

July 20, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

**Approval of a Revenue Agreement with CareOregon, Inc. for outreach services.
Anticipated value is \$227,256 for 10 months. Funding is through CareOregon, Inc. No
County General Funds are involved.**

Previous Board Action/Review	No previous action. Briefed at Issues – July 18, 2023		
Performance Clackamas	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy, and secure communities		
Counsel Review	Yes	Procurement Review	No
Contact Person	Sarah Jacobson	Contact Phone	503-201-1890

EXECUTIVE SUMMARY: The Oregon Health Authority is conducting redeterminations this year, and members need to be connected and engaged with their primary care provider. CareOregon is supporting clinic funding to focus on the unengaged members and increased utilization of preventative care through an equity lens. By focusing on engagement and outreach, clinics will be able to understand their populations, and there will be a stronger probability that health disparity gaps can begin to be addressed. The more members seek preventative care within the primary care home, the higher the likelihood they will have lower costs and healthier outcomes with managed health conditions. Preventive maintenance also supports a reduction in emergency department use.

This revenue agreement will support the Health Centers Division’s mission to serve our community with exceptional care delivered with dignity and respect while reducing health barriers and improving lives.

RECOMMENDATION: Staff recommends Board approve agreement 11205 with CareOregon, Inc.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
Health, Housing & Human Services

For Filing Use Only

Healthy Families. Strong Communities.

CareOregon, Inc.
Letter of Agreement
Clackamas County Community Health Division

This Letter of Agreement (“Agreement”) is between CareOregon, Inc. (“CareOregon”) and Clackamas County Community Health Division (“Provider”) for the time period of April 1, 2023 to January 31, 2024.

Project: Primary Care Engagement
Improvement Program
Provider Contact: Angie Amundson
E-mail : aamundson@clackamas.us

CareOregon Agreement Number: MBR 233
CareOregon Contact: Hannah Rosenau
LAN: 2B
E-mail: rosenauh@careoregon.org

I. Recitals

- A. CareOregon and Provider are independent entities.
- B. CareOregon is an entity sub-contracted with Health Share of Oregon (HSO). HSO is contracted with the Oregon Health Authority (OHA) to operate as a Coordinated Care Organizations under the Oregon Health Plan (OHP) via a Health Plan Services agreement (“CCO Contract”).
- C. This Agreement is distinct and separate from the Provider’s Health Care Services Agreement in place between CareOregon and Provider and shall be applicable only so long as the Health Care Services Agreement remains in place and is effective between CareOregon and Provider.
- D. Both entities acknowledge this project, and its funding is separate from any of CareOregon’s other funding projects.
- E. This Agreement shall be applicable for the time period between April 1, 2023 to January 31, 2024.

II. Project Objectives

The Oregon Health Authority is conducting redeterminations this year, and it is important for members to be connected and engaged with their primary care provider. CareOregon is supporting clinic funding to focus on the unengaged members and increased utilization of preventative care through an equity lens. By focusing on engagement and outreach clinics will be able to understand their populations and there will be a stronger probability that health disparity gaps can begin to be addressed. The more members seek preventative care within the primary care home, the higher the likelihood they are to have lower cost and healthier outcomes, with managed health conditions. Preventative care also supports

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reduction in emergency department use.

III. Terms and Termination

1. **Term.** This Agreement is effective April 1, 2023 (“Effective Date”) and will terminate January 31, 2024.
2. **Termination.** Either party may terminate this Agreement without cause with a 30-day notice by mutual written agreement to the other party.
 1. CareOregon may immediately terminate this Agreement for cause with written notice to the other party if:
 - i. An employee, agent, contractor, or representative of Provider performing the responsibilities contemplated hereunder has violated any applicable laws, rules, or regulations.
 - ii. An employee, agent, contractor, or representative of Provider has engaged in fraud, dishonesty, or personal conduct that may harm the business and/or reputation of either Party.
 - iii. Provider demonstrably lacks the ability or competence to perform the responsibilities under this Agreement; or
 - iv. Provider elects to make a material change to the Program such that the fundamental purposes of this Agreement are abandoned.
 2. Upon termination under any circumstance, funding will cease immediately, any payments not yet made by CareOregon to Provider shall not be made, and any remaining balance of payment disbursed under this Agreement that has not been used for, or committed to, this Program shall be promptly returned to CareOregon.
 3. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

IV. Obligations:

- A. Provider agrees to perform the work needed towards meeting the project objectives during the period of this Agreement, as further stipulated below.
 1. This funding offers support for ongoing care coordination and member engagement activities, including but not limited to:
 - i. Building trust and relationships through new member engagement, direct outreach, leveraging connection to members via specific programs offered by clinics

- ii. Implementation of communication strategy (patient portal, mailing, text messaging)
 - iii. Support for patient access care and navigation of the healthcare system:
 - Establish care with a primary care provider
 - Re-engage in care for specific health needs
 - Education about how to use benefits available through CareOregon
 - iv. Training provider staff and incorporating the use of platforms such as Collective, FIDO dashboards, and/or other population health and metrics management into workflows
2. Provider will choose one of the two process measures to focus on, **either increased patient engagement or a specific CCO incentive metric**, as outlined below and in Attachment A.
- A. **Outreach to unengaged/never seen members** that are assigned to your health system.
1. Quality Improvement measures- Please choose three measures below to track during the course of the contract. Based on these metrics, clinic should demonstrate measurable improvement over the contract timeframe. Provider will submit a baseline measurement (and a target for each metric chosen).

Increased Patient Engagement

1. Number of members who were contacted (list methods)
 2. Percentage of members seen for a clinic visit
 3. Percentage of members who have had an encounter with staff
 4. Number of member files updated with correct race/ethnicity and language data
 5. Number of members with first time Visit with broader care team:
 - i. RN Visits
 - ii. Telemedicine
 - iii. Community Health Worker or Peer Visits
 - iv. Pharmacy Visits
 - v. Nutritionist Visits
 - vi. Group Visits
- Other (please specify as relevant to defined intervention)

- B. **Specific CCO Incentive Metric Disparity Analysis.** Providers will select a CCO incentive measure that needs performance improvement and complete a disparity analysis that identifies a subpopulation to complete with outreach/intervention.

1. Follow the process for disaggregating one quality measure performance by Race, Ethnicity, and/or Language (REALD), or other population health indicators that are available.
 - a) Select CCO Incentive Measure from the CCO metrics list: https://www.oregon.gov/oha/HPA/ANALYTICS/CCOMetrics/2023-CCO-incentive-measures-and-benchmarks_11.18.2022.pdf
 - b) Conduct disparity analysis using Race, Ethnicity, Age, Language, and Disability status (REALD) data available and describe your findings.
 - c) Use the analysis findings to identify a subpopulation of focus that will receive outreach/intervention.
 - d) Outline an action plan for addressing the disparity within the subpopulation of focus; The action plan must include a performance measure that will be reported on in the final progress narrative.
2. Adhere to federal, state, and local COVID-19 public health and safety guidelines and practices when organizing, promoting, and coordinating events related to this Agreement.
3. Use the funding provided for this Program solely on needs and activities pertaining to this Agreement.
4. Submit, via email, two (2) narrative reports by July 1, 2023, and January 15, 2024, to paymentmodel@careoregon.org and Hannah Rosenau rosenauh@careoregon.org. Provide the following items in the format presented in the progress report as outlined in Attachment A:
 - a. The first progress report is due July 1, 2023, for the period April 1, 2023, through June 30, 2023.
 - b. The second progress report is due January 15, 2024, for the April 1, 2023, through Dec. 31, 2023.
 - c. A detailed review of how funds were spent on these activities.
5. Meet with CareOregon personnel on a mutually agreed upon timeline should CareOregon request a check-in with Provider to review Program progress and agree upon any program changes if needed.
6. Both parties agree that this funding is for the period specified above only and does not imply or guarantee ongoing funding. This Agreement is renewable upon termination at the sole discretion of CareOregon.

V. Payment

1. The total funding amount for the term of this Agreement is \$227,256.00. CareOregon shall pay Provider \$113,628.00 upon receipt of the signed and execution of the Agreement.

2. CareOregon shall pay Provider \$56,814.00 contingent upon timely receipt and approval by CareOregon of completed progress report due by July 1, 2023.
3. CareOregon shall pay Provider \$56,814.00 contingent upon timely receipt and approval by CareOregon of completed progress report due by January 31, 2024.
4. Any changes to this Agreement shall be mutually agreed upon in writing through an executed amendment to this Agreement.
5. Provider agrees this payment is for the period outlined above only and does not imply or guarantee ongoing funding. This Agreement is renewable upon termination at the sole discretion of CareOregon.

VI. General Provisions:

- A. **Administration/Interpretation of Agreement.** The Parties agree and understand that this Agreement is supplemental to the Provider Agreement and that the applicable provisions of the Provider Agreement are incorporated by reference to this Agreement. Nothing in this Agreement may be construed to waive any of the obligations or other commitments Provider or CCO, have made pursuant to the Provider Agreement, the CCO Contract, or any instruments executed pursuant to, or in connection with, the CCO Contract and respectively, the Provider Agreement. Thus, the Parties acknowledge and agree that this Agreement is subject to the terms and conditions of the Provider Agreement and all applicable Policies. Notwithstanding the foregoing and to the extent that the Provider Agreement and this Agreement includes provisions that are applicable, all Policies shall be consistent with the Provider Agreement.
- B. Provider is not eligible to participate in or receive funding associated with this Agreement if Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues. All funding associated with this Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue(s) to CareOregon's satisfaction. Any discontinued funding that has been withheld will not be disbursed.
- C. CareOregon can terminate this Agreement immediately if the safety or health of a member or staff person is threatened. Any remaining balance of the payment disbursed under this Agreement at the time of immediate termination will be returned to CareOregon.
- D. Should the Provider's Health Care Services Agreement with CareOregon terminate this funding will cease immediately upon written notification of termination and the Provider agrees to refund any amounts paid in advance prorated from the date of termination to the end of the time period outlined above.

- E. Either party can terminate this Agreement with or without cause upon providing 30 days written notice to the other party. Any payments yet not made at the time of termination will not be made.
- F. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
- G. No amendment, modification, assignment, discharge of this Agreement, and no waiver hereunder, shall be valid or binding without prior written consent (which shall not be unreasonably withheld) of the Party against whom enforcement of the amendment, modification, assignment, discharge, or waiver is sought.
- H. Provider agrees to uphold all confidentiality provisions of the Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.
- I. Both parties agree to seek written approval for, and provide, a copy of, any news releases or any other external communication related to the Agreement. Email approval by CareOregon or the Provider Contact will suffice as written approval.
- J. Provider agrees that the Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.
- K. **General Warranty.** General Warranty. Provider represents and warrants that Provider, or its agents possesses the knowledge, skill, experience, and valid licensure necessary to perform the services and will do so with the maximum reasonable degree of quality and diligence, and in a timely manner.
- L. **Insurance.** Provider and CareOregon each agree to maintain at all times during this Agreement and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, and workers compensation insurance coverage in amounts standard to its industry and at minimum amounts equal to the Oregon Tort Claim limits. If the Oregon Tort Claims Act is applicable to either CareOregon or the Provider, this section is modified by its terms.
- M. **Waiver; Indemnity; Defense.** Each party agrees to waive any claims, losses, liability, expenses, judgements, or settlements (referred to herein as "Claims") against the other Party for any claims arising out of or related to Services under this Agreement which result from the waiving Party's own negligence. Further, each party hereby agrees to defend,

indemnify and hold harmless the other party, its officers, directors, and employees from and against third party claims, loss, liability, expense (including reasonable attorney's fees), judgements or settlement contribution arising from injury to person or property, arising from negligent act or omission on its part or its officers, directors, volunteers, agents, or employees in connection with or arising out of: (a) services performed under this Agreement, or (b) any breach or default in performance of any such party's obligations in this Agreement including, without limitation, any breach of any warranty or representation. In the event that either party, its officers, directors, or employees are made a party to any action or proceeding related to this Agreement then the indemnifying party, upon notice from such party, shall defend such action or proceeding on behalf of such party at the indemnifying party's sole cost and expense. Each party shall have the right to designate its own counsel if it reasonably believes the other party's counsel is not representing the indemnified party's best interest. Indemnification duties under this Agreement shall be at all times limited by the tort claim limits provided in the Oregon Tort Claims Act and the Oregon Constitution. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.

- N. **Compliance and Licensure.** Provider and CareOregon shall, at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules, and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of services under this the parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The parties represent it, and its employees are not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this Agreement. The parties shall have the right to immediately unilaterally terminate this Agreement upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.
- O. **HIPAA and HITECH.** Both parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
- P. **Relationship of the Parties.** CareOregon and Provider are independent entities who are entering into a contract for services. No provision of this Agreement is intended to create

nor shall be construed to create any business or corporate relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.

- Q. **No Third-Party Benefit.** This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligation that may be possessed by such third party.
- R. **Assignment or Delegation.** Except as otherwise specifically provided for herein, the parties shall not assign or delegate any or all of their rights or responsibilities under this Agreement without the prior written consent of the other party.
- S. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Agreed to on behalf of Clackamas County
Community Health Division

Agreed to on behalf of CareOregon, Inc.

Signature: _____

Signature: _____

Name: _____

Name: Teresa K. Learn

Title: _____

Title: Chief Financial Officer

Date: _____

Date: _____

Tax ID: 93-6002286

NPI: 1720017809

Payment and Notice Address:

Clackamas County Community Health Division
Attention: Health Centers Accounts Receivable
Pay To: Clackamas County Health Centers

CareOregon Payment and Notice Address:

Attention: Chief Executive Officer
CareOregon, Inc.

Remit Address: 2051 Kaen Road, #367

315 S.W. Fifth Avenue
Portland, OR 97204

City, ST, Zip: Oregon City, OR 97045

Attachment A

Primary Care Engagement Improvement Program Reporting

Submit to paymentmodel@careoregon.org and cc: rosenauh@careoregon.org

Organization	Clackamas County Community Health Division
Submitted by (name, email)	
Date Report Submitted	Progress Report (1): Final Report (2):
Payment Amount Requested	
Internal Use: Approved by/Date	

Choose from the following to focus on:

- A. Outreach to unengaged/never seen members that are assigned to your health system
- B. Specific CCO Incentive Metric that needs performance improvement with outreach/intervention to subpopulation of members (REALD)

1. **Describe an action plan** for addressing engagement and outreach activities. Identify goals and the actions your team will take toward improvement, with timeline and milestones. Briefly describe the proposed intervention designed to improve either engagement or outreach to members. Please identify the key resources (programs, staff, etc.) that will be leveraged in the intervention.
2. **Performance measure** to be compared overtime: Please provide a baseline measurement (this can be zero if applicable) and a target for each metric chosen.

Note- if you plan to develop more measures over time, please share the process and what overall you are wanting to track to show improvement.

Metric Chosen	Baseline Measurement	Target	Source

3. How are the activities and interventions (must answer for two below):

Note- if you do not have this information for Initial report (1)- please describe the process to ensure these elements are considered when developing.

- a. Designed to improve health outcomes compared to a baseline and reduce health disparities?
- b. b. designed to improve patient safety, reduce medical errors, and lower infection and mortality rates?
- c. designed to implement, promote, and increase wellness and health activities?