

April 18, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

**Approval of a Revenue Healthcare Services Contract with CareOregon, Inc. for the 23-Hour Crisis Stabilization Center. Contract value is \$3,100,000.00 for 2 Years.
 Funding is through Oregon Health Plan. No County General Funds are involved.**

Previous Board Action/Review	Briefed at Issues April 16, 2024		
Performance Clackamas	Ensuring safe, healthy, and secure communities through the provision of mental health and substance use services.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Mary Rumbaugh	Contact Phone	503-742-5305

EXECUTIVE SUMMARY: The Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of a revenue contract with CareOregon, Inc. for the 23-Hour Crisis Receiving and Stabilization Center.

In response to the community need for rapid behavioral health assessment and crisis stabilization, the Health, Housing and Human Services Department (H3S) and the Clackamas County Sheriff's Office (CCSO) have collaborated to develop a 23-hour crisis stabilization center and short-term housing in the former Women's Center building at 9200 SE McBrod Avenue in Milwaukie. Following building remodel, the center will provide short-term crisis assessment to adults experiencing the acute phase of a behavioral health crisis with the primary aim of diverting individuals from jail and emergency department, reducing unnecessary utilization of public safety resources and hospital admissions across Clackamas County, and stabilization services through access to medium and long-term supports for individuals in their recovery journey.

CareOregon has committed \$3,100,000.00 to the project. The funding through this Contract expires September 30, 2025.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve this Agreement and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook
 Director of Health, Housing and Human Services

For Filing Use Only

Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

If renewal or direct appropriation, complete sections I, II, IV & V only. Section III is not required.

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

****CONCEPTION****

Section I: Funding Opportunity Information - To Be Completed by Requester

Direct Appropriation (no application)

Award type: Subrecipient Award Direct Award

Award Renewal? Yes No

Lead Fund # and Department:	240 H3S - Behavioral Health
Name of Funding Opportunity:	23-Hour Crisis Stabilization Center and Program

Funding Source: Federal – Direct Federal – Pass through State Local

Requestor Information: (Name of staff initiating form)	Mary Rumbaugh
Requestor Contact Information:	MaryRum@clackamas.us; 503-742-5305
Department Fiscal Representative:	Kim Russell; KRussell@clackamas.us, 503-742-5318
Program Name & Prior Project #: (please specify)	Crisis Stabilization

Brief Description of Project:

In response to community need for rapid behavioral health assessment and crisis stabilization, the Health, Housing and Human Services Department (H3S) and the Clackamas County Sheriff's Office (CCSO) have partnered to develop a 23-hour crisis stabilization center and short term housing in the former Women's Center building at 9200 SE McBrod Avenue in Milwaukie. Following the remodeling of the building, the center will provide short-term crisis assessment to adults experiencing the acute phase of a behavioral health crisis with the primary aim of diverting individuals from jail and emergency department, reducing unnecessary utilization of public safety resources and hospital admissions across Clackamas County, and stabilization services through access to medium and long-term supports for individuals in their recovery journey.

Name of Funding Agency: CareOregon, Inc.

Notification of Funding Opportunity Web Address: CareOregon, Inc., 315 SW Fifth Avenue, Portland, OR 97204

OR

Application Packet Attached: Yes No

Completed By: Angie Russell Date: January 2, 2024

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To Be Completed by Department Fiscal Rep

Competitive Application Non-Competing Application Other

Assistance Listing Number (ALN), if applicable:	N/A	Funding Agency Award Notification Date:	December 26, 2023
Announcement Date:	N/A	Announcement/Opportunity #:	N/A
Grant Category/Title	N/A	Funding Amount Requested:	\$3,100,000.00
Allows Indirect/Rate:	Yes	Match Requirement:	No
Application Deadline:	N/A	Total Project Cost:	\$4,279,607.00
Award Start Date:	October 1, 2023	Other Deadlines and Description:	N/A
Award End Date	September 30, 2025		
Completed By:	Kim Russell	Program Income Requirements:	N/A
Pre-Application Meeting Schedule:	N/A		

Additional funding sources available to fund this program? Please describe:
Trillium Community Health Plan is providing \$179,607 and Behavioral Health is contributing \$1,000,000.

How much General Fund will be used to cover costs in this program, including indirect expenses?
No General Fund will be utilized for this program.

How much Fund Balance will be used to cover costs in this program, including indirect expenses?
Behavioral Health's contribution of \$1,000,000 will come from fund balance which is derived from OHA CMHP post-settlement funds.

In the next section, limit answers to space available.

Section III: Funding Opportunity Information - To Be Completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. *How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?*

2. *Who, if any, are the community partners who might be better suited to perform this work?*

3. *What are the objectives of this funding opportunity? How will we meet these objectives?*

4. *Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?*

Organizational Capacity:

1. *Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?*

2. *Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?*

3. *If this is a pilot project, what is the plan for sun setting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?*

4. *If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?*

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

Fiscal

1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list all funding sources and amounts.

2. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, local grant, etc.)?

3. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

Other information necessary to understand this award, if any.

Program Approval:

Mary Rumbaugh

3.21.24

Mary Rumbaugh

Digitally signed by Mary Rumbaugh
Date: 2024.03.21 14:45:42 -07'00'

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)

Mary Rumbaugh

3.21.24

Mary Rumbaugh

Digitally signed by Mary Rumbaugh
Date: 2024.03.21 14:45:21 -07'00'

Name (Typed/Printed)


Date

Signature

DEPARTMENT DIRECTOR (or designee, if applicable)

Denise Swanson

Mar 28, 2024


Denise Swanson (Mar 28, 2024 14:02 PDT)

Name (Typed/Printed)

Date

Signature

FINANCE ADMINISTRATION

Elizabeth Comfort

Mar 29, 2024



Name (Typed/Printed)

Date

Signature

EOC COMMAND APPROVAL **WHEN NEEDED FOR DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY**

Name (Typed/Printed)

Date

Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications \$150,000 and below:

COUNTY ADMINISTRATOR	Approved:	Denied:
Name (Typed/Printed)	Date	Signature

For applications up to and including \$150,000 email form to BCC staff at CA-Financialteam@clackamas.us for Gary Schmidt's approval.

For applications \$150,000.01 and above, email form with Staff Report to the Clerk to the Board at ClerktotheBoard@clackamas.us to be brought to the consent agenda.

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department at
and
Grants Manager at financegrants@clackamas.us
when fully approved.

Department: keep original with your grant file.

CareOregon, Inc.
Healthcare Services Contract
23 Hour Crisis Stabilization

This Healthcare Services Contract (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County (Provider) for the time period of October 1, 2023 to September 30, 2025.

Project: 23 Hour Crisis Stabilization
Provider Contact: Mary Rumbaugh
E-mail: MaryRum@clackamas.us,
ARussell@clackamas.us

CareOregon Agreement Number: BH 23-10
CareOregon Contact: Cassi Sturtz
E-mail: Sturtzc@careoregon.org

I. Recitals

- A. CareOregon and Provider are independent companies.
- B. CareOregon is an entity sub-contracted with Health Share of Oregon (HSO) and 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 Provider 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 October 1, 2023 through September 30, 2025,

II. Project Objectives

The purpose of this Agreement is to support a new 23 hour crisis stabilization program for Clackamas County. Services will be available to all CareOregon members experiencing a behavioral health related crisis with help to divert members from the ED and/or corrections environments to a more appropriate place of care.

III. Terms

- A. Terms of this Agreement are effective October 1, 2023 and will terminate September 30, 2025.
- B. CareOregon and Provider mutually agree to provide quarterly reporting to BHProviderReporting@careoregon.org on the following schedule:
 - a. Q1 reporting due January 31

- b. Q2 reporting due April 30
- c. Q3 reporting due July 31
- d. Q4 reporting due October 31

Provider will report on the following:

- i. Project milestones met over the last quarter, and projected milestones for the future quarter.
- ii. Surfaced risks and mitigation
- iii. Overall Project timeline for key deliverables

IV. Payment

- A. CareOregon will pay Provider the amount not to exceed **\$3,100,000.00** for the duration of the agreement. Payment will occur at four different intervals as outlined below.
 - 1. CareOregon will pay Provider \$775,000.00 within 30 days of the execution of this Agreement.
 - 2. CareOregon will pay Provider \$775,000.00 within 30 days of April 1, 2024, October 1, 2024 and April 1, 2025. Provider agrees that all payments are contingent upon completion of the quarterly requirements as outlined in Section III.B.
- B. Any changes to this Agreement shall be mutually agreed upon in writing through an executed amendment to this Agreement.
- C. Provider agrees these payments are 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.

V. General Provisions

- A. 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.
- B. 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.

- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. **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 attention to detail, and in a timely manner.
- K. **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.
- L. **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 non-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.

- M. 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 Agreement. 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.
- N. HIPAA and HITECH.** Both parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
- O. 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.

- P. **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.

- Q. **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.

Agreed to on behalf of Clackamas County

Agreed to on behalf of CareOregon, Inc.

Signature: _____

Signature: _____

Name: _____

Name: Teresa K. Learn

Title: _____

Title: Chief Financial Officer

Date: _____

Date: _____

Tax ID: _____

NPI: _____

Russell, Angela

From: Foreman, Sarah
Sent: Wednesday, December 27, 2023 8:07 AM
To: Russell, Angela
Cc: Counsel Contract Review; Rumbaugh, Mary; H3S - Director's Office - Contracts
Subject: RE: **FOR REVIEW** Contract #11489 - CareOregon, Inc.

Approved.

Sarah Foreman

Assistant County Counsel
Clackamas County
2051 Kaen Rd., Oregon City, OR 97045
P. 503.655.8363 Fax 503.742.5397
Hours of Operation: Mon-Thurs 7am – 6pm
www.clackamas.us

From: Russell, Angela <ARussell@clackamas.us>
Sent: Tuesday, December 26, 2023 1:40 PM
To: Foreman, Sarah <SForeman@clackamas.us>
Cc: Counsel Contract Review <Counsel-Review@clackamas.us>; Rumbaugh, Mary <MaryRum@clackamas.us>; H3S - Director's Office - Contracts <H3S-Director'sOffice-Contracts@clackamas.us>
Subject: **FOR REVIEW** Contract #11489 - CareOregon, Inc.

Hello Sarah,

Attached for your review please find Contract #11489 with CareOregon, Inc. for support of the new 23-Hour Crisis Stabilization program.

Should there be any questions please let us know.

Thank you.

Angie Russell, Contracts Coordinator

Pronouns: she/her/hers
Health, Housing and Human Services Department
Behavioral Health Division
2051 Kaen Road, Oregon City, OR 97045
503-742-5316 Office
971-806-4269 Cell
Hours of operation: Mon-Thu, 7 a.m.- 6 p.m.
www.clackamas.us

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