

REPRODUCTIVE HEALTH PROGRAM MEDICAL SERVICES AGREEMENT

This Medical Services Agreement (Agreement) sets forth the conditions for being enrolled as a provider agency (Agency) with the State of Oregon, Oregon Health Authority (OHA), Center for Prevention and Health Promotion (CPHP) and to receive payment by CPHP for reproductive health services, supplies, and devices furnished by Agency to persons eligible (Clients). To be enrolled as a provider agency under this Agreement, Agency must identify in Appendix A the Clinics enrolled under this Agreement.

Eligibility as a provider in the Reproductive Health (RH) Program is conditioned on the Agency's execution and delivery of the application and required certification. The information disclosed by the Agency may be subject to verification by CPHP. This information will be used for purposes related to the administration of the RH Program.

As a condition for participation as an Agency with OHA, Agency agrees as follows:

A. Services:

1. To provide reproductive health services, supplies, and devices to individuals covered by the Oregon Health Plan (OHP) as well as Clients.
2. To follow counseling, education, and clinical practices related to reproductive health care based on evidence-based, national standards of care.
3. To enroll as an OHP Provider prior to final approval as an Agency and comply with all applicable Health Systems Division (HSD) statutes and rules.
4. To adhere to all applicable OARs. "OARs" means the CPHP Oregon Administrative Rules, OAR 333-004-2000 through 333-004-2190, as those rules may be adopted or amended from time to time.
5. To provide all reproductive health services, supplies, and devices for which CPHP pays the Agency under this Agreement as an independent contractor. The Agency is not an "officer", "employee", or "agent" of CPHP or OHA, as those terms are used in ORS 30.265. Nothing in this Agreement requires Agency to perform services described in this section if OHA has no funding available to pay for services.

B. **Accurate billing:** To certify by signature of the Agency or designee, including electronic signatures on a claim form or transmittal document, that the care, services, equipment or supplies claimed were actually provided and medically appropriate, were documented at the time they were provided, and were provided in accordance with professionally recognized standards of health care, OARs, and this Agreement. The Agency is solely responsible for the accuracy of claims submitted and the use of a billing entity does not change the Agency's responsibility for the claims submitted on Agency's behalf. Any overpayment made to the Agency by OHA may be recouped by OHA including withholding of future payments or other processes as authorized by law.

C. **Payment:** To accept CPHP's payment for any reproductive health services, supplies, and devices as payment in full and to not make any additional charge to a Client except as specifically allowed by the OARs. Eligibility for payment is determined using the procedures described in the OARs. Claims and data must be submitted through secure means as instructed by CPHP.

By accepting payment, the Agency certifies that it has complied with all applicable state laws, federal laws, and OARs. Payment for services performed is contingent on CPHP receiving federal and state funding sufficient to allow CPHP to continue to make payments.

D. Record keeping; access; confidentiality of client's records:

1. To keep complete, accurate financial and clinical records, and all other documentation regarding the specific care, items, or services for which payment has been requested.
2. To provide upon reasonable request by CPHP, OHA, HSD, the Oregon Secretary of State's Office and their duly authorized representatives, immediate access to review and copy any and all records relied on by Agency in support of reproductive health services, and contraceptive supplies and devices billed to CPHP. The term "immediate access" means at the time the written request is presented to the Agency.
3. To protect the confidentiality of identifying information that is collected, used, or maintained about a Client. A Client's records are confidential and may only be disclosed to the Client or to others with the Client's prior written consent, for purposes directly connected with the administration of the public assistance laws, or as required by law. To the extent the Agency is a covered entity as that term is defined in 45 CFR 160.103, the Agency acknowledges that it is required to comply with the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162, and 164.

E. Security: To take reasonable precautions to assure the security of all confidential information, all login information and passwords, or other security access codes.

F. Compliance with applicable laws: To comply with federal, state and local laws, and regulations applicable to this Agreement including but not limited to OAR 333-004-2130 and 410-120-1380. The agency is responsible for all Social Security payments and federal or state taxes applicable to payments under this Agreement.

G. Changes to CPHP Administrative Rules: During the term of this Agreement, OHA may make changes to the OARs that govern the RH program. OHA will ensure that Agency receives notice, which may include electronic delivery of the rulemaking which will include information about where to find the draft rules and the time period for submitting public comments. In addition, OHA will ensure that the Agency receives notice, which may include electronic delivery, of the final rules and their effective date. Agency's delivery of services pursuant to this Agreement after receipt of the notice of the final rules shall be considered Agency's acceptance of the new rules and this Agreement shall be deemed amended at such time to incorporate the revised rules. If Agency does not wish to accept and be bound by the new rules Agency should not render further services after receipt of notice of the final rules and should terminate this Agreement in accordance with Section I below.

H. Notification of changes: Agency must notify CPHP of changes in agency or clinic(s) name, address, business affiliation, licensure, ownership, or status, including new or closing clinics, within 30 days of change.

I. Termination and duration of agreement: This agreement shall remain in effect until such time as the Agency or CPHP terminates the agreement. The Agency or CPHP may terminate this Agreement without cause at any time by written notice to the others by certified mail, return receipt requested, subject to any specific Agency provider termination requirements in the OARs. This notice shall specify the effective date of termination. The Agency shall send the termination notice to:

Oregon Reproductive Health Program
800 NE Oregon Street, Suite 370
Portland, Oregon 97232

J. Eligibility and continued participation; agency sanctions and payment recovery: Failure to comply with the terms of this Agreement or the OARs, failure of the application or certificate to be

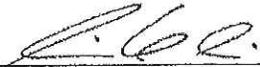
accurate in any respect, or failure to notify CPHP of changes in name, address, business affiliation, licensure, or ownership may result in sanctions, termination of the agreement, or payment recovery pursuant to OAR 333-004-2140, 333-004-2150, and 333-004-2160 subject to Agency appeal rights described in OAR 333-004-2170.

K. Effective date: This Agreement is effective upon the date of approval of the CPHP representative, as indicated by the signature at the end of the Agreement or upon the date of approval as an OHP provider by HSD, whichever is the later, unless those dates are prior to April 1, 2018, in which case this Agreement is effective on April 1, 2018. Any prior contract, price agreement, or vendor agreement between OHA and Agency for reproductive health services, and contraceptive supplies and devices is terminated as of April 1, 2018. Nothing in this Agreement is intended to terminate an MSA, the Agency has with OHA for Oregon ContraceptiveCare that is subject to OARs 333-004-0000 through 333-004-0230.

Yamhill County Health and Human Services - Public Health

Agency name

By signing this Agreement you acknowledge that you have read the Agreement, understand the terms of the Agreement and agree to be bound by the terms and conditions of the Agreement.

 5/23/18
Signature of agency authorized business representative Date

Silas Halloran-Steiner
Printed name

Director
Title of business representative

CPHP: By its signature, the Center for Prevention and Health Promotion certifies that the Agency qualifies as a RH Program Provider Agency.

By:  Date: 5/5/18

TIM D. NOE
Printed name

CENTER ADM.
Title

NOTE: If an agency changes name, address, business affiliation, licensure, ownership, certification, or status, including new or closing clinics, CPHP and HSD must be notified in writing within 30 days of the change in accordance with Section H of the Agreement. Payments made to agencies who have not furnished such notification may be recovered.

Accepted by Yamhill County
Board of Commissioners on
5/21/18 by Board Order
18-166

Applications must be signed and dated by the Provider Agency Representative. CPHP will not accept stamped signatures. CPHP will return incomplete applications.

All written correspondence regarding this Medical Services Agreement, including application and termination notice, should be sent to:

Oregon Reproductive Health Program
800 NE Oregon Street, Suite 370
Portland, Oregon 97232

**REPRODUCTIVE HEALTH PROGRAM
MEDICAL SERVICES AGREEMENT
Appendix A**

Clinics in which Agency will operate the Reproductive Health Program under this Agreement:

Clinic Name
1. Yamhill County Public Health, McMinnville
2. Yamhill County Public Health, Newberg
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