

March 25, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Amendment #7 to a Revenue Agreement with Providence Health Plan, Providence Health Assurance and Providence Plan Partners

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| Purpose/Outcomes | Provides Clackamas County Health Centers Division (CCHCD) funding for providing behavioral healthcare services. |
| Dollar Amount and Fiscal Impact | Fee for service revenue agreement based on the number of clients reported in accordance with the fee schedule. This is a no maximum agreement. |
| Funding Source | No County funds. Fee for service revenue. |
| Duration | January 1, 2021 and has no expiration date. |
| Previous Board Action | Previous Board Action on October 18, 2018 Agenda item – A3: 101818-A3. |
| Strategic Plan Alignment | 1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities. |
| Counsel Review | 1. February 23, 2021 2. KR |
| Procurement Review | 1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. Original contract amount was direct procurement. |
| Contact Person | Deborah Cockrell, Health Center Director – 503-742-5495 |
| Contract No. | 646_07 |

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #7 to a Revenue agreement with Providence Health Plan, Providence Health Assurance and Providence Plan Partners. This amendment is to add Commercial and Medicare Lines of Business, Providence Signature, Providence Choice, Providence Extend PPO, Providence Intel-Connects Care, Providence Connect, Providence Health & Services Oregon Caregiver and Providence Medicare Behavioral Health Network Fee schedule.

There is no maximum dollar value assigned to this agreement as it is based on number of members assigned to CCHCD and the fee schedule. Amendment #7 is effective January 1, 2021 and has no expiration date. This agreement is retro-active due to receiving from Providence on February 19, 2021.

RECOMMENDATION:

Staff recommends approval of this amendment.

Respectfully submitted,



Rodney A. Cook, Interim Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

Clackamas.us/h3s

**AMENDMENT
TO THE
PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
PROVIDER AGREEMENT**

Effective January 1, 2021, the Provider Agreement between **PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS** ("Health Plan") and **Clackamas County Health Centers**, ("Agreement") is amended as follows:

Addition of the Commercial and Medicare Lines of Business, Providence Signature, Providence Choice, Providence Extend PPO, Providence Intel-Connected Care, Providence Connect (ProvConnect), Providence Health & Services Oregon Caregiver (PHS OR Caregiver) and Providence Medicare Behavioral Health Network Exhibit and Fee Schedule(s).

The Commercial and Medicare Lines of Business, Providence Signature, Providence Choice, Providence Extend PPO, Providence Intel-Connected Care, Providence Connect (ProvConnect), Providence Health & Services Oregon Caregiver (PHS OR Caregiver) and Providence Medicare Behavioral Health Network Exhibit and Fee Schedule(s) will be added to this Agreement and are attached to this Amendment.

Except as specifically provided by this Amendment, the Provider Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names by the undersigned officers, the same being duly authorized to do so.

CLACKAMAS COUNTY HEALTH CENTERS

**PROVIDENCE HEALTH PLAN, PROVIDENCE
HEALTH ASSURANCE AND PROVIDENCE PLAN
PARTNERS**

Signature

Signature

Print Name

Robert Gluckman, MD, MACP

Print Name

Title

Chief Medical Officer

Title

Date

Date

**PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
COMMERCIAL AND MEDICARE LINES OF BUSINESS
PROVIDENCE SIGNATURE NETWORK, PROVIDENCE CHOICE NETWORK, PROVIDENCE EXTEND PPO
NETWORK, PROVIDENCE INTEL-CONNECTED CARE NETWORK, PROVIDENCE CONNECT
(PROVCONNECT) NETWORK, PROVIDENCE HEALTH & SERVICES OREGON CAREGIVER (PHS OR
CAREGIVER) NETWORK AND PROVIDENCE MEDICARE NETWORK
EXHIBIT**

BEHAVIORAL HEALTH NETWORK

This Providence Signature, Providence Choice, Providence Extend PPO, Providence Intel-Connected Care, Providence Connect (ProvConnect), Providence Health & Services Oregon Caregiver (PHS OR Caregiver) and Providence Medicare Network Exhibit sets forth terms and conditions which are applicable to the Networks. Network Provider agrees to participate in the Networks as listed below:

COMMERCIAL NETWORKS

Providence Signature Network (Signature Network) is a Providence Health Plan provider network for Individual Members, large and small employer groups and Employer Sponsored Accounts (ASO) who have selected to purchase a Product offered by or administered by Providence Health Plan for themselves or for their employees. Signature Network is a network of Network Practitioners and Network Facilities contracted to provide services to Members that have chosen Providence Health Plan's Signature provider network.

Providence Choice Network (Choice Network) is a Providence Health Plan provider network for Individual Members, large and small employer groups and Employer Sponsored Accounts (ASO) who have selected to purchase a Product offered by or administered by Providence Health Plan for themselves or for their employees. Providence Choice Network is a network of Network Practitioners and Network Facilities contracted to provide services to Members that have chosen Providence Health Plan's Providence Choice provider network.

Providence Extend PPO Network (Extend PPO Network) is a Providence Health Plan provider network for Individual Members, large and small employer groups and Employer Sponsored Accounts (ASO) who have selected to purchase a Product offered by or administered by Providence Health Plan for themselves or for their employees. Providence Extend PPO Network is a network of Network Practitioners and Network Facilities contracted to provide services to Members that have chosen Providence Health Plan's Providence Extend PPO provider network.

Providence-Intel Connected Care Network (Connected Care Network) is a Providence Health Plan provider network specific for Intel Corporation and is offered by or administered by Providence Health Plan. Providence-Intel Connected Care (Connected Care) Network is a network of Network Practitioners and Network Facilities contracted to provide services to Intel Members that have chosen Providence Health Plan's Providence-Intel Connected Care (Connected Care) provider network. Connected Care is a patient centered medical home plan that utilizes the Connected Care Network.

Providence Connect Network (ProvConnect Network) is a Providence Health Plan provider network for Individual Members, large and small employer groups and Employer Sponsored Accounts (ASO) who have selected to purchase a Product offered by or administered by Providence Health Plan for themselves or for their employees. ProvConnect Network is a network of Network Practitioners and Network Facilities contracted to provide services to Members that have chosen Providence Health Plan's ProvConnect provider network. ProvConnect Care is a patient centered medical home plan that utilizes the ProvConnect Network.

Providence Choice, Intel-Connected Care and ProvConnect Network Providers (Network Provider) will provide coordinated Covered Services based upon the Member's proposed plan of treatment as directed by the designated patient centered medical home.

Providence Health & Services Oregon Caregiver Network (PHS OR Caregiver Network) is a Providence Health Plan provider network for Providence Health & Services Oregon caregivers (employees) and their families. PHS OR Caregiver Network is a network of Network Practitioners and Network Facilities contracted to provide services to Members that have chosen Providence Health Plan's PHS OR Caregiver provider network. The PHS OR Caregiver plan is a medical neighborhood with primary care and specialist partners working closely together in an integrated system of care. The PHS OR Caregiver plan requires PCP medical group assignment.

PHS OR Caregiver Network Provider (Network Provider) will provide coordinated Covered Services based upon the PHS OR Caregiver Member's proposed plan of treatment as directed by the assigned PCP medical group. The Member should only receive primary care services from their assigned PCP medical group. Primary care services provided by primary care medical group's other than the assigned PCP medical group will not be reimbursed as a Covered Service.

MEDICARE NETWORK

Providence Medicare Network (Medicare Network) is a Providence Health Assurance provider network for Medicare Members who have selected to purchase a Product offered by or administered by Providence Health Assurance. Medicare Network is a network of Network Practitioners and Network Facilities contracted to provide services to Members that have chosen Providence Health Assurance's Medicare provider network.

Providence Medicare Network Communications and Marketing. Network Provider shall remain neutral when assisting beneficiaries with enrollment decisions. Network Provider may distribute and/or make available Health Plan marketing materials as long as Network Provider distributes or makes available marketing materials for all health plans with which the Network Provider participates, if requested by other health plans.

SCOPE OF SERVICES

Network Provider is engaged to provide Covered Services to Members.

Network Provider is engaged only to provide Covered Services which Network Provider is professionally qualified to render.

The rates in this Exhibit are premised on services offered by Network Provider as of the inception of this Agreement. In the event Network Provider adds new services, Network Provider agrees to notify Health Plan within a reasonable time, 1) in order for Health Plan to determine whether such new services will be incorporated into current Agreement, and 2) to negotiate in good-faith the rates applicable to such new services.

PAYMENT FOR COVERED SERVICES

Health Plan will pay Network Provider for Covered Services at 100% of the allowed compensation, less any applicable Copayment, Coinsurance and Deductibles, in accordance with the fee schedule in this Exhibit. Member coinsurance and deductibles are calculated using the allowed compensation, not billed charges.

**PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
 COMMERCIAL AND MEDICARE LINES OF BUSINESS
 PROVIDENCE SIGNATURE NETWORK, PROVIDENCE CHOICE NETWORK, PROVIDENCE EXTEND PPO
 NETWORK, PROVIDENCE INTEL-CONNECTED CARE NETWORK, PROVIDENCE CONNECT
 (PROVCONNECT) NETWORK, PROVIDENCE HEALTH & SERVICES OREGON CAREGIVER (PHS OR
 CAREGIVER) NETWORK AND PROVIDENCE MEDICARE NETWORK
 EXHIBIT**

BEHAVIORAL HEALTH FEE SCHEDULE

EFFECTIVE DATE: JANUARY 1, 2021

PROVIDER TYPE: PSYCHIATRY MD/DO

| CPT CODE | RATE | CPT CODE | RATE |
|-----------------|-------------|-----------------|-------------|
| 90785 | \$16.00 | 96131 | \$119.00 |
| 90791 | \$217.00 | 96132 | \$141.00 |
| 90792 | \$218.00 | 96133 | \$108.00 |
| 90832 | \$89.00 | 96136 | \$50.00 |
| 90833 | \$75.00 | 96137 | \$50.00 |
| 90834 | \$147.00 | 96138 | \$42.00 |
| 90836 | \$99.00 | 96139 | \$42.00 |
| 90837 | \$173.00 | 96146 | \$8.00 |
| 90838 | \$134.00 | 99201 | \$70.00 |
| 90839 | \$147.00 | 99202 | \$128.00 |
| 90840 | \$73.00 | 99203 | \$134.00 |
| 90846 | \$182.00 | 99204 | \$176.00 |
| 90847 | \$137.00 | 99205 | \$305.00 |
| 90849 | \$49.00 | 99211 | \$40.00 |
| 90853 | \$80.00 | 99212 | \$66.00 |
| 90870 | \$190.00 | 99213 | \$83.00 |
| 90885 | \$52.00 | 99214 | \$129.00 |
| 90887 | \$76.00 | 99215 | \$226.00 |
| 96112 | \$216.00 | 99221 | \$108.00 |
| 96113 | \$104.00 | 99222 | \$168.00 |
| 96116 | \$133.00 | 99231 | \$45.00 |
| 96121 | \$102.00 | 99232 | \$76.00 |
| 96130 | \$156.00 | 99233 | \$107.00 |
| | | 99238 | \$75.00 |

TERMS AND CONDITIONS:

- Reimbursement will be at the allowed amount or billed charges, whichever is less.
- This Exhibit – Behavioral Health Fee Schedule will only cover the assigned licensed provider type. Other Provider types are not payable under this exhibit.
- Behavioral health services will be covered under this fee schedule and limited to the codes listed above.
- In the event a new CPT code replaces one of the codes listed above, Health Plan may retrofit the fee schedule with the new CPT code.
- For any other Commercial Network, if there is no separate Fee Schedule, Network Provider will be reimbursed in accordance with the terms of this Fee Schedule and the Member’s benefits.

**PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
COMMERCIAL AND MEDICARE LINES OF BUSINESS
PROVIDENCE SIGNATURE NETWORK, PROVIDENCE CHOICE NETWORK, PROVIDENCE EXTEND PPO
NETWORK, PROVIDENCE INTEL-CONNECTED CARE NETWORK, PROVIDENCE CONNECT
(PROVCONNECT) NETWORK, PROVIDENCE HEALTH & SERVICES OREGON CAREGIVER (PHS OR
CAREGIVER) NETWORK AND PROVIDENCE MEDICARE NETWORK
EXHIBIT**

BEHAVIORAL HEALTH FEE SCHEDULE

EFFECTIVE DATE: JANUARY 1, 2021

PROVIDER TYPE: PSYCHIATRY NP

| CPT CODE | RATE | CPT CODE | RATE |
|-----------------|-------------|-----------------|-------------|
| 90785 | \$16.00 | 96131 | \$119.00 |
| 90791 | \$217.00 | 96132 | \$141.00 |
| 90792 | \$218.00 | 96133 | \$108.00 |
| 90832 | \$89.00 | 96136 | \$50.00 |
| 90833 | \$75.00 | 96137 | \$50.00 |
| 90834 | \$147.00 | 96138 | \$42.00 |
| 90836 | \$99.00 | 96139 | \$42.00 |
| 90837 | \$173.00 | 96146 | \$8.00 |
| 90838 | \$134.00 | 99201 | \$70.00 |
| 90839 | \$147.00 | 99202 | \$128.00 |
| 90840 | \$73.00 | 99203 | \$134.00 |
| 90846 | \$182.00 | 99204 | \$176.00 |
| 90847 | \$137.00 | 99205 | \$305.00 |
| 90849 | \$49.00 | 99211 | \$40.00 |
| 90853 | \$80.00 | 99212 | \$66.00 |
| 90870 | \$190.00 | 99213 | \$83.00 |
| 90885 | \$52.00 | 99214 | \$129.00 |
| 90887 | \$76.00 | 99215 | \$226.00 |
| 96112 | \$216.00 | 99221 | \$108.00 |
| 96113 | \$104.00 | 99222 | \$168.00 |
| 96116 | \$133.00 | 99231 | \$45.00 |
| 96121 | \$102.00 | 99232 | \$76.00 |
| 96130 | \$156.00 | 99233 | \$107.00 |
| | | 99238 | \$75.00 |

TERMS AND CONDITIONS:

- Reimbursement will be at the allowed amount or billed charges, whichever is less.
- This Exhibit – Behavioral Health Fee Schedule will only cover the assigned licensed provider type. Other Provider types are not payable under this exhibit.
- Behavioral health services will be covered under this fee schedule and limited to the codes listed above.
- In the event a new CPT code replaces one of the codes listed above, Health Plan may retrofit the fee schedule with the new CPT code.
- For any other Commercial Network, if there is no separate Fee Schedule, Network Provider will be reimbursed in accordance with the terms of this Fee Schedule and the Member’s benefits.

**PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
COMMERCIAL AND MEDICARE LINES OF BUSINESS
PROVIDENCE SIGNATURE NETWORK, PROVIDENCE CHOICE NETWORK, PROVIDENCE EXTEND PPO
NETWORK, PROVIDENCE INTEL-CONNECTED CARE NETWORK, PROVIDENCE CONNECT
(PROVCONNECT) NETWORK, PROVIDENCE HEALTH & SERVICES OREGON CAREGIVER (PHS OR
CAREGIVER) NETWORK AND PROVIDENCE MEDICARE NETWORK
EXHIBIT**

BEHAVIORAL HEALTH FEE SCHEDULE

EFFECTIVE DATE: JANUARY 1, 2021

PROVIDER TYPE: LP

| CPT CODE | RATE | CPT CODE | RATE |
|-----------------|-------------|-----------------|-------------|
| 90785 | \$7.00 | 96112 | \$208.00 |
| 90791 | \$111.00 | 96113 | \$101.00 |
| 90792 | \$111.00 | 96116 | \$130.00 |
| 90832 | \$61.00 | 96121 | \$99.00 |
| 90833 | \$50.00 | 96130 | \$151.00 |
| 90834 | \$96.00 | 96131 | \$115.00 |
| 90836 | \$78.00 | 96132 | \$53.00 |
| 90837 | \$105.00 | 96133 | \$51.00 |
| 90838 | \$91.00 | 96136 | \$49.00 |
| 90839 | \$79.00 | 96137 | \$49.00 |
| 90840 | \$7.00 | 96138 | \$31.00 |
| 90846 | \$97.00 | 96139 | \$31.00 |
| 90847 | \$97.00 | 96146 | \$6.00 |
| 90849 | \$43.00 | 99221 | \$42.00 |
| 90853 | \$44.00 | 99222 | \$126.00 |
| 90870 | \$146.00 | 99231 | \$29.00 |
| 90885 | \$46.00 | 99232 | \$53.00 |
| 90887 | \$54.00 | 99233 | \$76.00 |
| | | 99238 | \$53.00 |

TERMS AND CONDITIONS:

- Reimbursement will be at the allowed amount or billed charges, whichever is less.
- This Exhibit – Behavioral Health Fee Schedule will only cover the assigned licensed provider type. Other Provider types are not payable under this exhibit.
- Behavioral health services will be covered under this fee schedule and limited to the codes listed above.
- In the event a new CPT code replaces one of the codes listed above, Health Plan may retrofit the fee schedule with the new CPT code.
- For any other Commercial Network, if there is no separate Fee Schedule, Network Provider will be reimbursed in accordance with the terms of this Fee Schedule and the Member’s benefits.

**PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
 COMMERCIAL AND MEDICARE LINES OF BUSINESS
 PROVIDENCE SIGNATURE NETWORK, PROVIDENCE CHOICE NETWORK, PROVIDENCE EXTEND PPO
 NETWORK, PROVIDENCE INTEL-CONNECTED CARE NETWORK, PROVIDENCE CONNECT (PROVCONNECT)
 NETWORK, PROVIDENCE HEALTH & SERVICES OREGON CAREGIVER (PHS OR CAREGIVER) NETWORK
 AND PROVIDENCE MEDICARE NETWORK
 EXHIBIT**

BEHAVIORAL HEALTH FEE SCHEDULE

EFFECTIVE DATE: JANUARY 1, 2021

PROVIDER TYPE: MA

| CPT CODE | RATE | CPT CODE | RATE |
|-----------------|-------------|-----------------|-------------|
| 90785 | \$4.00 | 96112 | \$131.00 |
| 90791 | \$93.00 | 96113 | \$59.00 |
| 90792 | \$93.00 | 96116 | \$90.00 |
| 90832 | \$50.00 | 96121 | \$80.00 |
| 90833 | \$33.00 | 96130 | \$121.00 |
| 90834 | \$74.00 | 96131 | \$78.00 |
| 90836 | \$63.00 | 96132 | \$31.00 |
| 90837 | \$81.00 | 96133 | \$28.00 |
| 90838 | \$84.00 | 96136 | \$37.00 |
| 90839 | \$81.00 | 96137 | \$34.00 |
| 90840 | \$5.00 | 96138 | \$31.00 |
| 90846 | \$83.00 | 96139 | \$31.00 |
| 90847 | \$83.00 | 96146 | \$3.00 |
| 90849 | \$42.00 | 99221 | \$32.00 |
| 90853 | \$43.00 | 99222 | \$103.00 |
| 90870 | \$128.00 | 99231 | \$24.00 |
| 90885 | \$37.00 | 99232 | \$45.00 |
| 90887 | \$46.00 | 99233 | \$64.00 |
| | | 99238 | \$45.00 |

TERMS AND CONDITIONS:

- Reimbursement will be at the allowed amount or billed charges, whichever is less.
- This Exhibit – Behavioral Health Fee Schedule will only cover the assigned licensed provider type. Other Provider types are not payable under this exhibit.
- Behavioral health services will be covered under this fee schedule and limited to the codes listed above.
- In the event a new CPT code replaces one of the codes listed above, Health Plan may retrofit the fee schedule with the new CPT code.
- For any other Commercial Network, if there is no separate Fee Schedule, Network Provider will be reimbursed in accordance with the terms of this Fee Schedule and the Member’s benefits.

**PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN
PARTNERS
MEDICARE LINE OF BUSINESS
PROVIDENCE MEDICARE NETWORK EXHIBIT**

**PROVIDENCE HEALTH ASSURANCE
MEDICARE ADVANTAGE COMPLIANCE PROVISIONS**

CMS requires that specific terms and conditions be incorporated into the Agreement between a Medicare Advantage Organization or First Tier Entity and a First Tier Entity or Downstream Entity to comply with the Medicare laws, regulations, and CMS instructions, including, but not limited to, the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Pub. L. No. 108-173, 117 Stat. 2066 (“MMA”); and

Except as provided herein, all other provisions of the Agreement between Providence Health Assurance (a Medicare Advantage Health Plan, hereafter “PHA” or “MA organization”) and Network Provider not inconsistent herein shall remain in full force and effect. This Exhibit shall supersede and replace any inconsistent provisions to such Agreement; to ensure compliance with required CMS provisions, and shall continue concurrently with the term of such Agreement.

NOW, THEREFORE, the parties agree as follows:

Definitions:

Centers for Medicare and Medicaid Services (“CMS”): the agency within the Department of Health and Human Services that administers the Medicare program.

Completion of Audit: completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.

Downstream Entity: any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the MA benefit, below the level of the arrangement between an MA organization (or applicant) and a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

Final Contract Period: the final term of the contract between CMS and the Medicare Advantage Organization.

First Tier Entity: any party that enters into a written arrangement, acceptable to CMS, with an MA organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program.

Medicare Advantage (“MA”): an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

Medicare Advantage Organization (“MA organization”): a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.

Member or Enrollee: a Medicare Advantage eligible individual who has enrolled in or elected coverage through a Medicare Advantage Organization.

Provider: (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

Related entity: any entity that is related to the MA organization by common ownership or control and (1) performs some of the MA organization's management functions under contract or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to the MA organization at a cost of more than \$2,500 during a contract period.

Required Provisions:

First Tier or Downstream Entity agrees to the following:

1. HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the first tier, downstream, and entities related to CMS' contract with [Entity Name], (hereinafter, "MA organization") through 10 years from the final date of the final contract period of the contract entered into between CMS and the MA organization or from the date of completion of any audit, whichever is later. [42 C.F.R. §§ 422.504(i)(2)(i) and (iv)]
2. HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any records under paragraph 1 of this amendment directly from any first tier, downstream, or related entity. For records subject to review under paragraph 1, except in exceptional circumstances, CMS will provide notification to the MA organization that a direct request for information has been initiated. [42 C.F.R. §§ 422.504(i)(2)(ii) and (iii)]
3. First Tier or Downstream Entity will comply with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118]
4. Enrollees will not be held liable for payment of any fees that are the legal obligation of the MA organization. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
5. For all enrollees eligible for both Medicare and Medicaid, enrollees will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Providers will be informed of Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid. First Tier or Downstream Entity may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Providers will: (1) accept the MA plan payment as payment in full, or (2) bill the appropriate State source. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
6. Any services or other activity performed in accordance with a contract or written agreement by First Tier or Downstream Entity are consistent and comply with the MA organization's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)]
7. Contracts or other written agreements between the MA organization and providers or between first tier and downstream entities must contain a prompt payment provision, the terms of which are developed and agreed to by the contracting parties. The MA organization is obligated to pay contracted providers under the terms of the contract between Providence Health Assurance and the provider. [42 C.F.R. §§ 422.520(b)(1) and (2)]
 - a) Health Plan shall pay ninety-five percent (95%) of Clean Claims within 30 days of receipt.
 - b) Health Plan will investigate and seek resolution for any Clean Claim not paid within 30 days upon Network Provider request
8. Network Provider and any related entity, contractor or subcontractor will comply with all applicable Medicare laws, regulations, and CMS instructions. [42 C.F.R. §§ 422.504(i)(4)(v)]
9. If any of the MA organization's activities or responsibilities under its contract with CMS are delegated to any first tier, downstream and related entity:
 - (i) The delegated activities and reporting responsibilities will be specified as follows:

INTENTIONALLY LEFT BLANK. NETWORK PROVIDER HAS NO DELEGATED ACTIVITIES UNDER THIS AGREEMENT..
 - (ii) CMS and the MA organization reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where CMS or the MA organization determine that such parties have not performed satisfactorily.

- (iii) The MA organization will monitor the performance of the parties on an ongoing basis.
- (iv) The credentials of medical professionals affiliated with the party or parties will be either reviewed by the MA organization or the credentialing process will be reviewed and approved by the MA organization and the MA organization must audit the credentialing process on an ongoing basis.
- (v) If the MA organization delegates the selection of providers, contractors, or subcontractor, the MA organization retains the right to approve, suspend, or terminate any such arrangement. [42 C.F.R. §§ 422.504(i)(4) and (5)]

In the event of a conflict between the terms and conditions above and the terms of a related agreement, the terms above control.

March 25, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to a Contract with Northwest Family Services for
Culturally Specific Go Team in Response to the COVID-19 Pandemic

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| Purpose/Outcomes | Contractor shall staff and deploy a culturally specific Go Team into Latinx communities within Clackamas County. |
| Dollar Amount and Fiscal Impact | Amendment value is \$179,130, increasing the Contract's maximum value to \$316,175. |
| Funding Source | No County General Funds are involved. Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding, the State of Oregon, Oregon Health Authority. |
| Duration | Effective February 1, 2021 and terminates on June 30, 2021. |
| Previous Board Action | County Administrator approved the contract October 1, 2020. |
| Counsel Review | Reviewed and approved February 24, 2021 (KR) |
| EOC Review | Reviewed and approved February 26, 2021 |
| Procurement Review | Was this item processed through Procurement? Yes. Procurement authorized Division creation and execution of the initial Contract |
| Strategic Plan Alignment | 1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities. |
| Contact Person | Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305 |
| Contract No. | 9877 |

BACKGROUND:

The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department requests the approval of an Amendment to a Contract with Northwest Family Services that provides a culturally specific Go Team for Latinx communities within Clackamas County to provide emotional and practical support to individuals impacted by the COVID-19 pandemic that was approved under the emergency declaration.

The COVID-19 pandemic is having a disproportionate impact on communities of color and vulnerable population, including older adults, in particular in terms of higher rates of COVID-19 illness and mortality. In addition to the physical health impacts, the Oregon Health Authority and local counties are seeing a surge in mental health and substance use treatment needs

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caused by the pandemic. This only further deepens the overall health and related economic health disparities for these communities across the state and with Clackamas County. Also identified is a surge in individuals who may never have previously sought treatment for behavioral health concerns now seeking support for needs such as anxiety, depression, and substance misuse.

Emergency funding was allocated, through the Coronavirus Aid, Relief, and Economic Security (CARES) Act to enhance behavioral health services for individuals impacted by COVID-19, with a focus on communities of color and vulnerable populations, specifically older adults. The funds are to be used to focus on crisis and recovery services, emotional support line capacity, outreach and engagement and access to treatment services. BHD is utilizing funds to contract with community-based organizations to establish culturally specific Go Teams. These Go Teams will follow the model developed by BHD.

CARES Act funds expired December 30, 2020, but the term of use of the funds was extended by the Oregon Authority through an Administrative Memo issued January 28, 2021, and was accepted by the County Administrator February 8, 2021. Use of CARES Act funds is authorized through June 30, 2021.

This Amendment, with a value of \$179,130, is effective February 1, 2021 and terminates June 30, 2021.

RECOMMENDATION:

Staff recommends approval of this Amendment.

Respectfully submitted,



Rodney A. Cook, Interim Director
Health, Housing & Human Services Department

Contract Amendment #01
Clackamas County, acting through its Health, Housing, and Human Services Department,
Behavioral Health Division

H3S Contract Number: 9877

Board Agenda Number: _____

and Board date: _____

Division: Behavioral Health

Amendment No. 01

Contractor: Northwest Family Services

Amendment Requested By: Mary Rumbaugh, Director, Behavioral Health Division

Changes:

Scope of Services
 Contract Term

Contract Budget/Compensation
 Other _____

This Amendment #01 is entered into between Northwest Family Services (“Contractor”), and Clackamas County, acting through its Health, Housing and Human Services Department, Behavioral Health Division (“County”) and shall become part of the contract entered into between both parties on October 1, 2020 (“Contract”), as amended.

Justification for Amendment:

This Contract provides a culturally specific Go Team for Latinx communities within Clackamas County to provide emotional and practical support to individuals impacted by COVID-19.

This Amendment #01 **extends the term of the Contract through June 30, 2021**. The County accepted authorization to extend the term of use of Coronavirus Aid, Relief, and Economic Security (CARES) Act funds. CARES Act funds awarded originally expired December 30, 2020, however the term of use was extended through June 30, 2021 by an Administrative Memo from Oregon Health Authority.

Compensation of this Contract is **increased by \$179,130.00** for the additional months of services. The **new maximum value of the Contract is \$316,175.00**.

This Amendment #01 is effective **February 1, 2021** and continues through **June 30, 2021**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with ***“bold/italic”*** font for easy reference.

AMEND Article I. Section 1 of the Contract:

1. **Effective Date and Duration.** This Contract shall become effective October 1, 2020. Unless earlier terminated or extended, this Contract shall **expire on December 30, 2020.**

TO READ:

1. **Effective Date and Duration.** This Contract shall become effective October 1, 2020. Unless earlier terminated or extended, this Contract shall **expire on June 30, 2021.**

AMEND Article I. Section 3 of the Contract:

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred thirty-seven thousand forty-five dollars (\$137,045.00)**, for accomplishing the Work required by this Contract. Consideration rates are in accordance with the rates and costs specified in **Exhibit D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.

TO READ:

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **three hundred sixteen thousand one hundred seventy-five dollars (\$316,175.00)**, for accomplishing the Work required by this Contract. Consideration rates are in accordance with the rates and costs specified in **Exhibit D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.

AMEND Exhibit B, Scope of Work, Data Collection and Required Reporting Section of the Contract:

Data Collection and Required Reporting

- Number of community events
- Date and location of events
- Total Count of number of contacts at each event including:
 - Numbers served by ethnicity (to the extent practicable)
 - Numbers served whose primary language is not English
 - Number of seniors served
- Number of resource materials distributed
 - ✓ Tip sheets
 - ✓ Go Team Cards
 - ✓ Resource Sheet
- Services provided due to referral / connection from contact tracing: Yes/No
- Total amount expended
 - ✓ Amount spent on administrative expenses;

- ✓ Amount spent on budgeted personnel and services diverted to a substantially different use;
- ✓ Amount spent on medical expenses; and
- ✓ Amount spent on items not listed above.

One report is due for the period of October 1, 2020 – December 30, 2020 using the template provided by County.

Contractor shall submit report electronically to BHContractReporting@clackamas.us and maryrum@clackamas.us, no later than January 4, 2021.

TO READ:

Data Collection and Required Reporting

- Number of community events
- Date and location of events
- Total Count of number of contacts at each event including:
 - Numbers served by ethnicity (to the extent practicable)
 - Numbers served whose primary language is not English
 - Number of seniors served
- Number of resource materials distributed
 - ✓ Tip sheets
 - ✓ Go Team Cards
 - ✓ Resource Sheet
- Services provided due to referral / connection from contact tracing: Yes/No
- Total amount expended
 - ✓ Amount spent on administrative expenses;
 - ✓ Amount spent on budgeted personnel and services diverted to a substantially different use;
 - ✓ Amount spent on medical expenses; and
 - ✓ Amount spent on items not listed above.

Two reports are required, one for the period of October 1, 2020 – December 30, 2020 and the second for the period of February 1 – June 30, 2021, using the template provided by County.

Contractor shall submit reports electronically to BHContractReporting@clackamas.us and maryrum@clackamas.us, no later than January 4, 2021 for the first and July 4, 2021 for the second report.

AMEND Exhibit D, Compensation, Sections 1 and 2, of the Contract:

1. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$137,045.00**.

Contractor shall be compensated in accordance with the project budget below.

| PROJECT BUDGET | | | | |
|----------------------|-----------------|------------------|------------------|------------------|
| Category | Initial Payment | November Payment | December Payment | Totals |
| Personnel costs | \$32,757 | \$32,757 | \$32,757 | \$98,271 |
| Other direct costs | \$24,638 | \$838 | \$838 | \$26,314 |
| Administrative costs | \$5,740 | \$3,360 | \$3,360 | \$12,460 |
| Totals | \$63,135 | \$36,955 | \$36,955 | \$137,045 |

- Contractor, upon full execution of the Contract, shall invoice County for the initial payment identified in the project budget above.

Contractor shall submit invoices by the 10th of November and December 2020, for payment amounts identified in the project budget.

The funds provided through this Contract are subject to settlement. Any funds not expended by December 30, 2020, for project activities occurring between October 1 and December 30, 2020, shall be returned to County no later than January 28, 2021.

If Contractor fails to present invoices in proper form by December 30, 2020, Contractor waives any rights to present such invoices thereafter and to receive payment therefor.

All invoices shall be sent by email or mail to:

BHAP@clackamas.us

Clackamas County Behavioral Health Division
 Accounts Payable
 2051 Kaen Road, Suite #154
 Oregon City, Oregon 97045

When submitting electronically, designate Contractor name and Contract #9877 in the subject of the email.

TO READ:

- Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$316,175.00**.

Contractor shall be compensated in accordance with the project budget tables below.

| PROJECT BUDGET | | | | |
|----------------------|-----------------|------------------|------------------|------------------|
| Category | Initial Payment | November Payment | December Payment | Totals |
| Personnel costs | \$32,757 | \$32,757 | \$32,757 | \$98,271 |
| Other direct costs | \$24,638 | \$838 | \$838 | \$26,314 |
| Administrative costs | \$5,740 | \$3,360 | \$3,360 | \$12,460 |
| Totals | \$63,135 | \$36,955 | \$36,955 | \$137,045 |

| PROJECT BUDGET | | | | | | |
|----------------------|------------------|-----------------|-----------------|-----------------|-----------------|------------------|
| Category | February Payment | March Payment | April Payment | May Payment | June Payment | Totals |
| Personnel costs | \$31,000 | \$31,000 | \$31,000 | \$31,000 | \$31,000 | \$155,000 |
| Other direct costs | \$1,569 | \$1,569 | \$1,569 | \$1,569 | \$1,569 | \$7,845 |
| Administrative costs | \$3,257 | \$3,257 | \$3,257 | \$3,257 | \$3,257 | \$16,285 |
| Totals | \$35,826 | \$35,826 | \$35,826 | \$35,826 | \$35,826 | \$179,130 |

- Contractor, upon full execution of the Contract, shall invoice County for the initial payment identified in the project budget above.

Contractor shall submit invoices by the 10th of November and December 2020 *and February through June 2021*, for payment amounts identified in the project budget.

The funds provided through this Contract are subject to settlement. Any funds not expended by *June 30, 2021*, for project activities occurring between October 1, 2020 *and June 30, 2021*, shall be returned to County no later than *July 28, 2021*.

If Contractor fails to present invoices in proper form by *June 30, 2021*, Contractor waives any rights to present such invoices thereafter and to receive payment therefor.

All invoices shall be sent by email or mail to:

BHAP@clackamas.us

Clackamas County Behavioral Health Division
 Accounts Payable
 2051 Kaen Road, Suite #154
 Oregon City, Oregon 97045

When submitting electronically, designate Contractor name and Contract #9877 in the subject of the email.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

CONTRACTOR NAME

**COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS**

Rose Fuller 3/11/2021
Authorized Signature Date

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Rose Fuller Executive Director
Name / Title (Printed)

170100-18
Oregon Business Registry #

Tootie Smith, Chair Date

Domestic Nonprofit Corporation / Oregon
Entity Type / State of Formation

Approved as to form:

Kathleen Rastetter via email February 24, 2021
County Counsel Date

March 25, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the City of Portland
to access and use the Homeless Management Information System

| | |
|--|--|
| Purpose/ Outcome | This is a new IGA with the City of Portland, Portland Housing Bureau (PHB) for annual licensing and servicing for the Wellsky software used as our local Homeless Management Information System (HMIS). An active HMIS is a requirement for programs funded through HUD. |
| Dollar Amount and Fiscal Impact | The cost of use of the HMIS will not exceed \$100,000 over a 5 year period. No County General Funds are included in this Agreement. |
| Funding Source | HUD - Continuum of Care, Emergency Solutions Grant & Emergency Solutions Grant Covid 1 & 2 funding. |
| Duration | September 1, 2019 to August 31, 2024 |
| Previous Board Action/ Review | BCC approved an IGA with PHB on March 20, 2014 which began on "September 2, 2014 and remain in-force until revoked in writing with 30 days advanced written notice". Agreement #30004593. |
| Strategic Plan Alignment | Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities. |
| County Review | The Sub-recipient agreement was reviewed and approved by County Counsel (AN) on January 28, 2021. |
| Procurement Review | <ol style="list-style-type: none"> 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Item is an IGA, and there was a statewide procurement process to initially identify the most appropriate HMIS nearly 15 years ago. It is cost prohibitive to explore changing the HMIS. |
| Contact Person | Pamela Anderson / Community Development Division |
| Contract No. | 10051 |

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement with the City of Portland, Portland Housing Bureau (PHB) for access and use of the Homeless Management Information Systems (HMIS).

Clackamas County has held a contract with the PHB for over 15 years.

PROJECT OVERVIEW: Use of the HMIS is required for programs using HUD Continuum of Care (CoC), HUD Emergency Solutions Grant (ESG), and COVID ESG (1 & 2) funding to track program participation and outcomes.

- CoC currently receives \$2.9 million grant dollars from HUD for 17 programs.
- HUD ESG funding of \$100,000 for 2 programs.
- HUD Covid-19:
 - ESG Covid 1 - \$558,500 for 4 programs, &
 - ESG Covid 2 - \$2.3 million for 5 programs.

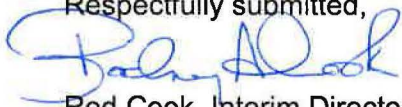
Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

RECOMMENDATION: We recommend the approval of this IGA and that Rod Cook, Interim H3S Director, be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Rod Cook, Interim Director
Health, Housing Human Services

Attached: Intergovernmental Agreement with Portland Housing Bureau and Clackamas County for the Housing Management Information System.

Intergovernmental Agreement
between
Portland Housing Bureau No. 30007185
and
Clackamas County No. _____

This Intergovernmental Agreement (this "Agreement") is entered into by and between the City of Portland, Portland Housing Bureau (hereinafter referred to as "the City" or "PHB") and "Clackamas County" (hereinafter referred to as "CC").

This Agreement is authorized pursuant to ORS 190.110 and City of Portland Ordinance No. 182211 and is effective upon execution by both parties ("Effective Date"). The parties acknowledge and approve of CC's use of the Community Service Software, defined below, beginning on 09/01/2019 through the Effective Date. CC has previously tendered payment of all fees associated with its use of the Community Service Software prior to the Effective Date of this Agreement.

Recitals

- A. PHB, under federal mandate from the U.S. Department of Housing and Urban Development ("HUD") has implemented a Homeless Management Information System ("HMIS") for the Portland/Multnomah County Continuum of Care.
- B. After participating in a statewide RFP process, PHB selected ServicePoint software from vendor Bowman Systems, LLC of Shreveport, LA.
- C. PHB entered into an agreement with Bowman Systems, LLC, currently operating as WellSky, Inc. on September 2, 2004, to license Community Services (formerly known as ServicePoint) software ("Community Services Software") in order to promote PHB's goal of implementing an HMIS.
- D. CC would like to utilize the agreement between PHB and WellSky, Inc., ("Community Services Software Licensor") to purchase Community Services Software licenses for CC's implementation of an appropriate integrated client database.
- E. PHB enters into this Agreement to permit CC to use PHB's implementation of the Community Services Software.
- F. PHB has authority to permit CC to use the Community Services Software. PHB also has authority to permit CC to allow its participating service provider agencies to use the Community Service Software.
- G. CC is the HMIS Lead for a local Continuum of Care ("COC") and has executed an MOU with that Continuum of Care leadership per HUD requirements, attached hereto as Exhibit A.

- H. CC is responsible to provide administration and user licenses for those users covered by CC.
- I. CC is responsible for the costs of user licenses for those users covered by CC.
- J. CC enters into its own agreements with its participating service provider agencies (“Agency Agreements”) and with its end users (“End User Participation Agreements”) under CC for use of the Community Services Software.
- K. CC is responsible for compliance with all HUD HMIS governance requirements and other applicable federal and state funder participation requirements with respect to CC’s HMIS implementation.

Agreement to use Community Services Software for jurisdiction covered by CC

1. Costs:

A. Subject to the maximum compensation set forth in Section 9, CC shall pay the following annual licensing and support fees and one time fees (the “Fees”) to PHB for use of the Community Services Software:

| | | |
|--|--|-----------|
| Community Services Software Standard Access | Annual Fee | \$2500.00 |
| Renewal licenses: License costs, PHB System Administration Annual Planning and Support | Annual Fee per user | \$ 250.00 |
| Community Services Software License Purchase | One Time Fee per user | \$200.00 |
| ART Ad Hoc License | Annual Fee per AdHoc user | \$200.00 |
| ART Report Viewer License | Annual Fee per Viewer user | \$100.00 |
| Community Services Software Annual Support/Access | Annual Fee per user | \$261.00 |
| Optional Community Services Software Customization/Training | Per Hour | \$TBD |
| Optional System Administration | Annual Fee | \$TBD |
| Eligibility Module | Annual Fee | \$2500.00 |
| CallPoint Module | Annual Fee | 2500.00 |
| Shared Software & Services Fees | Annual Fee - calculated rate for 19/20 8.42% | \$3212.23 |
| Optional Additional Services upon request | TBD | \$TBD |

B. CC shall pay all invoices net 30 days from receipt of invoice. For Fiscal Year 2020/2021 and thereafter, PHB shall provide CC one invoice for all license and support fees payable by CC.

C. The license and support fees payable by CC may be updated annually by PHB providing CC a written notice containing the updated annual fees. Fee increases shall not exceed 7.5% per year, unless otherwise agreed to by the parties by amendment to this Agreement.

2. User Licenses:

- A. PHB shall assign no more than 3 "System Administrator 1" license(s) for CC, with rights to provide administration and assign user licenses to service provider agencies or Continuum of Care organizations under CC.
- B. CC shall identify and approve any System Administrator 1, as defined by applicable HUD regulations, users.
- C. Assignment and management of user licenses shall be responsibility of CC, with support of PHB administrators, or someone so designated in writing.
- D. CC may purchase additional Community Services Software licenses upon request to PHB.
- E. CC is responsible for entering into all required end user license agreements with the Community Services Software Licensor.

3. Project Management

- A. PHB and CC shall have separate project managers, each responsible for their jurisdiction or Continuum of Care, who regularly communicate and coordinate implementation of the Community Services Software throughout the Agreement Term, as defined below.
- B. Decisions directly or indirectly affecting the implementation of the Community Services Software shall be made jointly by the project managers and/or the Northwest Social Service Connections (NWSSC) Oversight Committee (the "Oversight Committee"). CC will be allowed one (1) voting representative on the Oversight Committee.
- C. The PHB and CC project managers shall carry out joint project management duties including, but not limited to the following:
 - 1. Communicate and coordinate Community Services Software updates and upgrades to service provider agencies and maintain the Community Services Software training site.
 - 2. Plan and implement long term technical support for service provider agencies serving clients in multiple jurisdictions or Continua of Care.
 - 3. Ensure Community Services Software compliance with HMIS data and technical standards as required by HUD, the U.S. Department of Health and Human Services ("HHS"), and the U.S. Department of Veterans Affairs ("VA").

4. Align Community Services Software implementation with national best practices.

- D. Designated Project Managers: Each party has designated a staff person to be the project manager for this project. All reports, notices and other communications required or relating to this Agreement shall be directed to the following project manager:

PHB

Project Manager: Wendy Smith
Address: 421 SW 6th Avenue, Suite 500
Portland, OR 97204
Phone: 503-823-2386
Fax: 503-823-2387
Email: wendy.smith@portlandoregon.gov

COC OR-507

COC Manager: Abby Ahern, HMIS & CoC Lead
Address: 2051 Kaen Rd #245
Oregon City, OR 97045
Phone: 503-650-5663
Email: AbbyAhe@clackamas.us

CC HMIS Lead

Project Manager: Abby Ahern, HMIS & CoC Lead
Address: 2051 Kaen Rd #245
Oregon City, OR 97045
Phone: 503-650-5663
Email: AbbyAhe@clackamas.us

4. User support and Training

- A. CC shall be responsible for CC's compliance with the HMIS data standards baseline data collection requirements developed by HUD, HHS, and VA, including but not limited to Project Descriptor Data Elements, Universal Data Elements, Program-Specific Data Elements, HMIS Privacy and Security Standards, HMIS Governance Notice, HMIS Privacy and Security Notice, and HMIS Data Quality and Functionality Notice.
- B. CC shall be responsible for user support and training for its participating service agency providers and their end users.
- C. CC shall dedicate staff to train its respective participating service provider agencies in tasks, including but not limited to the following:
1. Coordinate training logistics (scheduling locations, trainers, registrations, etc.).

2. Provide ongoing training for service provider agencies with staff turnover and when updates are made to the system.
 3. Distribute training updates as new Community Services Software versions are released.
- D. CC shall dedicate staff for user support of their respective participating service provider agencies, which include, but are not limited to the following tasks:
1. On-site and remote coaching assistance for end users, as needed.
 2. Day-to-day system support for end users via telephone and/or on-site training.
 3. Maintain data quality, including contacting service provider agencies to correct or complete data entries.

5. System Administration

- A. PHB shall dedicate staff for system administration with direct access and given rights to all data, including but not limited to Project Descriptor Data Elements, Universal Data Elements, Program-Specific Data Elements, and locally developed data elements contained within the Community Services Software database for all service agency providers, end users and clients.
- B. PHB shall solely manage all vendor relations, work orders, software upgrades, or any other work related to technical maintenance of the Community Services Software database.
- C. PHB shall develop a data archive plan to be implemented annually on the Community Services Software database. This plan will exclude archiving of data related to active clients or clients active in the most recent 7 years.
- D. CC shall dedicate staff for system administration with direct access and given rights to all respective data for its participating service agency providers, their end users, and their client's data entered into the Community Services Software database.

E. Data Security/Privacy

- 1. CC shall develop Agency Agreements and End User Participation Agreements that are no less restrictive than the agreements PHB requires CC to enter into for the HMIS program.
- 2. All users, including System Administrators, must sign user agreements with CC that contain data security and confidentiality requirements that are no less restrictive than the data security and confidentiality agreements PHB requires CC to enter into for the HMIS program. CC's agreements must contain provisions including but not limited to, verifying that the user will prohibit access by nonusers to client or user records.
- 3. CC shall require System Administrators to respect the funding/contractual relationship and subsequent data/training needs of their respective service provider agencies/grantees.
- 4. Both PHB and CC acknowledge that they have access to aggregate data of those service agency providers below them in the Community Services Software tree structure. Furthermore, the parties acknowledge that certain minimum client information will be shared with service agency providers through the Community Services Software in order to avoid creating duplicate client records.

5. CC shall ensure that all System Administrators undergo criminal background checks and shall provide evidence of such background checks to PHB upon PHB's request.
6. CC shall comply with and require all of its System Administrators to comply with and enforce all HUD requirements of HMIS and comparable databases. CC shall enter into all agreements necessary to comply with HUD and program requirements.
7. PHB and CC shall develop a schedule and procedure for CC to provide PHB regular audit reports of System Administrators to ensure data security and the protection of personally identifiable information.

E. Data Quality

1. PHB and CC shall dedicate staff for the purpose of data quality for their respective service provider agencies.
2. Each party's staff shall:
 - Analyze data within the Community Services Software.
 - Communicate data issues to service provider agency system administrators.
 - Design and implement quality assurance mechanisms.
 - Design and run aggregate and audit reports.
 - Ensure the overall data quality for compliance with federal, state and local funders.
3. System-wide changes to assessments, pick lists and vendor configurations must be reviewed and pre-approved by the PHB System Administrator and may require review by the Oversight Committee.

6. Limitation of Liability; Warranty Disclaimer

Data provided by CC and the services provider agencies below them in the Community Services Software tree structure is on an "as is" basis to PHB. Data supplied from PHB to CC is provided on an "as is" basis. PHB expressly disclaims any warranty or responsibility, express or implied, as to the accuracy, currency, or completeness of any data supplied by PHB. PHB specifically disclaims any implied warranty of noninfringement with respect to the data provided by PHB. PHB shall have no responsibility to CC for any failure of any hardware or software acquired by CC to access the Community Services Software database.

THE COMMUNITY SERVICES SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY THE CITY, WHETHER EXPRESSED, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR

COMMUNICATION WITH CC. THE CITY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT WITH RESPECT TO THE COMMUNITY SERVICES SOFTWARE.

Should CC engage any third party contractor for any activity related to the Community Services Software database, CC shall be responsible for the acts and omissions of such third party contractors. CC shall ensure that all applicable provisions of this Agreement (including those related to data security, privacy, confidentiality and indemnification) are included in all of its subcontracts.

7. Policies and Procedures

- A. PHB and CC may have different policies and procedures for their respective HMIS implementation.
- B. CC policies and procedures must be no less restrictive than PHB's policies and procedures located at: <https://www.portlandoregon.gov/phb/HMIS>.
- C. Enforcement of the policies and procedures shall be the responsibility of each of the respective parties.

8. Termination

- A. This Agreement is effective upon the Effective Date and shall expire on August 31, 2024. (the "Term"). The parties may agree to an earlier immediate termination of this Agreement or at a time certain upon mutual consent.
- B. Either party may terminate this Agreement at any time, effective not less than 60 days following delivery of written notice to the other party.
- C. Either party may terminate this Agreement at any time, effective not less than thirty (30) days following written notice to the other party or at such other date as may be established by the parties under any of the following conditions:
 - 1. If funding is not obtained and continued at levels sufficient for either party to allow for purchase of the specified products or services under this Agreement. When possible, and when agreed upon, the Agreement may be modified to accommodate a reduction in funds.
 - 2. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the products or services under this Agreement are no longer allowable or appropriate for purchase under this Agreement, or are no longer eligible for the funding proposed for payments authorized under this Agreement.
- D. Either party may terminate this Agreement in the event of a breach by the other party. Prior to such termination, however, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the breaching

party has not cured the breach within ten (10) days or a longer period as granted in the cure notice, the party seeking compliance may terminate the Agreement.

- E. In the event of termination of this Agreement, PHB may in its sole discretion allow CC to continue to use the Community Services Software data upon request by CC.
1. If PHB approves CC's continued use of the Community Services Software data following termination of this Agreement, CC shall reimburse PHB an amount to be mutually agreed by the parties for any time spent by PHB on data migration or administrative services requested by CC resulting from such termination.
 2. In the case of termination at the request of CC, ongoing legacy data maintenance and retention will be subject to negotiation between the parties.

9. Financial Commitment of Parties

The parties agree to the following financial commitment:

CC shall pay PHB Fees associated with Community Services Software licensing and any services purchased hereunder as set forth in the applicable invoice. In no event will CC's total compensation for use of the Community Services Software exceed \$ 100,000.00 for the entire five-year Term of this Agreement.

10. Ownership of the Work Product

All work products, including reports, research data in hard copy or electronic form that result from this Agreement, are the exclusive property of the originating party. However, PHB and CC agree that the sharing of documents related to the Community Services Software is in the interest of both parties.

11. Records and Audits

A. CC shall maintain all records and supporting documents pertinent to this Agreement during the Term of this Agreement and for a minimum of six (6) years after the expiration or termination date of this Agreement or until the resolution of all audit questions or claims, whichever is longer.

B. PHB, either directly or through a designated representative, shall have access to the books, documents, papers, and records of CC that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the records retention period listed above. CC, either directly or through a designated representative, shall have access to the books, documents, papers, and records of PHB that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the Term of this

Agreement and for six (6) year after the expiration or termination date of this Agreement or until the resolution of all audit questions or claims, whichever is longer.

12. Compliance with Applicable Law

Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement. Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

13. Security and Privacy

Each party agrees to comply with applicable security and privacy laws and regulations applicable to this Agreement.

14. Ownership and Disclosure of Information

A. PHB recognizes and acknowledges that the data that CC stores as part of this Agreement ("Client Data") is owned by CC, and that CC's ownership rights to the Client Data shall survive the termination of this Agreement. To the extent permitted by applicable law, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"), CC hereby grants PHB a non-exclusive, royalty-free license to use the Client Data for the purposes of compliance, reporting and administration and implementation of the Community Services Software. This license shall survive the termination of this Agreement.

B. Upon termination of this Agreement, PHB shall provide to CC an electronic copy, compliant with current HUD csv exports, of CC's data upon request. CC shall reimburse PHB an amount mutually agreed by the parties for any costs related to the administrative services required for any other data outputs requested by CC.

C. If PHB receives a request for disclosure of CC's data pursuant to Oregon Public Records Law or a subpoena, PHB shall provide notice to CC before a response is due, and it shall be CC's responsibility to establish that such information is exempt from disclosure. If CC receives a request for disclosure of PHB's data pursuant to Oregon Public Records Law or a subpoena, CC shall provide notice to PHB before a response is due, and it shall be PHB's responsibility to establish that such information is exempt from disclosure. PHB and CC shall each be separately responsible for compliance with applicable confidentiality laws and regulations, including but not limited to HIPAA requirements applicable to performing covered functions

15. Indemnification

- A. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, including the limits of liability for public bodies set forth therein, CC shall hold harmless, defend, and indemnify the City, its directors, officers, employees, and agents against all claims, demands, penalties and causes of action of any kind, including the cost of defense and attorney fees, resulting from or arising out of: (i) CC's failure to carry out any of CC's obligations under this Agreement, including but not limited to, CC's failure to comply with applicable laws; or (ii) the negligent acts or omissions of CC or its directors, officers, employees, subcontractors or agents under this Agreement.

- B. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, including the limits of liability for public bodies set forth therein, the City shall hold harmless, defend, and indemnify CC, its directors, officers, employees, and agents against all claims, demands, penalties and causes of action of any kind, including the cost of defense and attorney fees, resulting from or arising out of the City's negligent conduct in the performance of this Agreement.

16. Governing Law/Choice of Venue

Oregon law shall govern this Agreement and all rights, obligations, and disputes arising out of this Agreement. Venue for all disputes and litigation arising under this Agreement shall be in Multnomah County, Oregon.

17. No Third Party Beneficiary

PHB and CC are the only parties to this Agreement, and as such, are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct or indirect, or otherwise, to third parties, unless third persons are expressly described as intended to be beneficiaries of its terms.

18. Severability/Survival

If any of the provisions in this Agreement are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions that by their nature should survive Agreement termination will so survive.

19. Entire Agreement

This Agreement, including all exhibits to this Agreement, constitutes the entire agreement between the parties relating the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, letters of intent, and agreements, whether written or oral, with respect to the subject matter hereof.

20. Amendment; Waiver

This Agreement may be amended, modified or supplemented only by a writing that is signed by duly authorized representatives of both parties and that specifically identifies the provision or provisions of this Agreement being amended, modified or supplemented. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by the parties. Such waiver, consent, modification, or change, if any, 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.

21. Interpretation of Terms

Words, terms and phrases which are not specifically defined in this Agreement shall have the ordinary meaning ascribed to them in the data processing industry unless the context clearly indicates otherwise.

22. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

23. Period of the Agreement

This Agreement is effective as of the Effective Date and shall remain in force until terminated in accordance with the provisions of Section 8, Termination ("Term").

24. No Attorney Fees.

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

25. Debt Limitation.

This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

26. Counterparts and Electronic Signatures

The parties agree that they may execute this Agreement and any amendments to this Agreement, by electronic means, including the use of electronic signatures. This Agreement may be signed in two (2) or more counterparts, each of which shall be

deemed an original, and which, when taken together, shall constitute one and the same agreement.

Executed by the duly authorized representatives of the parties.

CITY OF PORTLAND

Clackamas County

DocuSigned by:
Shannon Callahan 2/5/2021
DAB5F65BDACB4C7
Shannon Callahan Date
Director

Authorized Signature Date

APPROVED AS TO FORM

Name

City Attorney Date

Title

Exhibit A
Attached MOU COC TO HMIS Lead Per HUD Requirements

DECLARATION OF ROLES AND RESPONSIBILITIES FOR

HMIS IMPLEMENTATION, OPERATIONS and OVERSIGHT

2019-2020 AGREEMENT

Names of Parties Referenced Below:

- Clackamas County Continuum of Care, hereinafter referred to as **CoC**.
- Clackamas County Department of Health, Housing and Human Services, Community Development Division, hereinafter referred to as **CD**.

Recitals:

- The CoC is the primary decision making body for HUD-funded programs for homeless people in Clackamas County, Oregon.
- The CoC has determined that CD will be the CoC Collaborative Applicant as well as the HMIS Lead Organization.
- The U.S. Department of Housing and Urban Development requires all recipients of HUD CoC and ESG funds to participate in a Homeless Management Information System (HMIS).
- HMIS is a community-wide computer software application that is designed to capture client-level information including the characteristics of men, women, and children experiencing homelessness and the housing/services provided to them.
- CoC has chosen Bowman Systems LLC's ServicePoint application as the HMIS product it will use.
- CoC has determined that its HMIS Lead Organization will be CD.
- CD has entered into a contract with the City of Portland's Housing Bureau (PHB). This contract enables the Clackamas CoC to participate in a regional HMIS implementation directed by PHB using the ServicePoint application.

Responsibilities of CoC:

- Oversight of the HMIS in Clackamas County.
- Designation of a CoC Oversight Committee to track HMIS implementation and progress.
- Requiring all HUD CoC and ESG grantees to participate fully in HMIS. The exception to this will be domestic violence programs that will be required to use a comparable data system.
- Oversight of the HMIS Data Quality protocol.
- Ensuring accurate data reporting in the CoC Application utilizing HMIS data.
- Reviewing, revising, and approving all HMIS policies and plans.
- Participation in the development and implantation of HMIS use in a Coordinated Assessment/Intake system.
- Ensuring that the HMIS HUD grant is included in the CoC's Priority List in the annual Continuum of Care Application submission to HUD.


- Requiring successful participation in the Annual Homeless Assessment Report (AHAR) starting in the 2007/2008 federal fiscal year and the AHAR Veterans Addendum starting in 2008/2009 federal fiscal year.
- Requiring annual successful participation in HUD's HDX (Homeless Data Exchange) for Housing Inventory and Point-in-Time homeless count data starting in 2010.

Responsibilities of CD as HMIS Lead Organization:

- Function as System Administrator for the HMIS in Clackamas County.
- Provide group and individual training to HMIS users in Clackamas County.
- Provide individualized technical assistance to HMIS Agency Administrators in Clackamas County.
- Ensure system-wide notification and training for ServicePoint upgrades.
- Ensure system-wide notification and training for HUD implementation of
 1. Programs with new data collection protocols;
 2. Changes in HMIS Data and Technical Standards;
 3. New reporting requirements.
- Assist CoC grantees with specialized reporting needs.
- Provide tools, guidance, and review for APRs prepared by HUD CoC grantees.
- Develop and implement a CoC Data Quality Plan.
- Develop and implement an HMIS Privacy and Security Plan.
- Monitor and promote good data quality using the CoC's Data Quality Plan; provide auditing and technical assistance as needed.
- Assist in developing and staffing the CoC HMIS Oversight Team.
- Recommend continuum-level mechanisms for monitoring compliance with approved HMIS policies and procedures.
- Develop performance measure recommendations for CoC annual program review.
- Ensure that HUD HMIS performance benchmarks are included in the CoC's annual program review.
- Generate data necessary for CoC Exhibit 1 Application and assist in completing appropriate sections.
- Produce quality AHAR data, starting in the 2007/2008 federal fiscal year, including the AHAR Veterans Addendum starting in the 2008/2009 federal fiscal year.
- Function as the Clackamas CoC's liaison to the State-wide HMIS Implementation effort.
- Ensure compliance with the Portland Housing Bureau's HMIS IGA with Clackamas County.
- Participate in the state-wide HMIS system administrators' work group lead by Portland Housing Bureau.
- Collaborate with CD CoC Lead staff on CoC data needs.
- Take lead on HMIS program expansion as new programs and activities (i.e. Homeless Street Count) are folded in.
- Provide grant administration functions for the CoC's HMIS HUD grants:
 1. Prepare annual renewal grants;
 2. Identify and secure grant match;
 3. Track grant expenditures throughout the project year;
 4. Ensure quarterly drawdown of HMIS grant funds;
 5. Prepare and submit to HUD the Annual Progress Report for the HMIS grants;
 6. Participate in field office monitoring.


Revised 7-23-13

Clackamas County Community Development Division HMIS Agreement Review Certification:

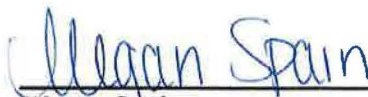


Chuck Robbins Date 8/7/19
Director
Clackamas County Community Development Division

Clackamas County Continuum of Care HMIS Agreement Review Certification:



Erika Silver Date 8-6-19
CoC Chair
Human Services Manager
Clackamas County Social Services



Megan Spain Date 8-6-19
CoC Chair
Program Director
The Inn