

June 27, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Amendment #1 increasing funding of a Behavioral Health Services Delegation Agreement with CareOregon, Inc. for Behavioral Health Services. Amendment value is \$1,446,273 for six months. Agreement value is increased to \$2,697,921.00 for twelve months. Funding is through the Oregon Health Plan. No County General Funds are involved.

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| Previous Board Action/Review | Original Agreement: Approved January 4, 2024, Agenda Item 20240104 III.E.2; Amendment #01: Briefed at Issues June 25, 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 Amendment #01 to a revenue agreement with CareOregon, Inc. for the funding of certain behavioral health services. This Agreement provides the funds for Intensive Care Coordination for adults and children accessing higher levels of care, Substance use Disorder Care Coordination, and Choice Services for adults with Severe and Persistent Mental Illness in higher levels of care such as the Oregon State Hospital and residential treatment, and administrative support to ensure compliance with the Agreement.

This Agreement is effective January 1, 2024, and continues through December 31, 2024. Funding of \$1,251,648.00 for January through June 2024 was included in the initial Agreement; amendment #01 adds \$1,446,273.00 for July through December 2024, increasing the maximum agreement value to \$2,697,921.00. The Amendment also updates contract language resulting from new care coordination Oregon Administrative Rules.

In 2023, Behavioral Health will serve a total of 432 clients, utilizing funding provided through this Agreement. The Choice Services team has served 139 clients, and the Intensive Care Coordination team has served 293 clients.

RECOMMENDATION: Staff respectfully request that the Board of Commissioners approve this Amendment and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook
 Director Health, Housing and Human Services

For Filing Use Only

CAREOREGON

FIRST AMENDMENT TO BEHAVIORAL HEALTH SERVICES DELEGATION AGREEMENT

This First Amendment to the Behavioral Health Services Delegation Agreement (“Amendment”) is between CareOregon, Inc., an Oregon nonprofit corporation (“CareOregon”), and Clackamas County (“County”).

RECITALS

- A. The parties entered into the following Agreement: Behavioral Health Services Delegation Agreement effective January 1, 2024 (“Agreement”).
- B. Effective July 1, 2024, OHA has launched the Oregon Health Plan Bridge - Basic Health Program (“BHP”). Health Share of Oregon (“Health Share”) has entered into an Oregon Health Plan Bridge - Basic Health Program Health Plan Services Contract with OHA to act as the Coordinated Care Organization for certain BHP members. Health Share has entered into a subcontract with CareOregon to delegate certain managed care functions for BHP members to CareOregon. CareOregon in turn seeks to delegate care coordination functions for BHP members to County.
- C. Effective February 1, 2024, the Oregon Health Authority (“OHA”) made significant revisions to OAR 410-141-3500, OAR 410-141-3860, OAR 410-141-3865, and OAR 410-141-3870 regarding care coordination (“Care Coordination OARs”). These revisions impact the scope of work set forth in Exhibit B of the Agreement, Delegation of Care Coordination and Intensive Care Coordination (ICC) for Specific Populations.
- D. Exhibit D of the Agreement, Delegated Services Rate Exhibit, provides that the parties will mutually agree upon an amendment to set forth the maximum, not-to-exceed compensation payable to County under the Agreement for the time period of July 1, 2024 to December 31, 2024.
- E. The parties desire to amend the Agreement as follows: (1) Add language to comply with the terms of Health Share’s Oregon Health Plan Bridge - Basic Health Program Health Plan Services Contract; (2) Replace Exhibit B in its entirety to reflect the revised Care Coordination OARs; (3) Replace Exhibit D in its entirety to include the compensation payable for July 1, 2024 to December 31, 2024.

AMENDMENT

A. **Amendment(s).** Effective July 1, 2024, the Agreement is amended as follows:

1. Exhibit A-1, Section 7(a), CCO Subcontractor Requirements, is amended to add the following new subsection (xii):

xxi. Subcontractor agrees to comply with all Applicable Laws, including, without limitation, all Medicaid laws, rules, regulations, all federal laws, rules, regulations governing Basic Health Programs, and all Oregon state laws, rules, and regulations governing OHP Bridge – Basic Health Program, as well as all applicable sub-regulatory guidance and contract provisions.

2. Exhibit B, Delegation of Care Coordination and Intensive Care Coordination (ICC) for Specific Populations, is replaced in its entirety with Exhibit B, Delegation of Care Coordination for Specific Populations, attached hereto.
3. Exhibit D, Delegated Services Rate Exhibit, is replaced in its entirety with the Revised Delegated Services Rate Exhibit, attached hereto.

B. **Other Provisions.** Except as modified hereby, the Agreement shall remain in full force and effect.

C. **Signatures.** This Agreement may be signed in counterparts. Delivery of an executed signature page of this Agreement by fax or by electronic transmission of a PDF file will be effective as delivery of a manually executed counterpart of this Agreement.

CAREOREGON, INC.

CLACKAMAS COUNTY

Signature: _____

Signature: _____

Name: Amy Dowd

Name: _____

Title: Chief Operations Officer

Title: _____

Date: _____

Date: _____

EXHIBIT B

DELEGATION OF CARE COORDINATION FOR SPECIFIC POPULATIONS

A. Statement of Work

1. Services.

- a. County will provide Care Coordination services as outlined in Exhibit B, Parts 2 and 4, and Exhibit M of the CCO Contract, as amended by the OHA from time to time, and OAR 410-141-3500, OAR 410-141-3860, OAR 410-141-3870, and OAR 410-141-3865.

2. Scope.

- a. Care Coordination services for members with behavioral health and substance use disorder (SUD) diagnoses will primarily be provided by County. Lack of a behavioral health diagnosis or lack of engagement with a behavioral health provider is not a basis for denial of eligibility for Care Coordination services. The parties recognize that participation in Care Coordination services is voluntary. However, to ensure that Members' Care Coordination needs are identified and assessed, County will assess the Member's need for Care Coordination services even if the Member indicates that they do not wish to participate in Care Coordination at that time. Additional roles and responsibilities are outlined in the shared operational procedures between County and CareOregon.
- b. Prioritized populations that the County will manage and engage in Care Coordination include, but are not limited to, the following (hereinafter "Prioritized Populations"): Members who admit to a psychiatric unit; repeatedly use emergency departments for mental health and/or substance use needs; access other high levels of care including Psychiatric Residential Treatment Services (PRTS), Psychiatric Day Treatment Services (PDTs), and Subacute Services; and Youth in temporary lodging with complex coordination needs that are not already served by another coordination team.
- c. On a daily basis, County will (i) use PointClickCare to generate a report of Members admitted to psychiatric units for daily coordination of care and to engage Members in Care Coordination for the entire length of stay for transition planning and post discharge follow up, unless already engaged with another Care Coordination team; and (ii) use the daily authorization report to identify Members authorized for Psychiatric Residential Treatment Services, Psychiatric Day Treatment Services (PDTs), and Subacute Services to engage in Care Coordination, unless already engaged with another Care Coordination team.
- d. County will notify CareOregon within five (5) business days if County has a waitlist of Members that County intends to enroll in Care Coordination services but cannot do so immediately based on lack of capacity.
- e. County shall continue engagement and discharge planning when a Member has been approved for long-term care services.

- f. County shall continue engagement when a Member relocates to another county within Health Share of Oregon's service area and County's continued engagement with the Member would be in the Member's best interest.
- g. County shall continue engagement while a member is in temporary placement for behavioral health treatment services outside of Health Share of Oregon's service area.
- h. County shall continue engagement when an individual's OHP benefits are suspended, there is a reasonable expectation that the individual will return to being a CareOregon Member assigned to Health Share within the next 30 days, and the individual either: (1) was a CareOregon Member assigned to Health Share of Oregon immediately prior to suspension of OHP benefits; or (2) has a history of being a CareOregon Member assigned to Health Share of Oregon within 365 days prior to suspension of OHP benefits.
- i. Members receiving services under an aid and assist order are considered a population that County teams can serve. A Member referral to Care Coordination should not be declined based solely upon the existence of an aid and assist order.
- j. **Non-Covered Services with Care Coordination.** County will coordinate services for Members who require health services not covered by the Oregon Health Plan as outlined in Exhibit B, Part 2, Section 9 of the CCO Contract.
- k. **Non-Covered Services without Care Coordination.** County is not required to provide care coordination for services that are not covered by the Oregon Health Plan, (Non-Covered Services), as outlined in Exhibit B, Part 2, Section 10 of the CCO Contract.
- l. County shall, for each Contract Year, assist CareOregon with its obligations under the CCO Contract and OAR 410-141-3860(19) to submit care coordination reports to OHA. County shall collect and submit to CareOregon the information needed for the care coordination reports in advance of OHA's reporting deadlines. CareOregon shall give County reasonable notice of the specific information that will be needed from County for the reports in advance of the OHA reporting deadlines. In order to identify the information required for the reports, County shall consult the Care Coordination Report template posted on the Oregon Health Authority CCO Contract Forms website, <https://www.oregon.gov/oha/HSD/OHP/Pages/CCO-Contract-Forms.aspx>
- m. County shall securely forward any complaints or Grievances regarding services provided under this Agreement immediately to grievanceteam@careoregon.org. County shall track and maintain a record of any complaints or Grievances regarding services provided under this Agreement. For purposes of clarity, this provision is not intended to prevent County care coordinators and Members from engaging in informal efforts to resolve problems and concerns, so long as Members are aware of their right to file a Grievance. County will provide a quarterly report of any complaints or Grievances to CareOregon, even if such report is to confirm that no complaints or Grievances were received. County is not responsible for resolving complaints or Grievances regarding covered benefits and shall forward such complaints or Grievances to CareOregon. CareOregon agrees to coordinate with County to identify the appropriate Party to resolve complaints and Grievances.

- n. Upon reasonable advance notice, County agrees to participate in meetings and workgroups with CareOregon and to cooperate with CareOregon in responding to reporting requests from regulatory agencies.
- o. To the extent permitted by federal and state privacy laws, County agrees to participate in Member Care Coordination conferences for purposes of coordinating care and maintaining continuity of care for Members served under this Exhibit.
- p. To the extent permitted by federal and state privacy laws, County care coordinators agree to communicate with civil commitment staff for purposes of coordinating care and maintaining continuity of care for Members served under this Exhibit.

B. Miscellaneous Terms

1. **Caseload Ratio.** Target caseloads for County’s workforce will average between 1:17 to 1:22 staff-to-member ratio on a quarterly basis. County will report its caseload ratio to CareOregon upon request from CareOregon. Caseload reports shall indicate the number of Members who are engaged, and the number of Members who are monitored only. If the caseload of County’s workforce exceeds this target range, or if potential noncompliance with the care coordination provisions of the CCO Contract or Oregon Administrative Rules is identified, CareOregon or County may initiate a meeting to discuss the continued feasibility of the agreement contained within this Exhibit and to ensure that funding paid under this Exhibit adequately reflects services provided. This could potentially lead to a decision to add more capacity, review staffing models, or a revision of priority populations, length of services, etc.
2. **Authorized User of Care Coordination Platform.** County will become an authorized user of CareOregon’s care coordination platform, Healthy Planet Link (“HPL”), via a contract held by CareOregon, Inc. and Epic Systems Corporation. HPL is a population health management platform used to provide care management tools to approved contractors outside of CareOregon. CareOregon will, upon request, provide reasonable and appropriate training on HPL to County at no cost. Additionally, CareOregon will provide County with access to CareOregon’s external member profile dashboard for purposes of viewing member information related to eligibility, integrated delivery system (IDS) assignment, authorizations, and claims. Access to HPL or any other care coordination platform used by CareOregon will be provided at no cost to County.
 - a. **Privacy Compliance.** County will submit evidence of regular HIPAA training of all staff who deliver services under this agreement and/or are users of CareOregon’s care coordination platform to CareOregon. County will also submit copies of their privacy compliance policies to CareOregon annually. If any breach of CareOregon or County’s privacy policies occur as it relates to the use of CareOregon’s care coordination platform, the parties will coordinate an appropriate response in compliance with applicable laws.
 - b. **Documentation within Care Coordination Platform.** County agrees to complete
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enrollment assessment which consists of program enrollment, program status, status dates, and care team assignment into the care coordination platform. County agrees to enter additional information into the care coordination platform as specified by CareOregon and upon reasonable notice. CareOregon will ensure that any information requested from County for entry into the care coordination platform will be the minimum necessary to perform care coordination activities under this Agreement. CareOregon will ensure that user access to information entered by County within the care coordination platform complies with all applicable privacy laws, including HIPAA and 42 C.F.R. Part 2.

EXHIBIT D

REVISED DELEGATED SERVICES RATE EXHIBIT

A. Rate and Payment Terms

1. Not-to-Exceed Amounts. Payment for delegated services under this Agreement shall not exceed the amount set forth in this Exhibit D.
 - a. The maximum, not-to-exceed compensation payable to County under this Agreement for the time period of January 1, 2024 to June 30, 2024, which includes any allowable expenses, is \$1,251,648.
 - b. The maximum, not-to-exceed compensation payable to County under this Agreement for the time period of July 1, 2024 to December 31, 2024, which includes any allowable expenses, is \$1,446,273.
2. CareOregon will pay County based on actual costs not to exceed the agreed upon amounts by the 20th day of the first month following the end of a quarter for the delegated services of:
 - a. Care Coordination
 - b. CCO Responsibilities Under the Choice Program
3. County shall submit invoices to CareOregon at covendorinvoices@careoregon.org on a quarterly basis. Invoices submitted by County to CareOregon under this Exhibit shall:
 - a. Specify actual costs and the dates for which service was provided.
 - b. Be verifiable with supporting payrolls, time records, invoices, contracts, vouchers, orders, and any other accounting documents pertaining in whole or in part to this Agreement.
 - c. Include the total amount billed to date by County prior to the current invoice.
 - d. Be segregated by service items.
 - e. Abide by Generally Accepted Accounting Principles (GAAP).
4. This Exhibit contains confidential and proprietary information and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.