AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT

1. This is amendment number 1 to Agreement number 51290 between the State of Oregon, acting by and through its Department of Human Resources (which shall be referred to as Department of Human Services after June 30, 2000), Office of Medical Assistance Programs, hereinafter called "OMAP," and OREGON HEALTH SCIENCES UNIVERSITY
Child Development and Rehabilitation Center
hereinafter called "CDRC"

2. This Amendment shall become effective July 1, 2000 or on the date at which all parties have signed this amendment, whichever date is later.

3. The Agreement is hereby amended as follows: New language is bold and underlined; [language to be deleted or replaced is bracketed].

I. TERM

This [3] Agreement shall become effective on July 1, 1995 and shall expire unless otherwise terminated or extended on June 30, 2005. Expiration shall not extinguish or prejudice OMAP's right to enforce this Agreement with respect to any default or defect in CDRC's performance that has not been cured. (This agreement shall continue in effect until terminated in accordance with the provisions of Section VI, subsection 3, of this agreement.)

II. PURPOSE

The purpose of this Agreement is to encourage appropriate and maximum utilization of the services of the CDRC by OMAP clients who are eligible for medical assistance under Title XIX (Medicaid) and Title XXI (Children's Health Insurance Program). The CDRC is the state agency for providing services for children with special health care needs under Title V (Provider Number 029966) and other highly specialized services, including services to adults with hemophilia (Provider Number 033472). OMAP reimburses CDRC at cost for services provided by CDRC to OMAP clients eligible for medical assistance under Title XIX and Title XXI. Services and payment for services that are the responsibility of managed care plans are excluded from the agreement.

"Assisting People to Become Independent, Healthy and Safe"
An Equal Opportunity Employer
IV. CONSIDERATION

1. Interim payments for all work performed under this agreement shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum sum of $1,500,000.00 per biennium, including any travel and other expense reimbursement when noted below.

Interim payments shall be made to CDRC on a quarterly basis and each payment shall be for an amount not to exceed $237,500.00, following OMAP’s review and approval of billing submitted by CDRC.

All invoices are to be submitted to OMAP’s supervising representative authorized to monitor agreement compliance and authorize payment of invoices:

Jerry Fuller
Marsha Backar-Mehr
Office of Medical Assistance Programs
500 Summer St. NE, 3rd Floor
Salem, OR [97310-1014] 573-01-1077

4. OMAP’s performance hereunder is conditioned upon CDRC’s compliance with provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.355, which are hereby incorporated by reference.

5. Except as expressly amended above, all other terms and conditions of original Agreement and any previous amendments are still in full force and effect. CDRC certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

6. The individual signing this amendment on behalf of the CDRC hereby certifies and swears under penalty of perjury that he or she is authorized to act on behalf of CDRC, that he or she has authority and knowledge regarding CDRC’s payment of taxes, and to the best of his or her knowledge, CDRC is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).
7. SIGNATURES

Clifford J. Seib
OMAP
Administrator/Delegate
7/3/00

Date

APPROVED as to
LEGAL SUFFICIENCY:

N/A per OAR 137-045-0050 (2)
Oregon Department of Justice

Reviewed/OMAP: 7/17/00

Reviewed/DHR Contracts Coordinator: 7/24/00

OHSU Contract Authority
INTERGOVERNMENTAL AGREEMENT

This agreement is between the State of Oregon acting by and through Department of Human Resources, Office of Medical Assistance Programs, hereinafter called the OMAP and the Child Development and Rehabilitative Center of the Oregon Health Sciences University (OHSU), hereinafter called CDRC.

I. TERM

This agreement shall become effective on July 1, 1995. This agreement shall continue in effect until terminated in accordance with the provisions of Section VI. subsection 3. of this agreement.

II. PURPOSE

The purpose of this Agreement is to encourage appropriate and maximum utilization of the services of the CDRC by OMAP clients who are eligible for medical assistance under Title XIX (Medicaid). The CDRC is the state agency for providing services for children with special health care needs under Title V (Provider Number 029066) and other highly specialized services, including services to adults with hemophilia (Provider Number 033472). OMAP reimburses CDRC at cost for services provided by CDRC to OMAP clients eligible for medical assistance under Title XIX. Services and payment for services that are the responsibility of managed care plans are excluded from the agreement.

Reference is made to Title 42 of the Code of Federal Regulations, Paragraph 431.615, relations with state health and vocational rehabilitation agencies and Title V grantees.

III. STATEMENT OF WORK

CDRC agrees to provide multidisciplinary evaluation, case management, and specialized treatment services through outpatient clinics at CDRC centers throughout the state of Oregon to Medicaid recipients with specific handicapping conditions. Services include, but are not limited to: case management, physician services, nursing services, laboratory and other diagnostic testing, physical and occupational therapy evaluations and treatment,
psychological/psychiatric evaluations, speech and audiological evaluations and treatment, hearing aids, dental services, amniocentesis and genetic counseling for parents of children with disabling conditions, prosthetic, orthotic, and other medical supplies and equipment, and Early and Periodic Screening, Diagnosis, and Treatment Program screenings. Services may be provided within the CDRC facility located at the Oregon Health Sciences University, any of the clinics operated by CDRC staff, or upon referral to an OHSU staff physician who is also a staff physician for CDRC.

Billings will be done on the UB-92 in accordance with billing instructions and requirements in OMAP's Hospital Services Guide and OMAP's General Rules. CDRC agrees that it is not a direct provider of augmentative communicative devices or other large items of durable medical equipment, such as wheelchairs, and will not bill OMAP for any of these services.

CDRC is not required to obtain prior authorization before billing for covered services, except CDRC agrees to conform to all limitations on services in the provision of hearing aids as described in the Speech-Language Pathology, Audiology, and Hearing Aid Services Guide.

IV. CONSIDERATION

1. Interim payments for all work performed under this agreement shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum sum of $1,900,000.00 per biennium, including any travel and other expense reimbursement when noted below.

Interim payments shall be made to CDRC on a quarterly basis and each payment shall be for an amount not to exceed $237,500.00, following OMAP's review and approval of billing submitted by CDRC.

All invoices are to be submitted to OMAP's supervising representative authorized to monitor agreement compliance and authorize payment of invoices:

Jerry Fuller
Office of Medical Assistance Programs
500 Summer St. NE, 3rd Floor
Salem, OR 97310-1014

Agreement #51290
2. OMAP agrees to pay CDRC at 100% of costs, for covered services as defined above, and in OMAP's Hospital Guide and General Rules and Oregon Health Plan Administrative Rules.

3. In the event of overpayment by OMAP, the amount overpaid to CDRC shall be refunded to OMAP within thirty (30) days of the overpayment determination.

4. CDRC will be responsible for the General Fund portion of any cost settlement that exceeds the sum of the interim payments and UB-92 reimbursement paid by OMAP for services provided during the settlement period.

5. CDRC will bill all other third party resources before billing OMAP. Clients in the Medically Needy Program may have a spend-down responsibility for which CDRC will bill the client. For clients with Medicare coverage who are also Medicaid eligible, OMAP will reimburse CDRC at 100% of costs not to exceed the total of the deductible and co-insurance amounts due.

6. CDRC shall not exceed and the OMAP will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment, the amendment must be fully effective before CDRC performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this agreement.

V. TRAVEL AND OTHER EXPENSES

Reimbursement of travel and all other expenses shall be at appropriate state rates (According to Department of Administrative Service's Rules on Travel and Transportation) and are included in the consideration shown in Section IV above.

VI. GENERAL PROVISIONS

1. Funds Available and Authorized

Except in the event that the OMAP has entered into a master contract, CDRC shall not be compensated for work performed under this contract by any other agency or department of the State of Oregon. OMAP has sufficient funds currently available and authorized for expenditure to finance the costs of this agreement within the OMAP's biennial Agreement #51290
appropriation or limitation. CDRC understands and agrees that OMAP’s payment of amounts under this agreement attributable to work performed after the last day of the current biennium is contingent on OMAP receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow OMAP, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority, OMAP may terminate this agreement without penalty or liability to the OMAP, effective upon the delivery of written notice to CDRC, with no further liability to CDRC.

2. Amendment

The terms of this agreement may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the parties. This agreement will not be amended after the expiration date.

3. Termination

a. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 days notice in writing, and delivered by certified mail or in person.

b. In addition, the OMAP may terminate or modify this agreement, in whole or in part, effective upon delivery of written notice to the CDRC, or at such later date as may be established by the OMAP, under any of the following conditions:

   1) If OMAP funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services;

   2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement; or
3) If any license or certification required by law or regulation to be held by the CDRC to provide the services required by this agreement is for any reason denied, revoked, suspended, or not renewed.

c. Time is of the essence of CDRC's performance of each and every obligation and duty under this agreement. OMAP, by written notice to CDRC, may at any time terminate the whole or any part of this agreement:

1) If the CDRC fails to provide services called for by this agreement within the time specified herein or any extension thereof; or

2) If the CDRC fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the OMAP, fails to correct such failures within 30 calendar days or such other period as the OMAP may authorize or require.

The rights and remedies of the OMAP provided in subsection c, above, are not exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

d. Termination or modification of this agreement pursuant to subsections a or b, above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections a, b, or c of this section), CDRC shall immediately cease all activities under this agreement, unless expressly directed otherwise by OMAP in the notice of termination. Further, upon termination, CDRC shall deliver to OMAP all agreement documents, information, works-in-progress and other property that are or would be deliverables had the agreement been completed.
4. Indemnification

CDRC and OMAP shall be responsible exclusively with respect to their respective employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and Public Employees Retirement System contributions.

CDRC shall perform the services under this agreement as an independent contractor. CDRC and OMAP each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

5. Confidentiality of Records

The CDRC acknowledges and understands that the Social Security Act and its implementing Regulation No. 1 (42 U.S.C. 1306; 20 CFR 401) prohibit the unauthorized disclosure of information obtained in the administration of Social Security programs and make such disclosure a crime. Unauthorized disclosure of such information by the CDRC is prohibited. A breach in confidentiality of records will result in immediate termination of the agreement.

6. Coordinating Committee

A Coordinating Committee comprised of two representatives each from CDRC and OMAP is established. This committee will meet as needed to discuss coordination of services and/or to recommend revision of this agreement.

7. Written Notice

All notices regarding this agreement should be sent to the parties at the following addresses:

To OMAP: Contracts Officer
DHR Contracts Unit
500 Summer Street, 4th Floor
Salem, OR 97310

Agreement #51290
To OHSU: Contract Office  
Oregon Health Sciences University  
3930 SW Macadam Ave., Ste. 1040  
Portland, Oregon 97201

8. Merger Clause

THIS AGREEMENT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CDRC, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

VII. SIGNATURES

[Signature]  [Signature]  Date  Date
Child Development & Rehabilitative Center  David Bunnell  Senior Contract Office  
Oregon Health Sciences University  OHSU  
Administrator/Delegate

[Signature]  6/16/96  
Office of Medical Assistance Programs  Date  
Administrator/Delegate

Reviewed by Contracts Unit  4/24/96  
Initials  Date

Reviewed by Program Manager  8/17/96  
Initials  Date

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