



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 12/04/2024

Department: Health & Human Services

Title: PacificSource Health-Related Social Needs Provider Service Agreement (HE-6296-24)

Management Update/Work Session Date: 11/5/2024 Audio/Visual aids

Time Required: 10 minutes Contact: Lyndsie Schwarz Phone: 503-584-4898

Requested Action: Approval

Issue, Description & Background: MCHHS has been approved as a Medicaid provider of HRSN services. These services are now approved for the Medicaid population based on the new 1115 waiver. Our organization has several existing contracts & MOUs with community organizations, which provide a landscape for our housing programs & services to build from. We are seeking to enter into an agreement based on approval of our HRSN capacity building grant application. As the subgrant recipient of PacificSource Community Solutions Health-Related Social Needs (HRSN) Community Capacity Building Funds (CCBF), Marion County Health & Human Services (MCHHS) agrees to be an HRSN Provider of HRSN Services in alignment with affiliated agreement HE-6209-24. *Note: Please see affiliated agreement HE-6209-24 Subgrant Agreement - Community Capacity Building Funds.

Financial Impacts: Health & Human Services anticipates no financial impact to other departments.

Impacts to Department & External Agencies: N/A

List of attachments: HE-6296-24 PacificSource Community Solutions

Presenter: Christina Bertschi

Department Head Signature: Ryan Matthews

REQUEST FOR AUTHORIZATION OF CONTRACT HE-6296-24

Date: September 26, 2024
To: Chief Administrative Officer
Cc: Contract File
From: Lyndsie Schwarz

I. Subject: Retroactive

Marion County Health and Human Services (MCHHS) is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with PacificSource Community Solutions for Health-Related Social Needs Provider Service Agreement with a value of \$0.00 and will be effective retroactive to 7/1/2024 upon approval.

A. BACKGROUND

The PacificSource Community Solutions Health-Related Social Needs (HRSN) Provider Service Agreement will allow Marion County Health & Human Services (MCHHS) to provide select Medicaid HRSN services to eligible Oregon Health Plan (OHP) members and receive reimbursement from PacificSource for these services under the 2022-2027 Medicaid 1115 Demonstration Waiver. Through a competitive funding application process, MCHHS was awarded a Community Capacity Building Funds Subgrant by PacificSource Community Solutions in the amount of \$780,395.00 to support the development of the MCHHS HRSN Program.

B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

After receiving the original HRSN Provider Service Agreement on July 31, 2024, MCHHS met with PacificSource to discuss revisions to the language in the agreement aligning it with the Community Capacity Building Funds Subgrant and submitted the revisions to PacificSource for review, while providing information to the Board of Commissioners at Management Update. Completing these tasks created a delay in submitting and executing the HRSN Provider Service Agreement.

C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

The delay in executing the HRSN Provider Service Agreement was due to the need to address language edits and fulfill internal processes.

---Signatures on following page---

Submitted by:

DocuSigned by:

Lyndsie Schwarz

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Lyndsie Schwarz
Health and Human Services

Reviewed by:

DocuSigned by:

Jan Fritz

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Contracts & Procurement

Acknowledged by:

DocuSigned by:

Ryan Matthews

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Department Head

Acknowledged by:

DocuSigned by:

Jan Fritz

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Jan Fritz, CAO



HEALTH-RELATED SOCIAL NEEDS PROVIDER SERVICE AGREEMENT

This Health-Related Social Needs (“HRSN”) Provider Service Agreement is made and entered into as of this **1st day of July, 2024** (“Effective Date”) by and between **PacificSource Community Solutions**, an Oregon non-profit corporation (“Health Plan”), and Marion County Oregon, (“HRSN Provider”).

WHEREAS, Health Plan is contracted with the State of Oregon, acting by and through the Oregon Health Authority (“OHA”), Health Systems Division (“HSD”), to implement and administer services under the Oregon Health Plan in certain counties in Oregon (such contracts collectively referred to herein as the “CCO Contract.”);

WHEREAS, HRSN Provider is a private or public social service organization, community organization, or other similar individual or entity that provides HRSN Services; and

WHEREAS, the parties mutually desire to enter into this Agreement to provide HRSN Services to HRSN Eligible Health Plan Members; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements, the parties hereby agree as follows:

1.0 DEFINITIONS. Capitalized terms not otherwise defined herein shall have the definition as set forth in the CCO Contract.

1.1 Agreement. “Agreement” means this Health-Related Social Needs Provider Service Provider Agreement, including any and all recitals, amendments, exhibits, attachments, schedules, and addenda, now or hereafter entered into, between HRSN Provider and Health Plan.

1.2 Climate-Related Supports. “Climate-Related Supports” means climate-related devices and services provided to HRSN Members in their own home or non-institutional, non-congregate primary residence and for whom such equipment and support are Clinically Appropriate as a component of health services treatment or prevention. Subject to Ex. B, Part 2, Sec. 15, Para. c of the CCO Contract, HRSN Members are eligible for new climate-related devices only every thirty-six (36) months.

(a) Clinically Appropriate climate-related devices for HRSN Member homes, non-institutional, noncongregate primary residence include:

(i) Air conditioners for individuals at health risk due to significant heat,

(ii) Heaters for individuals at increased health risk due to significant cold,

(iii) Air filtration devices and, as needed, replacement air filters for individuals at health risk due to compromised air quality,

(iv) Mini refrigeration units as needed for individuals for medication storage, and

(v) Portable power supplies (PPSs) for individuals who need access to electricity dependent equipment (e.g., ventilators, dialysis machines, intravenous equipment, chair lifts, mobility devices, communication devices, etc.) or who are at risk of public safety power shutoffs (PSPS) that may compromise their ability to use medically necessary devices.

(b) Climate-Related Support services include, as may be needed by the HRSN Member, the provision and service delivery of the climate-related devices identified above and device maintenance as described in Ex. B, Part 2, Sec. 15 of the CCO Contract. For air conditioners, Climate-Related Support services shall also include installation as needed by the HRSN Member.

1.3 Clinically Appropriate. “Clinically Appropriate” means having at least one HRSN Clinical Risk Factor and at least one HRSN Social Risk Factor, each of which must be applicable to the HRSN Service for which the Member is authorized. For example, to determine if a Member authorized to receive Climate-Related Supports, they must, in addition to belonging to an HRSN Covered Population, have at least one HRSN Climate Device Clinical Risk Factor and one HRSN Climate Device Social Risk Factor. HRSN Services are not Clinically Appropriate if they are solely for the convenience or preference of the Member.

1.4 Closed Loop Referral. “Closed Loop Referral” means the process of exchanging information between and among CCO, FFS Program, OHA, a Member, HRSN Service Providers, and other similar organizations, to make referrals and communicate about the status of referrals for a Member. This definition is scoped to be about the communication of information and not about specific methods like technology. Various methods could be used to meet this requirement such as, but not exclusively, community information exchange (CIE). • For purposes of HRSN, a referral loop is considered closed once the referring organization is notified of the referral status. This is to provide enough clarity around the point at which the loop needs to be closed so CCOs can operationalize the requirement without being too prescriptive. (ii) “Community Information Exchange” and “CIE” each means a software application that is utilized by a network of collaborative partners using 2024 HRSN Guidance Document, V4 - Page 25 technology systems to exchange information for the purpose of connecting individuals to the services and supports they need. CIE functionality must include Closed Loop Referrals, a shared resource directory, and documentation of consent to the use of technology by the Member or other individual being connected to services. • OHA is proposing a phased in approach to technology for Closed Loop Referral requirements. There will always be exceptions for Members and HRSN Service Providers who cannot or do not want to participate in technology to meet Closed Loop Referral requirements like CIE.

1.5 Coordinated Care Organization. “Coordinated Care Organization” (“CCO”) means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Authority under ORS 414.572 to be accountable for care

management and to provide integrated and coordinated health care for each of the organization's members.

- 1.6 Health Benefit Plan.** "Health Benefit Plan" means the Benefit Package, as that term is defined in OAR 410-120-0000(34), of Covered Services under the Oregon Health Plan for which the Member is eligible.
- 1.7 Health Plan Provider Manual.** "Health Plan Provider Manual" means a document developed and maintained by Health Plan, which provides instruction regarding standard policy and procedural requirements of the Health Plan and is provided online on Health Plan's website in the provider section.
- 1.8 Health-Related Social Needs and HRSN.** "Health-Related Social Needs" and "HRSN" each means the unmet climate-related needs that contribute to an individual's poor health and are a result of underlying social and structural determinants of health.
- 1.9 HRSN Climate Device Clinical Risk Factor.** "HRSN Climate Device Clinical Risk Factor" means any one of the climate device-specific clinical risk factors detailed in the final, CMS approved HRSN Services Protocol posted on the OHA 2022-2027 Medicaid 1115 Demonstration Waiver webpage which are incorporated by this reference as though fully set forth in this Definition. The URL for the final, CMS approved HRSN Services Protocol is as follows: <https://www.oregon.gov/oha/hsd/medicaid-policy/pages/waiver-renewal.aspx>.
- 1.10 HRSN Climate Device Social Risk Factor.** "HRSN Climate Device Social Risk Factor" means an individual who resides in their own home or non-institutional, non-congregate primary residence and for whom an air conditioner, heater, air filtration device, portable power supply (PPS), or mini refrigeration unit (or all or any combination thereof), is Clinically Appropriate as a component of health services, treatment, or prevention.
- 1.11 HRSN Clinical Risk Factor.** "HRSN Clinical Risk Factor" is the generic term for any one, or combination, or all of the following:
- a. HRSN Climate Device Clinical Risk Factor
 - b. HRSN Housing Clinical Risk Factor
 - c. HRSN Nutrition Clinical Risk Factor
- 1.12 HRSN Covered Populations.** "HRSN Covered Populations" means Members who belong to one or more of the following populations:
- a. Adults and Youth Discharged from an Institution for Mental Diseases (IMD),
 - b. Adults and Youth Released from Incarceration,
 - c. Individuals currently or previously involved in Oregon's Child Welfare system
 - d. Individuals Transitioning to Dual Status,
 - e. Individuals who meet the definitions of either "HUD Homeless" or "At Risk of Homelessness," as such terms are defined by HUD in 24 CFR § 91.5.

- 1.13 HRSN Guidance Document.** The current version of the OHA Publication entitled “2024 HRSN Guidance Document” which may be amended from time to time, and for which the most current version shall govern.
- 1.14 HRSN Member.** “HRSN Member” means an individual enrolled in the Oregon Health Plan and Health Plan’s CCO, and who meets all of the following Criteria:
- (a) Belongs to at least one of the HRSN Covered Populations;
 - (b) Has at least one HRSN Clinical Risk Factor applicable to the HRSN Service(s) for which they are being screened;
 - (c) Has at least one HRSN Social Risk Factor applicable to the HRSN Service(s) for which they are being screened; and
 - (d) Meets any additional eligibility criteria and requirements that may apply in connection with the specific HRSN services.
- 1.15 HRSN Outreach and Engagement Services.** “HRSN Outreach and Engagement Services” means the activities performed by HRSN Service Providers or Health Plan for the purpose of identifying OHP enrolled individuals presumed eligible for HRSN Climate-Related Services and include, at a minimum, a and b below, and may include the activities described in c and d below:
- a. Contacting and engaging Members who belong to one or more HRSN Covered Populations and who are presumed to be eligible for HRSN Climate-Related Services;
 - b. Determining whether the Member is enrolled in the FFS Program or a CCO and, if a CCO, which one;
 - c. Transmitting to the Member’s CCO or to OHA’s FFS Program (or its designated third-party contractor) the partial or complete HRSN Request Form, or information contained within, for HRSN eligibility determination and HRSN Service authorization;
 - d. Providing HRSN Eligible Members who may have a need for medical, peer, social, educational, legal, or other related services with information and logistical support necessary to connect them with the needed resource and services.
- 1.16 HRSN Providers.** “HRSN Providers” means institutional or non-institutional health care entities or individuals that are under contract, directly or indirectly, with Health Plan to provider HRSN Covered Services to HRSN Members.
- 1.17 HRSN Services.** “HRSN Services” means Climate-Related Supports, and associated HRSN Outreach and Engagement that address a Member’s Health-Related Social Needs. In addition to the definitions, service descriptions, and processes set forth in this Agreement, additional information regarding the different components of HRSN Services are detailed in the HRSN Guidance Document. The parties acknowledge that HRSN Services are expected to expand to Housing and Nutritional support services, and HRSN Provider agrees to provide such HRSN Services-
- 1.18 HRSN Social Risk Factor.** “HRSN Social Risk Factor” means the need(s) of a Member related to a Health-Related Social Needs service. The HRSN Social Risk Factors are

specific to each of the HRSN Services, which are Climate-Related Supports, Housing, and Nutrition.

1.19 Oregon Health Authority. “Oregon Health Authority” is an Oregon state government agency.

1.20 Oregon Health Plan. “Oregon Health Plan” (OHP) means the Oregon Medicaid Demonstration Project, which expands Medicaid eligibility to eligible OHP clients (individuals found eligible by DHS to receive services under the OHP), as established by chapter 815, Oregon Laws 1993, and enacted during 1987, 1989, and 1991 legislative sessions, the goal of which is to ensure that Oregonians have access to health care coverage. OHP relies substantially upon prioritization of health services and managed care to achieve public policy objectives of access, cost containment, efficacy, and cost effectiveness in the allocation of health resources.

2.0 HRSN PROVIDER RESPONSIBILITIES.

2.1 HRSN Provider Services and Requirements.

HRSN Provider shall:

- (a) Provide or arrange for the provision of the HRSN Services detailed in Provider’s Grant Application or later added by Provider at its sole discretion to HRSN Members, consistent with the terms and conditions of this Agreement and all applicable OHA guidance and regulations.
- (b) Devote sufficient time, attention, and energy necessary for the competent and effective performance of HRSN Provider’s duties under this Agreement to HRSN Members who select HRSN Provider or are otherwise designated, assigned, or referred to HRSN Provider by Health Plan.
- (c) If HRSN Provider is licensed by a State of Oregon board or licensing agency, HRSN Provider shall comply with the credentialing requirements contained in the CCO Contract.
- (d) If HRSN Provider is not licensed or certified by a State of Oregon board or licensing agency, HRSN Provider represents and warrants that it has the education, experience, and competence necessary to perform the duties under this Agreement.
- (e) Meet the National Culturally and Linguistically Appropriate Services Standards (including mandatory training) established by the U.S. Department of Health and Human Services by providing effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.
- (f) Ensure providers and leadership, are educated on the importance of cultural responsiveness, including plain language, diversity, equity, and inclusion.
- (g) Submit data to Health Plan relating to HRSN Services provided under this Agreement in order to permit Health Plan to meet its reporting obligations to the OHA. Data reporting obligations are set forth more fully in the HRSN Guidance Document.
- (h) Comply with Health Plan’s HRSN-Related Credentialing policies and procedures, as required by the CCO Contract and as detailed in the HRSN Guidance Document.

- 2.2 Non-Discrimination.** HRSN Providers shall not discriminate in the treatment of HRSN Members based upon language, physical or medical disability, medical condition, race, color, national origin, ancestry, religion, sex, marital status, veteran status, sexual orientation, or age, to the extent prohibited by applicable federal, state, and local laws, regulations, and ordinances. HRSN Provider's decision to contract with Health Plan for the provision of certain services or not to contract to provide certain services shall not constitute discrimination hereunder.
- 2.3 No Conflicts of Interest.** HRSN Provider is prohibited from having any involvement in (i) authorizing or denying any HRSN Service or (ii) service planning for an HRSN Member. However, for Climate-Related Supports, Contractor may conduct the Eligibility Screening, Authorization, and HRSN Service planning and provision subject to Health Plan's oversight to ensure the foregoing activities were conducted in a manner that safeguards against conflicts of interest.
- 2.4 Billing Procedure.**
- (a) Covered Services; Hold Harmless. For all HRSN Services provided by HRSN Provider under this Agreement, HRSN Provider shall bill and submit documentation to Health Plan in accordance with the invoicing requirements detailed in the HRSN Guidance Document. HRSN Provider agrees to never, under any circumstances, including but not limited to, non-payment by Health Plan, insolvency of Health Plan, or the breach, expiration or termination of this Agreement, will Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against OHA, Members, or persons acting on Members' behalf, for HRSN Services, and shall regard payment by Health Plan as payment in full for all benefits covered by this Agreement. The obligations of this Section shall survive the termination of this Agreement regardless of the cause giving rise to termination. In addition, HRSN Provider shall not bill in any amount greater than would be owed if HRSN Provider provided the services directly, consistent with 42 CFR 438.106 and 42 CFR 438.230.
- (b) Actions to Collect Amounts Owed. HRSN Provider shall not maintain any action at law or equity against OHA or any Member to collect any sum owed to HRSN Provider by Health Plan for HRSN Services rendered pursuant to this Agreement. Provider shall not pursue legal or other remedy against Health Plan for nonpayment or underpayment to HRSN Provider for Covered Services provided to a Member unless and to the extent that Health Plan has failed to pay HRSN Provider for such HRSN Services as required by this Agreement and HRSN Provider has exhausted any appeal rights or Health Plan becomes insolvent.
- 2.5 Compliance with Health Plan Policies and Procedures.** HRSN Provider shall participate in, cooperate with, and comply with all applicable Health Plan requirements, policies, and procedures, which relate to services provided by HRSN Service Provider, including, but not limited to, those set forth in the Health Plan Provider Manual and those relating to Member grievances; credentialing; utilization review; quality assurance; information and document requests; requesting hospital admission or specialty services; medical records sharing for specialty treatments, at the time of hospital admission or discharge, and for after-hospital follow-up appointments; and medical management program(s). Health Plan agrees to make any such requirements, policies, and procedures available to HRSN Provider upon request within 72 business hours. HRSN Provider acknowledges that such Health Plan requirements and procedures may be amended from time to time. Any requirement that materially alters the obligations of the HRSN Provider under this Agreement will necessitate an Amendment and

will follow the written notice procedure outlined in Section 6.6 of this Agreement. HRSN Provider acknowledges receiving, or having access to Health Plan's policies regarding Grievance, Notice of Adverse Benefit Determination, Appeals, and Contested Case Hearings, and access to the Health Plan Provider Manual.

- 2.6 HRSN Provider Information.** HRSN Provider shall notify Health Plan of any change in HRSN Provider information, including but not limited to, address, phone number, tax identification number, open and closed practice status, board certification and hospital privileges in advance of said change. HRSN Provider hereby authorizes any and all hospitals that HRSN Provider maintains staff privileges at to notify Health Plan promptly following the initiation of any disciplinary or other action of any kind that could result in any suspension, termination, or restriction in any material way, which would affect the ability of HRSN Provider to provide HRSN Services to Members.
- 2.7 Health Plan Provider Directory.** HRSN Provider hereby authorizes Health Plan to list HRSN Provider's name, specialty, address, telephone number, and if HRSN Provider is accepting new patients in Health Plan's Provider Directory, whether on-line or in print, and in any Health Plan materials to help promote Health Plan or Health Benefit Plans to Members.
- 2.8 Provider Entities.** If HRSN Provider is a Provider Entity, HRSN Provider shall provide services under this Agreement solely through its individual practitioner shareholders, partners, independent contractors, and/or employees and must ensure that all such shareholders, partners, independent contractors, and/or employees comply with the terms of this Agreement.
- 2.9 Confidentiality.** During and after the term of this Agreement, HRSN Provider shall, subject to ORS Chapter 192, keep confidential any financial, operating, proprietary, or business information relating to Health Plan that is not otherwise public or reasonably identified as confidential, including but not limited to, the terms of this Agreement. The obligations of this Section shall survive the termination of this Agreement.
- 2.10 Non-Solicitation.** HRSN Provider shall not directly or indirectly engage in Disparagement, as defined below, of Health Plan to any Member without Health Plan's prior written consent. For the purposes of this Section, "Disparagement" shall mean any oral or written statement that is slanderous, defamatory, or intentionally inaccurate, regarding Health Plan that may be reasonably interpreted to be intended to persuade any Member or employer of such Member to disenroll from a Health Benefit Plan or to encourage any Member or employer of such Member to receive health care from HRSN Provider other than pursuant to this Agreement. Nothing in this section is intended to interfere with HRSN Provider's ability to communicate with a Member about the Member's medical condition, proposed treatment, or treatment alternatives whether covered by Health Benefit Plan or not and is consistent with state or federal laws. In addition to any other remedy available at law or in equity, HRSN Provider's breach of this Section shall be grounds for termination, of this Agreement, from participation in Health Plan's panel of Health Plan Providers and from participation in providing HRSN Services to Members in accordance with the terms and conditions of this Agreement.
- 2.11 Eligibility Verification.** HRSN Providers will use best efforts to verify eligibility, and HRSN Member assignment prior to the provision of HRSN Covered Services. HRSN Provider acknowledges that failure to verify eligibility may result in denial of claims for HRSN Covered Services.
- 2.12 Representations and Warranties.** HRSN Provider represents and warrants that (a) it has the power and authority to enter into and perform this Agreement, (b) this Agreement, when executed and delivered, shall be a valid and binding obligation of HRSN Provider enforceable

in accordance with its terms, (c) HRSN Provider has the skill and knowledge possessed by well-informed members of its industry, trade or profession and HRSN Provider will apply that skill and knowledge with care and diligence to perform the services contemplated herein in a professional manner and in accordance with standards prevalent in HRSN Provider's industry, trade or profession, and (d) HRSN Provider shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the services contemplated herein.

3.0 HEALTH PLAN RESPONSIBILITIES

- 3.1 Payment.** HRSN Provider shall be compensated for HRSN Covered Services detailed in Provider's Grant Application or later added by Provider at its sole discretion, provided to HRSN Members in accordance with Attachment A. Unless a claim is disputed, Health Plan shall approve payment(s) for HRSN Provider's complete, accurate, and timely submitted claims for HRSN Covered Services rendered to a HRSN Member, in accordance with Health Plan policies or applicable laws or regulations. The timing and calculation of payment(s) to HRSN Provider for HRSN Covered Services shall be according to Health Plan's payment methodology as set forth in this Agreement and Attachment(s).
- 3.2 HRSN Member Eligibility.** Health Plan shall establish a method for HRSN Provider to identify whether a person requesting services is enrolled with Health Plan and eligible to receive HRSN Covered Services. HRSN Member eligibility verification shall be consistent with the methodology outlined in the HRSN Guidance Document.
- 3.3 Subcontracts.** Health Plan may subcontract any or all of the services Health Plan agrees to provide under this Agreement. No subcontract shall terminate or limit Health Plan's legal responsibility for the timely and effective performance of its duties and responsibilities under this Agreement.
- 3.4 Marketing.** Health Plan may, upon approval from HRSN Provider, advertise the participation of HRSN Provider with Health Plan in print, voice, and video advertising media. Health Plan may list the name, address, telephone number, and other identifying information of HRSN Provider in Health Plan's publications furnished to HRSN Providers and HRSN Members and may identify HRSN Provider as a Health Plan HRSN Provider in advertising and marketing materials, in accordance with OHA guidelines. Such approval will be determined by HRSN provider on a case-by-case basis.
- 3.5 Choice of Health Care Provider.** Health Plan will allow an HRSN Member to choose their HRSN Provider to the extent possible and appropriate.

4.0 TERM AND TERMINATION.

- 4.1 Term and Renewal.** The term of this Agreement shall begin on the Effective Date and shall continue for an initial term of one (1) year. Thereafter, this Agreement shall automatically renew for additional one (1) year periods until terminated in accordance with this Section.
- 4.2 Termination For Convenience.** Either party may terminate this Agreement for convenience, at any time, upon at least ninety (90) days prior written notice to the other party.
- 4.3 Immediate Termination.** Health Plan shall have the right to terminate this Agreement immediately by written notice to HRSN Provider upon the occurrence of any of the following events:

- (a) HRSN Provider's license to provide medical services in the state in which services were rendered, as applicable, or authorization to administer controlled substances is terminated, suspended, or restricted in any material way, which would affect the ability of HRSN Provider to furnish HRSN Covered Services to HRSN Members pursuant to the terms of this Agreement;
- (b) HRSN Provider is suspended from participation in Medicaid or Medicare programs;
- (c) HRSN Provider's loss of professional liability coverage as required by this Agreement;
- (d) HRSN Provider's death or incapacity. Health Plan reserves the right to determine whether HRSN Provider is incapacitated for the purposes of this Section;
- (e) HRSN Provider fails to comply with the notification requirements set forth in this Agreement;
- (f) Health Plan makes a reasonable and good faith determination that such termination is necessary to protect the health or welfare of HRSN Members; or
- (g) If HRSN Provider is an Entity, HRSN Provider (i) ceases to be a professional corporation, medical group partnership, or other health care provider organization in good standing under the laws of the state in which Covered Services were rendered, as applicable, or (ii) there is a change in the majority ownership or control of Provider; or (iii) Provider violates the drug-free workplace provisions in this Agreement.

To protect the interests of HRSN Members, HRSN Provider will provide immediate notice to Health Plan of any of the aforesaid events. Health Plan shall provide HRSN Provider an opportunity to respond to Health Plan's termination decision if the basis for Health Plan's termination decision is based upon mistaken or otherwise erroneous information and shall otherwise follow any legal requirements that apply.

4.4 Immediate Termination of Licensed Facility. Health Plan shall have the right to immediately terminate this Agreement by written notice to any licensed facility upon the occurrence of any of the following events:

- (a) Withdrawal, expiration, or non-renewal of any Federal, state, or local license, certificate, approval or authorization of HRSN Provider;
- (b) Bankruptcy or receivership of HRSN Provider, or an assignment by HRSN Provider for the benefit of creditors;
- (c) Loss or material limitation of HRSN Provider's insurance;
- (d) Debarment or suspension of HRSN Provider from participation in any governmental sponsored program, including, but not limited to Medicare;
- (e) Failure to comply with the notification requirements set forth in this Agreement;
- (f) Revocation or suspension of HRSN Provider's accreditation as required in this Agreement;
- (g) The listing of HRSN Provider in the HIPDB; or
- (h) Change of control of HRSN Provider to an entity not acceptable to Health Plan, or there is a change in the majority ownership or control of HRSN Provider.

To protect the interests of Members, HRSN Provider will provide immediate notice to Health Agreement between PacificSource Community Solutions and HRSN provider

Plan of any of the aforesaid events. Health Plan shall provide HRSN Provider an opportunity to respond to Health Plan's termination decision if the basis for Health Plan's termination decision is based upon mistaken or otherwise erroneous information and shall otherwise follow any legal requirements that apply.

4.5 Termination with Cause upon Notice. Health Plan may terminate this Agreement for cause, including, without limitation, quality of care, fraud, waste, or abuse concerns, from participation in Health Plan's panel of Health Plan Providers and in the provision of Covered Services to Members pursuant to the terms and conditions of this Agreement. For cause shall not include a HRSN Provider advocating a decision, policy, or practice solely for reason of such advocacy.

4.6 Rights and Obligations upon Termination.

- (a) Continuation of Obligations. Upon termination, all rights and obligations of the parties under this Agreement shall immediately cease, except those rights and obligations that are identified as surviving the term of this Agreement. Termination of this Agreement shall not relieve either party of any obligation to the other party in accordance with the terms of this Agreement, and with respect to services furnished prior to such termination, and shall not relieve HRSN Provider of HRSN Provider's obligation to cooperate with Health Plan in arranging for the transfer of care of Members receiving treatment from Provider.
- (b) Continuation of Services. If required by a Health Benefit Plan, and unless Health Plan makes provision for the assumption of such services by another practitioner, following termination of this Agreement, HRSN Provider shall continue to furnish, and Health Plan shall continue to pay for, in accordance with the terms of this Agreement, Covered Services detailed in Provider's Grant Application or later added by Provider at its sole discretion, rendered to Members under the care of HRSN Provider at the time of termination until the services being rendered are completed. Health Plan shall use its best efforts to arrange for any Members under the care of HRSN Provider at the time of termination of the Agreement to be transferred to another Health Plan Provider at the earliest possible date. In the event of termination of this Agreement, HRSN Provider shall cooperate with and not interfere in the transfer of Members under the care of HRSN Provider at the time of termination until the services being rendered are completed.
- (c) Access to Records Upon Termination. Notwithstanding any termination of this Agreement, HRSN Provider shall continue to provide Health Plan access to Provider's records, so as to allow Health Plan to continue to meet its obligations under the CCO Contract.

5.0 OREGON HEALTH PLAN PROVISIONS

5.1 Accountability. HRSN Provider acknowledges that Health Plan oversees and is ultimately accountable to OHA for the timely and effective performance of Health Plan's duties and responsibilities under Health Plan's contract with the State of Oregon, acting by and through OHA.

5.2 Continuation of Services. In the event of insolvency or cessation of operations of Health Plan, Provider shall continue to provide HRSN Covered Services detailed in Provider's Grant Application or later added by Provider at its sole discretion, to Members for the period in which Health Plan continues to receive compensation for administering services under the Oregon Health Plan.

- 5.3 Incorporation of Provisions.** To the extent that any provision of Health Plan's CCO Contract to implement and administer services under the Oregon Health Plan applies to Provider with respect to the services contemplated hereunder, such provision shall be incorporated by this reference into this Agreement and shall apply equally to Provider.
- 5.4 OHA Subcontractor Requirements.** In the event HRSN Provider meets the definition of a Subcontractor under the CCO Contract, with respect to the provision of HRSN Services, HRSN Provider will comply with Section 11 "Subcontract Requirements" of Ex. B, Part 4 and any other applicable Subcontractor requirements set forth in the CCO Contract.
- 5.5 Additional OHA Requirements.** In the event HRSN Provider does not meet the definition of a Subcontractor under the CCO Contract, with respect to the provision of HRSN Services, HRSN Provider shall nonetheless comply with the following provisions of Sec. 11, "Subcontract Requirements," of Ex. B, Part 4: Para. A, Sub. Paras. (2), (3), (5), (6), (10), and (11); Para. B, Sub.Para. (1), Sub-Sub.Paras (e), (f), (g), (i), and (j); Para. B, Sub.Para (2), and any other provisions that may be identified in the HRSN Guidance Document.

6.0 GENERAL PROVISIONS.

- 6.1 Non-Exclusivity.** This Agreement is not exclusive, and nothing herein shall preclude either party from contracting with any other person or entity. Health Plan makes no representation or guarantee as to the number of Members who may select HRSN Provider for the purpose of receiving HRSN Services.
- 6.2 No Third Party Beneficiaries.** Neither Members nor any other third parties are intended by the parties to this Agreement to be third party beneficiaries under this Agreement, and no action may be brought to enforce the terms of this Agreement against either party by any person who is not a party to this Agreement.
- 6.3 Indemnification.** At all times during the term of this Agreement, HRSN Provider shall indemnify, defend, and hold Health Plan and Health Plan's employees and agents harmless from and against any and all claims, damages, causes of action, costs, or expenses, including reasonable attorneys' fees, to the extent proximately caused by the gross negligence or willful misconduct of HRSN Provider or any employee or agent of HRSN Provider arising out of this Agreement. At all times during the term of this Agreement, Health Plan shall indemnify, defend, and hold HRSN Provider and HRSN Provider's employees and agents harmless from and against any and all claims, damages, causes of action, costs or expenses, including reasonable attorneys' fees, to the extent proximately caused by the gross negligence or willful misconduct of Health Plan or any Health Plan employee or agent arising from this Agreement. Notwithstanding the foregoing, this Section shall be null and void to the extent that it is interpreted to reduce insurance coverage to which either party is otherwise entitled, by way of any exclusion for contractually assumed liability or otherwise.
- 6.4 Dispute Resolution.** Notwithstanding any other provision in this Agreement, and unless otherwise required by federal law, the parties agree to resolve disputes related to the termination or non-renewal of this Agreement in the manner set forth in OAR 410-141-3560, as that regulation now exists or is amended.
- 6.5 Assignment.** Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other; provided, however, that Health Plan may assign this Agreement, upon thirty (30) days prior written notice, to any entity

that controls, is controlled by, or that is under common control with Health Plan now or in the future, or which succeeds to its business through a sale, merger, or other corporate transaction without the prior consent of HRSN Provider. Any purported assignment or transfer in violation of this Section 6.5 shall be null and void.

- 6.6 Amendments.** Health Plan may amend this Agreement by providing prior written notice to HRSN Provider. Failure of HRSN Provider to object in writing to any such proposed amendment within thirty (30) days following receipt of notice shall constitute HRSN Provider's acceptance thereof. Any amendment to this Agreement or Exhibits necessary for compliance with state or federal law or regulation shall become effective upon notice from Health Plan to HRSN Provider if required by federal or state law. In the event HRSN Provider objects to such amendment necessary for compliance with state or federal law, Health Plan may, at its sole option, either continue this Agreement unamended or terminate this Agreement sixty (60) days from the date of receipt of written objection from HRSN Provider. During said sixty (60) day period, the terms and conditions of this Agreement as existed on the day prior to the date of the written objection, including all terms and conditions of compensation, shall continue to be in effect. If amendment is to comply with state or federal law, termination of this Agreement under this provision shall be treated as a "voluntary termination" without right to hearing. Notwithstanding the foregoing, this Agreement may be amended at any time by mutual written agreement signed by both parties.
- 6.7 Headings.** The headings of the various sections of this Agreement are merely for convenience and do not, expressly or by implication, limit, define, or extend the terms of the sections to which they apply.
- 6.8 Notices.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be either hand delivered, sent via facsimile, sent via overnight mail (such as Federal Express), or sent postage prepaid, by certified mail, return receipt requested, to Health Plan or HRSN Provider at the address set forth on the signature page of this Agreement. Such address may be changed by giving notice of such change in the manner provided in this Section for giving of such notice. The notice shall be effective on the date of delivery if delivered by hand or sent via facsimile, the date of delivery as indicated on the receipt if sent via overnight mail, or the earlier of the date indicated on the return receipt or four (4) business days after mailing if sent by certified mail.
- 6.9 Severability; Conformity with Law.** If any provision or Oregon Administrative Rule (OAR) defined in this Agreement is declared invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired, and the parties shall replace the invalid or unenforceable provision or OAR with a valid and enforceable provision or OAR that reflects the original intention of the parties as nearly as possible in accordance with applicable law. This Agreement shall be interpreted and, if necessary, amended to conform with applicable federal and state law in effect on or after its Effective Date.
- 6.10 Waiver of Breach.** The waiver of any breach of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement.
- 6.11 Modification of Health Benefit Plan.** Health Plan may change, revise, modify, or alter the form or content of any Health Benefit Plan or Member written materials without prior approval or notice to HRSN Provider.
- 6.12 Conflict with Health Benefit Plan; Outside Contracts.** This Agreement does not modify the benefits, terms, or conditions contained in a Member's Health Benefit Plan. In the event

of a conflict between this Agreement and the terms of the Member’s Health Benefit Plan, the terms of the Member’s Health Benefit Plan shall control. Health Plan does not and shall not prohibit a Member from contracting for services outside the Member’s Health Benefit Plan; however, Health Plan does not consent to, or agree to be bound by, any terms or conditions that may be offered to, or entered into by, any Member contracting outside of their Health Benefit Plan

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

6.14 Entire Agreement. This Agreement and any and all recitals, amendments, exhibits, attachments, schedules, and addenda in addition to the Health Plan’s Policies and procedures contained in the Health Plan Provider Manual contain the entire agreement of the parties, and supersede any other agreement between the parties for Medicaid.

6.15 HIPAA Compliance. HRSN Provider acknowledges and agrees that depending on the nature of the services rendered under this agreement, HRSN Provider may be a Business Associate of Health Plan. In the event HRSN Provider is a Business Associate of Health Plan, HRSN Provider shall enter into a Business Associate Addendum with Health Plan prior to accessing or sharing Protected Health Information (“PHI”), as defined under HIPAA. HRSN Provider shall cooperate with Health Plan in obtaining any necessary consents from HRSN Members that may be required for Health Plan and HRSN Provider to access, share, and/or exchange PHI.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

HEALTH PLAN:

PROVIDER:

PACIFICSOURCE COMMUNITY SOLUTIONS

HRSN PROVIDER

By: _____

By: See County Signature Page
(Signature)

Name: _____

Name: Ryan Matthews

Title: _____

Title: Department Director or designee

Date: _____

Date: See County Signature Page

Address: PO Box 7068
Springfield, OR 97475-0068

Address: 3160 Center St NE
Salem, OR 97301

Email:

Email: rmatthews@co.marion.or.us

**SIGNATURE PAGE FOR
HEALTH-RELATED SOCIAL NEEDS PROVIDER SERVICE AGREEMENT
HE-6296-24
between
MARION COUNTY and PACIFICSOURCE COMMUNITY SOLUTIONS**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: DocuSigned by:
Ryan Matthews
7D28A787858F458... 11/1/2024

Department Director or designee Date

Authorized Signature: DocuSigned by:
Jan Fritz
DC18351248DE4EC... 11/4/2024

Chief Administrative Officer Date

Reviewed by Signature: Signed by:
Scott Norris
60C98A6F708240B... 11/4/2024

Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:
[Signature]
E4592AF8CAA542G... 11/1/2024

Marion County Contracts & Procurement Date

PACIFICSOURCE COMMUNITY SOLUTIONS SIGNATURE

Authorized Signature: _____ Date

Title: _____

ATTACHMENT A

HRSN PROVIDER: Marion County Oregon

Effective 07/01/2024

Reimbursement Schedule

These rates shall apply to applicable PacificSource Community Solutions and Healthier Oregon Program Networks and Products

SERVICE/PROCEDURE	MAXIMUM ALLOWABLE
All HRSN Services: Services as defined in the OHP HRSN Fee Schedule	100% of OHP Allowable ^{1,2,3}

Note: Payment will be based upon the lesser of the billed amount or PacificSource negotiated rates in effect at the time the service or supplies are rendered or provided as specified above.

- 1. PacificSource will reimburse based on the rates published as of the date of adjudication.
- 2. Updates to the schedules noted above shall be updated in accordance with OHP.
- 3. All services other than HRSN to be denied as services not provided in contract.