

SECOND AMENDMENT TO
THE SECONDED AMENDED AND RESTATED
RISK ACCEPTING ENTITY PARTICIPATION AGREEMENT

This Second Amendment to the Second Amended and Restated Risk Accepting Entity Participation Agreement (the “**RAE Agreement**”) by and between Health Share of Oregon, f/k/a Tri-County Medicaid Collaborative, an Oregon nonprofit corporation (“**Health Share**”), and Multnomah County, a political subdivision of the State of Oregon, (“**RAE**”), is made and entered into as of January 1, 2015 (“**Effective Date**”).

WHEREAS, Health Share entered into a Health Plan Services Contract, Coordinated Care Organization Contract (“**CCO Contract**”) with the Oregon Health Authority (“**OHA**”) to be a Coordinated Care Organization (“**CCO**”) in the State of Oregon;

WHEREAS, effective January 1, 2015, Health Share and OHA have amended the CCO Contract;

WHEREAS, the parties now desire to amend the RAE Agreement to clarify and amend the service obligations assumed by RAE as Health Share’s subcontractor under the CCO Contract;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Exhibit A titled “Definitions” shall be amended with the following ~~struck through~~ language deleted and new language in double underline.**

“Core Contract” means that certain Health Plan Services Contract, Coordinated Care Organization Contract #-(139071) in effect during the term of this Agreement by and between the State of Oregon, acting through its Oregon Health Authority, and Health Share of Oregon, f/k/a Tri-County Medicaid Collaborative, ~~effective September 1, 2012, amended through October 31, 2012, amended and restated in its entirety effective November 1, 2012, and as the same may be updated, amended, modified, or supplemented from time to time, including without limitation, those provisions providing mechanisms for identifying and addressing compensation pursuant to Exhibit C thereunder.~~

2. **The following language in double underline shall be added as new Exhibit B, Part 1, Section 6.**

6. Children’s Wraparound Steering Committee. RAE shall cooperate with and assist Health Share to fulfill its obligations under Exhibit B, Part 1, Section 6 of the Core Contract titled “Children’s Wraparound Steering committee.” Specifically, RAE shall assist Health Share to develop a Wraparound Steering Committee that is accountable for the implementation and oversight of the provisions of all Wraparound services, and to develop a Wraparound policy.

3. Exhibit B, Part 2, Section 2 titled "Benefit Packages of Covered Services" shall be struck in its entirety.
4. Exhibit B, Part 2, Section 3 titled "Provision of Covered Services" shall be renumbered and become Exhibit B, Part 2, Section 2. The new Section 2 shall also be restated and amended as follows with the following ~~struck through~~ language deleted and new language in double underline.
 2. **Provision of Covered Services.** Exhibit B, Part 2, ~~Section 3~~Section 2 of the Core Contract shall be Delegated to RAE.
5. Exhibit B, Part 2, Section 4 titled "Authorization or Denial of Covered Services" shall be renumbered and become Exhibit B, Part 2, Section 3. The new Section 3 shall also be restated and amended as follows with the following ~~struck through~~ language deleted and new language in double underline.
 3. **Authorization or Denial of Covered Services.** Exhibit B, Part 2, ~~Section 4~~Section 3 of the Core Contract shall be Delegated to RAE, subsection 3.k excepted. If RAE adopts a policy regarding an objection on moral or religious grounds to provide a Covered Service, RAE shall submit such policy to Health Share as requested by Health Share.
6. Exhibit B, Part 2, Section 5 titled "Services Coordination for Non-Covered Health Services" shall be struck in its entirety.
7. Exhibit B, Part 2, Section 6 titled "Covered Service Components" shall be renumbered and become Exhibit B, Part 2, Section 4. The new Section 4 shall also be restated and amended as follows with the following ~~struck through~~ language deleted and new language in double underline.
 4. **Covered Service Components.** Exhibit B, Part 2, ~~Section 6~~Section 4 of the Core Contract shall be Delegated to RAE. Covered Services as described in subsection (t) shall also include those services described in OAR Chapter 410 Division 123
8. The following language in double underline shall be added as new Exhibit B, Part 2, Section 5.
 5. **Optional Covered Services with Care Coordination.** For all services designated in Part II, Section D of this Contract, RAE shall provide care coordination. Notwithstanding the foregoing, RAE shall provide care coordination only to the extent that RAE is licensed to perform, and does actually provide the applicable categories or types of Covered Services to Members.
9. The following language in double underline shall be added as new Exhibit B, Part 2, Section 6.

6. Non-Covered Health Services with Care Coordination. Exhibit B, Part 2, Section 6 shall be Delegated to RAE.

10. The following language in double underline shall be added as new Exhibit B, Part 2, Section 7.

7. Non-Covered Health Services without Care Coordination. Exhibit B, Part 2, Section 7 shall be Delegated to RAE.

11. The following language in double underline shall be added as new Exhibit B, Part 2, Section 8.

8. Other Non-Medical Services. Exhibit B, Part 2, Section 8 of the Core Contract shall be Delegated to RAE. If RAE adopts a policy regarding providing Other Non-Medical Services, RAE shall submit such policy to Health Share as requested by Health Share.

12. Exhibit B, Part 3, Section 5 under the title “Grievance System” shall be restated and amended with the following ~~struck-through~~ language deleted and the new language in double underline.

5. Grievance System.

Exhibit B, Part 3, Section 5 of the Core Contract shall be Delegated to RAE. RAE shall follow all Health Share grievance and appeals policies and procedures related to communication or access to Covered Services or facilities. Health Share expressly reserves to itself adjudication of final grievances and appeals as described in the Health Share policies and procedures. The grievance system shall comply with the Exhibit B, Part 3, Section 5 of the Core Contract and Health Share policies and procedures. RAE shall submit its grievance and appeals policies and procedures to Health Share as requested by Health Share.

13. The Heading for Exhibit B, Part 3, Section 8 shall be changed from “Marketing” to “Marketing to Potential Members.”

14. Exhibit B, Part 3, Section 8 shall be struck in its entirety, and replaced with the following language in double underline.

Exhibit B, Part 2, Section 8 of the Core Contract shall be Delegated to RAE. RAE shall provide copies of all written Marketing Materials to Health Share for approval, as requested by Health Share.

15. Exhibit B, Part 4, Section 9.b under the title “Patient Centered Primary Care Homes (PCPCH)” shall be restated and amended with the following ~~struck-through~~ language deleted and the new language in double underline.

- b. RAE shall provide a ~~quarterly~~ report to Health Share no later than 15 days following the end of each quarter that includes the following: (i) number of health care teams or clinics meeting PCPCH standards, by tier; (ii) number of primary care Practitioners accepting Members in a PCPCH listed out by tier 1, 2 or 3; and (iii) number of Members assigned to Providers in PCPCH practices listed out by tier 1, 2 or 3; ~~and (iv) number of Members with chronic conditions, as described in the CMS approved State Plan Amendment, listed out by tier 1, 2 or 3.~~
16. **Exhibit B, Part 4, Section 10 titled “Subcontractor Requirements” shall be restated and amended with the following ~~struck through~~ language deleted and the new language in double underline.**
10. **Subcontract Requirements.** RAE may subcontract any or all of the Work to be performed under this Agreement. If RAE subcontracts any or all of the Work to be performed under this Agreement, RAE shall subcontract in accordance with Exhibit D Section 18 of this Agreement, and Exhibit B, Part 4, Sections 10.a.(3) through 10.a.(9)(10) of the Core Contract. RAE shall expressly assume the duties and obligations applicable to “Contractor” as described in the Exhibit B, Part 4, Sections 10.a.(3) through 10.a.(9)(10) of the Core Contract. RAE shall require subcontractor to submit Valid Claims for Covered Services including all the fields and information needed to allow the claim to be processed without further information from the subcontractor, and within time frames that assure all corrections have been made within four months of the date of service.
17. **Exhibit B, Part 8, Section 3 titled “Payment Procedures” shall be restated and amended as follows with the following ~~struck through~~ language deleted.**
3. **Payment Procedures.** Exhibit B, Part 8, Section 3 of the Core Contract shall be Delegated to RAE; ~~Section 3.e excepted~~. RAE shall notify Health Share immediately upon identification of any known or suspected overpayment.
18. **Exhibit B, Part 8, Section 7 titled “Encounter and Pharmacy Data” shall be restated and amended as follows with the following ~~struck through~~ language deleted and the new language in double underline.**
7. **Encounter and ~~Pharmacy~~ Claims Data.** RAE shall cooperate with and assist Health Share to fulfill its obligations under the Core Contract, Exhibit B, Part 8, Section 7 entitled “Encounter ~~and Pharmacy~~ Claims Data.” Specifically, RAE shall provide to Health Share valid Encounter Claims Data, Pharmacy Data and other necessary reports and information referenced in Exhibit B, Part 8, Section 7 of the Core Contract in the manner and form directed by Health Share.
19. **Exhibit B, Part 8, Section 8 titled “Third Party Liability and Personal Injury Liens” shall be renumbered and become Exhibit B, Part 8, Section 11. The new Section 11**

shall also be restated and amended as follows with the following ~~struck through~~ language deleted and new language in double underline.

11. **Third Party Liability and Personal Injury Liens.** Exhibit B, Part 8, ~~Section 9~~Section 11 of the Core Contract shall be Delegated to RAE, ~~Section 11.c~~ excepted. RAE shall submit its written policies regarding Third Party Recovery to Health Share as requested by Health Share.

20. The following language in double underline shall be added as new Exhibit B, Part 8, Section 8.

8. **Encounter Claims Data (Non-Pharmacy).** RAE shall cooperate with and assist Health Share to fulfill its obligations under the Core Contract, Exhibit B, Part 8, Section 8 entitled "Encounter Claims Data (Non-Pharmacy)."

21. Exhibit B, Part 8, Section 9 titled "Drug Rebate Program" shall be renumbered and become Exhibit B, Part 8, Section 12. The new Section 12 shall also be restated and amended as follows with the following ~~struck through~~ language deleted and new language in double underline.

12. **Drug Rebate Program.** RAE shall make best effort to furnish to Health Share the information requested by Health Share regarding rebates for any covered outpatient drug provided by RAE and its Participating Providers. RAE shall report prescription drug data within 60 days of the date of service and as specified in Exhibit B, Part 8, ~~Section 7~~Sections 8 and 9 of this Agreement, including the National Drug Code of each covered outpatient drug dispensed to Members.

22. The following language in double underline shall be added as new Exhibit B, Part 8, Section 9.

9. **Encounter Pharmacy Data.** RAE shall cooperate with and assist Health Share to fulfill its obligations under the Core Contract, Exhibit B, Part 8, Section 9 entitled "Encounter Pharmacy Data."

23. Exhibit B, Part 8, Section 10 titled "All Payers All Claims (APAC) Reporting Program" shall be renumbered and become Exhibit B, Part 8, Section 13.

24. The following language in double underline shall be added as new Exhibit B, Part 8, Section 10.

10. **Administrative Performance Program.** RAE shall cooperate with and assist Health Share to fulfill its obligations under the Core Contract, Exhibit B, Part 8, Section 10 entitled "Administrative Performance Program."

25. **Exhibit B, Part 8, Section 11 titled “Prevention/Detection of Fraud and Abuse” shall be renumbered and become Exhibit B, Part 8, Section 14. The new Section 14 shall also be restated and amended as follows with the following ~~struck through~~ language deleted and new language in double underline.**

14. Prevention/Detection of Fraud and Abuse. Exhibit B, Part 8, ~~Section 11~~Section 14 of the Core Contract shall be Delegated to RAE; ~~Section 11.b~~Section 14.b excepted. RAE shall review its fraud and Abuse policies annually and submit a written copy to Health Share by January 1st of every year this Agreement is in effect. If RAE has updated the current policies, RAE shall submit a written copy of the updated fraud and Abuse policies to Health Share for approval. RAE shall promptly refer all suspected cases of fraud and abuse to Health Share. The characteristics of suspicious cases that should be referred are described in the Core Contract, Exhibit B, Part 8, ~~Section 11.e.(3)(a)~~Section 14.c.(3)(a). If RAE is aware that there are credible allegations of fraud for which an investigation by MFCU is pending against a Participating Provider, RAE shall suspend payments to the Provider unless OHA determines there is good cause not to suspend payments or to suspend payments in part.

26. **Exhibit B, Part 8, Section 12 titled “Abuse Reporting and Protective Services” shall be renumbered and become Exhibit B, Part 8, Section 15. The new Section 15 shall also be restated and amended as follows with the following ~~struck through~~ language deleted and new language in double underline.**

15. Abuse Reporting and Protective Services. Exhibit B, Part 8, ~~Section 12~~Section 15 of the Core Contract shall be Delegated to RAE.

27. **Exhibit B, Part 8, Section 13 which is untitled shall be renumbered and become Exhibit B, Part 8, Section 16.**

28. **Exhibit B, Part 8, Section 14 which is untitled shall be renumbered and become Exhibit B, Part 8, Section 17.**

29. **Exhibit B, Part 8, Section 15 titled “Credentialing” shall be renumbered and become Exhibit B, Part 8, Section 18. The new Section 18 shall also be restated and amended as follows with the following ~~struck through~~ language deleted and new language in double underline.**

18. Credentialing. Exhibit B, Part 8, ~~Section 15~~Section 18 of the Core Contract shall be Delegated to RAE. If Participating Providers are not required to be licensed or certified by a State of Oregon board or licensing agency, RAE shall document, certify and report to Health Share on Exhibit G the date that the person’s education, experience, competence, and supervision are adequate to permit the person to perform his or her specific assigned duties.

30. **Exhibit B, Part 8, Section 16 titled “Subrogation” shall be renumbered and become Exhibit B, Part 8, Section 19.**

31. The language in Exhibit C, Section 1.e. under the title "Payment Types and Rates" shall be struck in its entirety and replaced with the following language in double underline.

e. Intentionally omitted.

32. Exhibit C, Attachment 1 is hereby amended to replace rate sheets and the rate type table. The foregoing rate sheets are attached to this Amendment as Appendix A and hereby incorporated into the Amendment by this reference.
33. The Heading for Exhibit D, Section 6 shall be changed from “Funds Available and Authorized” to “Funds Available and Authorized; Payments”.
34. The Heading for Exhibit D, Section 20 shall be changed from “Amendments; Waiver; and Consent” to “Amendments”.
35. Exhibit D Section 21 titled “Severability” shall be renumbered and become Exhibit D Section 22. The following language in double underline shall be added as new Exhibit D Section 21 titled “Waiver”:
21. Waiver. No waiver or other consent under this Contract shall bind either party unless it is in writing and signed by the party to be bound. Such waiver or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision.
36. Exhibit D Section 22 titled “Survival” shall be renumbered and become Exhibit D Section 23.
37. Exhibit D Section 23 titled “Notices” shall be renumbered and become Exhibit D Section 24.
38. Exhibit D Section 24 titled “Construction” shall be renumbered and become Exhibit D Section 25.
39. Exhibit D Section 25 titled “Headings” shall be renumbered and become Exhibit D Section 26.
40. Exhibit D Section 26 titled “Merger Clause” shall be renumbered and become Exhibit D Section 27.
41. Exhibit D Section 27 titled “Counterparts” shall be renumbered and become Exhibit D Section 28.
42. Exhibit D Section 28 titled “Equal Access” shall be renumbered and become Exhibit D Section 29.
43. Exhibit D Section 29 titled “Media Disclosure” shall be renumbered and become Exhibit D Section 30.
44. Exhibit D Section 30 titled “Mandatory Reporting” shall be renumbered and become Exhibit D Section 31.

45. **Exhibit D Section 31 titled “OHA Compliance Review” shall be renumbered and become Exhibit D Section 32.**
46. **Exhibit D Sections 33, 34, 35 and new Section 36 are “Intentionally Omitted.”**
47. **Exhibit M titled “Benefits and Covered Services for MHO Members” shall be restated and amended as follows with the following ~~struck through~~ language deleted and the new language in double underline.**

For MHO Members that Health Share assigns to RAE, RAE shall provide the benefits and covered services described in Exhibit M of the Core Contract in lieu of the benefits and covered services described in ~~Sections 1 through 6~~Sections 1 through 8 of the Core Contract Exhibit B, Part 2.

48. **Except as modified hereby, the Agreement shall remain in full force and effect.**

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

"HEALTH SHARE"

HEALTH SHARE OF OREGON

By: 

Name: Janet L. Meyer

Title: CEO

"RAE"

MULTNOMAH COUNTY

By: 

Name: Deborah Kafoury by Lisa Wendt

Title: County Clerk / DCHS Director

**Exhibit C – Consideration – Attachment 1 – Payment Rates
Effective January 1, 2015**

CCO - A

Eligibility	Behavioral Health Risk Premium	HRA Admin	Gross Premium	Risk Adj	Risk Adj PMPM	Total Health Share Withholds	Net Risk Premium Payable
TANF	31.43	0.03	31.46	0.9383	29.52	(0.53)	28.99
PLMA	22.30	0.03	22.33	1.1265	25.15	(0.45)	24.70
CHILD 00-01	0.05	0.00	0.05	1.0000	0.05	(0.00)	0.05
CHILD 01-05	5.70	0.01	5.71	1.0232	5.84	(0.11)	5.73
CHILD 06-18	22.11	0.03	22.14	0.9399	20.81	(0.37)	20.44
ABAD-MED	35.48	0.02	35.50	1.0391	36.89	(0.66)	36.23
ABAD	104.55	0.20	104.75	1.0092	105.71	(1.90)	103.81
OAA-MED	35.48	0.02	35.50	1.1718	41.60	(0.75)	40.85
OAA	104.55	0.20	104.75	1.0092	105.71	(1.90)	103.81
CAF	152.91	0.07	152.98	1.0476	160.26	(2.88)	157.38
ACA Adults 19-44	64.16	0.05	64.21	0.9915	63.66	(1.15)	62.51
ACA Adults 45-54	79.13	0.04	79.17	0.9915	78.50	(1.41)	77.09
ACA Adults 55-64	71.39	0.04	71.43	0.9915	70.82	(1.27)	69.55
SNRG	106.12	0.00	106.12	1.0000	106.12	(1.91)	104.21

CCO - B

Eligibility	Behavioral Health Risk Premium	HRA Admin	Gross Premium	Risk Adj	Risk Adj PMPM	Total Health Share Withholds	Net Risk Premium Payable
TANF	31.43	0.03	31.46	0.9383	29.52	(0.53)	28.99
PLMA	22.30	0.03	22.33	1.1265	25.15	(0.45)	24.70
CHILD 00-01	0.05	0.00	0.05	1.0000	0.05	(0.00)	0.05
CHILD 01-05	5.70	0.01	5.71	1.0232	5.84	(0.11)	5.73
CHILD 06-18	22.11	0.03	22.14	0.9399	20.81	(0.37)	20.44
ABAD-MED	35.48	0.02	35.50	1.0391	36.89	(0.66)	36.23
ABAD	104.55	0.20	104.75	1.0092	105.71	(1.90)	103.81
OAA-MED	35.48	0.02	35.50	1.1718	41.60	(0.75)	40.85
OAA	104.55	0.20	104.75	1.0092	105.71	(1.90)	103.81
CAF	152.91	0.07	152.98	1.0476	160.26	(2.88)	157.38
ACA Adults 19-44	64.16	0.05	64.21	0.9915	63.66	(1.15)	62.51
ACA Adults 45-54	79.13	0.04	79.17	0.9915	78.50	(1.41)	77.09
ACA Adults 55-64	71.39	0.04	71.43	0.9915	70.82	(1.27)	69.55
SNRG	106.12	0.00	106.12	1.0000	106.12	(1.91)	104.21

January 1, 2015 RAE Amendment

CCO - E

Eligibility	Behavioral Health Risk Premium	HRA Admin	Gross Premium	Risk Adj	Risk Adj PMPM	Total Health Share Withholds	Net Risk Premium Payable
TANF	21.04	0.03	21.07	0.9383	19.77	(0.36)	19.41
PLMA	10.49	0.03	10.52	1.1265	11.85	(0.21)	11.64
CHILD 00-01	0.05	0.00	0.05	1.0000	0.05	(0.00)	0.05
CHILD 01-05	5.70	0.01	5.71	1.0232	5.84	(0.11)	5.73
CHILD 06-18	21.57	0.03	21.60	0.9399	20.30	(0.37)	19.93
ABAD-MED	35.09	0.02	35.11	1.0391	36.48	(0.66)	35.82
ABAD	99.36	0.20	99.56	1.0092	100.48	(1.81)	98.67
OAA-MED	35.09	0.02	35.11	1.1718	41.14	(0.74)	40.40
OAA	99.36	0.20	99.56	1.0092	100.48	(1.81)	98.67
CAF	142.29	0.07	142.36	1.0476	149.14	(2.68)	146.46
ACA Adults 19-44	49.63	0.05	49.68	0.9915	49.26	(0.89)	48.37
ACA Adults 45-54	68.16	0.04	68.20	0.9915	67.62	(1.22)	66.40
ACA Adults 55-64	68.54	0.04	68.58	0.9915	68.00	(1.22)	66.78

CCO - G

Eligibility	Behavioral Health Risk Premium	HRA Admin	Gross Premium	Risk Adj	Risk Adj PMPM	Total Health Share Withholds	Net Risk Premium Payable
TANF	21.04	0.03	21.07	0.9383	19.77	(0.36)	19.41
PLMA	10.49	0.03	10.52	1.1265	11.85	(0.21)	11.64
CHILD 00-01	0.05	0.00	0.05	1.0000	0.05	(0.00)	0.05
CHILD 01-05	5.70	0.01	5.71	1.0232	5.84	(0.11)	5.73
CHILD 06-18	21.57	0.03	21.60	0.9399	20.30	(0.37)	19.93
ABAD-MED	35.09	0.02	35.11	1.0391	36.48	(0.66)	35.82
ABAD	99.36	0.20	99.56	1.0092	100.48	(1.81)	98.67
OAA-MED	35.09	0.02	35.11	1.1718	41.14	(0.74)	40.40
OAA	99.36	0.20	99.56	1.0092	100.48	(1.81)	98.67
CAF	142.29	0.07	142.36	1.0476	149.14	(2.68)	146.46
ACA Adults 19-44	49.63	0.05	49.68	0.9915	49.26	(0.89)	48.37
ACA Adults 45-54	68.16	0.04	68.20	0.9915	67.62	(1.22)	66.40
ACA Adults 55-64	68.54	0.04	68.58	0.9915	68.00	(1.22)	66.78

Children's Wrap Only

The Behavioral Health RAEs have agreed upon a percentage of total available revenue allocation method that is based upon delegated regional capacity within Children's Wraparound. Total combined RAE net risk premium revenues associated with Children's Wraparound are to be pooled, then allocated by the designated percentages below. These percentages are subject to change upon a consensus agreement between the Behavioral Health RAEs.

CCO - A

Eligibility	Behavioral Health Risk Premium	HRA Admin	Gross Premium	Risk Adj	Risk Adj PMPM	Total Health Share Withholds	Net Risk Premium Payable
CAF	49.15	-	49.15	1.0000	49.15	(0.88)	48.27

CCO - B

Eligibility	Behavioral Health Risk Premium	HRA Admin	Gross Premium	Risk Adj	Risk Adj PMPM	Total Health Share Withholds	Net Risk Premium Payable
CAF	49.15	-	49.15	1.0000	49.15	(0.88)	48.27

CCO - E

Eligibility	Behavioral Health Risk Premium	HRA Admin	Gross Premium	Risk Adj	Risk Adj PMPM	Total Health Share Withholds	Net Risk Premium Payable
CAF	49.15	-	49.15	1.0000	49.15	(0.88)	48.27

CCO - G

Eligibility	Behavioral Health Risk Premium	HRA Admin	Gross Premium	Risk Adj	Risk Adj PMPM	Total Health Share Withholds	Net Risk Premium Payable
CAF	49.15	-	49.15	1.0000	49.15	(0.88)	48.27

Child Wrap CCO Revenue Allocations		
MH RAE	Number of Slots	Percent of Revenue
Clackamas Co.	30	14.63%
Multnomah Co.	100	48.78%
Washington Co.	75	36.59%

