon Administrative Rules (OARs) applicable to Contractor's performance under this Contract, including but not limited to the CCO Administrative Rules.

**B.** In interpreting this Contract, the Parties shall construe its terms and conditions as much as possible to be complementary, giving preference to this Contract (without exhibits, schedules or attachments) over any exhibits schedules or attachments. In the event of any conflict between the terms and conditions of Exhibit C, Attachment 2, and any other exhibit, schedule or attachment, Exhibit C, Attachment 2, controls. In the event of any conflict between the terms and conditions in any other exhibits, schedules or attachments, the document earlier in the Table of Contents controls. In the event that the Parties need to look outside of this Contract for interpreting its terms, the Parties shall consider only the following sources, as in effect at the time of interpretation, in the order of precedence listed:

- 1.** The Oregon State Medicaid Plan and any Grant Award Letters, waivers or other directives or permissions approved by CMS for operation of the Oregon Health Plan.
- 2.** The Federal Medicaid Act, Title XIX of the Social Security Act, the State Children's Health Insurance Program (SCHIP), established by Title XXI of the Social Security Act, and the Patient Protection and Affordable Care Act (PPACA), and their implementing regulations published in the Code of Federal Regulations (CFR), except as waived by CMS for the Oregon Health Plan.
- 3.** The Oregon Revised Statutes (ORS) concerning the OHP.
- 4.** The Oregon Administrative Rules (OAR) promulgated by OHA or by the Department of Human Services (DHS) prior to the effective date of this Contract, to implement the Oregon Health Plan. In the event any DHS rule referenced in this Contract is readopted by OHA, this Contract shall be deemed to refer to the successor OHA rule.
- 5.** Other applicable Oregon statutes and OARs concerning the Medical Assistance Program and health services.

**C.** If Contractor believes that any provision of this Contract or OHA's interpretation thereof is in conflict with federal or State statutes or regulations, Contractor shall notify OHA in writing immediately.

If any provision of this Contract is in conflict with applicable federal Medicaid or SCHIP statutes or regulations that CMS has not waived for the Oregon Health Plan, the Parties shall amend this Contract to conform to the provision of those laws or regulations.

**VII. Contractor Data and Certification**

**A.** Contractor Information. This information is requested pursuant to ORS 305.385.

**Please print or type the following information**

If Contractor is self-insured for any of the Insurance Requirements specified in Exhibit F of this Contract, Contractor may so indicate by: (i) writing "Self-Insured" on the appropriate line(s); and (ii) submitting a certificate of insurance as required in Exhibit F, Section 9.

NAME (exactly as registered with the Oregon Corporation Division, not an assumed business name): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Facsimile Number: ( ) \_\_\_\_\_

E-mail address: \_\_\_\_\_

Proof of Insurance:

Workers Compensation – Insurance Company \_\_\_\_\_

Policy # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Professional Liability Insurance Company \_\_\_\_\_

Policy # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

General Liability Insurance Company \_\_\_\_\_

Policy # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Auto Insurance Company \_\_\_\_\_

Policy # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Business Designation: \_\_\_\_\_ Corporation

The above information must be provided prior to Contract execution. Contractor shall provide proof of Insurance upon request by OHA.

**B.** Certification. By signature on this Contract, the undersigned hereby certifies under penalty of perjury that:

1. The undersigned is authorized to act on behalf of Contractor and that Contractor 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 320.005 to 320.150 and 403.200 to 403.250 and ORS 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620;
2. The information shown in Part VII, Section A, "Contractor Data and Certification" above is Contractor's true, accurate and correct information;

3. Contractor and Contractor’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.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
4. Contractor 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/>;
5. Contractor is not subject to backup withholding because:
  - a. Contractor is exempt from backup withholding;
  - b. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - c. The IRS has notified Contractor that Contractor is no longer subject to backup withholding.
6. Contractor’s Federal Employer Identification Number (FEIN) provided on the CP 385 form is true and accurate. If this information changes, Contractor shall provide OHA with the new FEIN within 10 days.

**VIII. Signatures**

**CONTRACTOR**

By \_\_\_\_\_ Date \_\_\_\_\_  
 Authorized

Title \_\_\_\_\_

**OHA – ADDICTIONS AND MENTAL HEALTH DIVISION**

By \_\_\_\_\_ Date \_\_\_\_\_  
 OHA

**OHA - DIVISION OF MEDICAL ASSISTANCE PROGRAMS**

By \_\_\_\_\_ Date \_\_\_\_\_  
 OHA

**Approved as to Legal Sufficiency:**

By \_\_\_\_\_ Date \_\_\_\_\_  
 Assistant Attorney General

**Reviewed by Office of Contracts & Procurement:**

By \_\_\_\_\_ Date \_\_\_\_\_  
 Tammy L. Hurst, Contract Specialist