

February 16, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a revenue agreement with CareOregon, Inc. for the Behavioral Health Integration and Access Project. Agreement value is \$500,000.00 through June 2023. Funding is through CareOregon, Inc.

No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues – 2.14.23		
Performance Clackamas	1. Ensure safe, healthy, and secure communities.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Sarah Jacobson	Contact Phone	503-201-1890

EXECUTIVE SUMMARY:

CareOregon, Inc. is providing Clackamas County Health Centers Division (CCHCD) with funds for Behavioral Health Integration and Access project. The objectives of this project are:

- A. Support ongoing care coordination and member engagement, optimization, and staff training for electronic health records and telehealth services during the physical clinical transition of care, preventing any lapse or change in access.
- B. Ensure quality improvement activities that support operational efficiency and improve quality performance.
- C. Improve outcomes by supporting staff work needed to monitor access during transitions and ensuring members continue to receive services in a timely and consistent way, as well as developing plans to allow for expanded services in the future.
- D. Provide integration of physical health, behavioral health, and pharmacy services into one location to improve capacity.

RECOMMENDATION: Staff recommends approval of this contract.

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Healthy Families. Strong Communities.

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

www.clackamas.us

Respectfully submitted,

Rodney A. Cook

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

CareOregon, Inc.
Letter of Agreement
Clackamas County, by and through its Health Centers Division

This Letter of Agreement (Agreement) is between CareOregon, Inc. (“CareOregon”) and Clackamas County, by and through its Health Centers Division (“Provider”) for the time period of October 1, 2022 to June 30, 2023.

Project: Behavioral Health Integration and - Access CareOregon Agreement Number: N/A
LAN:2B

Provider Contact: Sarah Jacobson
E-mail: SJacobson@clackamas.us

CareOregon Contact: Jennifer Hawkins
E-mail: hawkinsj@careoregon.org

I. Recitals

- A. CareOregon and Provider are independent companies.
- 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 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, 2022 to June 30, 2023

II. Project Objectives

- A. Support ongoing care coordination and member engagement, as well as optimization and staff training for EHR and telehealth services during the physical clinical transition of care, preventing any lapse or change in access.
- B. Ensure quality improvement activities in 2022 that support operational efficiency and improve quality performance because of the transition of physical space.
- C. Improve outcomes by supporting staff work needed to monitor access during transitions and ensuring members continue to receive services in a timely and consistent way, as well as developing plans to allow for expanded services in the future.
- D. Provide integration of physical health, behavioral health, and pharmacy services into one location to improve capacity.

III. Terms and Termination

- A. **Term.** This Agreement is October 1, 2022 (“Effective Date”) and will terminate, June 30, 2023.
- B. **Termination.** The Parties 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.

IV. Obligations:

- A. Provider agrees to the following:
 - 1. 1. Perform the work needed towards meeting the Program Objectives during the period of this Agreement, as further stipulated below in #4 and #5 below..
 - .
 - 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. Provider will submit a narrative progress report, utilizing the template provided in Attachment A, attesting to the utilization of funds and describing progress and milestones of work to date by December 30, 2022. Narrative should include identifying the needs of members being address during the year, and how the funding helps close gaps or enables improvement in activities, as well as addressing the following:
 - i. Reporting on efforts to improve health outcomes, including any data tracking on member impact.
 - ii. Reporting on efforts to complete or in develop projects related to improving patient safety.
 - iii. Reporting on projects promote health and wellness.
 - iv. Reporting on projects to enhance the use of health care data.
5. Provider will meet with CareOregon quarterly in 2023 to update on progress, success, and challenges related to deliverables.

B. 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

- A. The total funding amount for the term of this Agreement is \$500,000. CareOregon shall pay Provider \$250,000.00 upon receipt of the signed and execution of the Agreement.
- B. CareOregon shall pay Provider \$250,000.00 contingent upon timely receipt of completed narrative report due December 31, 2022.
- C. Any changes to this Agreement shall be mutually agreed upon in writing through an executed amendment to this Agreement.
- D. 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 attention to detail, 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 and article XI, Section 10 of the Oregon Constitution are applicable to either CareOregon or the Provider, this section is modified by its terms.
- M. **Waiver; Indemnity; Defense.** 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, 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.

- 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,
by and through its Health Centers Division

Agreed to on behalf of CareOregon, Inc.

Signature: _____

Signature: _____

Name: _____

Name: Teresa K. Learn

Title: _____

Title: Chief Financial Officer

Date: _____

Date: _____

Tax ID: _____

NPI: _____

Attachment A

Progress Report

Submit narrative reports per timeline in LOA to paymentmodel@careoregon.org and cc rosenauh@careoregon.org no later than December 30, 2022, attesting to the utilization of funds, and describing progress within the areas of focus.

Organization	
Date Report Submitted	
Submitted by (name, email)	

Narrative Report:

1. Please describe the activities performed, program development, project management, services provided, outreach efforts, and how it relates to improved health outcomes for members. Share any highlights or milestones towards progress.

2. Are the activities:
 - a. designed to improve health outcomes compared to a baseline and reduce health disparities? **Yes or No**
 - b. designed to improve patient safety, reduce medical errors, and lower infection and mortality rates? **Yes or No**
 - c. designed to implement, promote, and increase wellness and health activities? **Yes or No**

3. Please share any system level quality improvements that have been made due to funding. What progress have you made in improving care delivery to support community well-being? *Attach any measurable results if applicable*

4. How has this funding support translated into improved access for CareOregon members? Describe which focus populations have been impacted and how. Please share the work done to enhance the use of health care data.