

March 6, 2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Revenue Agreement with CareOregon for the Eleos CareOps automated provider documentation platform. Agreement Value is \$322,400 for 2 years. Funding is through CareOregon. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	No previous Board action.		
<b>Performance Clackamas</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy, and secure communities.		
<b>Counsel Review</b>	Yes: Sarah Foreman	<b>Procurement Review</b>	No
<b>Contact Person</b>	Sarah Jacobson	<b>Contact Phone</b>	503-742-5303

**EXECUTIVE SUMMARY:** The Health Center Division of Health Housing and Human Services requests the approval of the revenue agreement with CareOregon to fund a pilot program utilizing the Eleos CareOps Automation Platform for Health Center Behavioral Health staff. The platform will automate provider documentation, thus alleviating provider burnout and elevating quality of care. This pilot will further support CareOregon’s Strategic Healthcare Investment for Transformation (SHIFT) initiative in transforming specialty behavioral health organizations across Oregon so that people with behavioral health needs are truly at the center of care delivery and care teams can thrive.

**RECOMMENDATION:** The staff respectfully requests that the Board of County Commissioners approve this agreement (11831) and authorize Chair Roberts to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary Rumbaugh*

Mary Rumbaugh  
Director of Health, Housing & Human Services

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CareOregon, Inc.  
Healthcare Services Contract  
Onboarding and three-year implementation of Eleos

This Healthcare Services Contract (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County Health Center (Provider) for the time period of March 1, 2025 to February 28, 2027.

Program: Onboarding and three-year  
implementation of Eleos  
Provider Contact: Emily Ketola  
E-mail: [EKetola@clackamas.us](mailto:EKetola@clackamas.us)

CareOregon Agreement Number: BH 24-103  
CareOregon Contact: Bonnie Holdahl  
E-mail: [holdahlb@careoregon.org](mailto:holdahlb@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 March 1, 2025 through February 28, 2027.

**II. Project Objectives**

The purpose of this Agreement is to support the guiding principles of staff wellbeing, financial stewardship, and whole person care as well as building blocks of business intelligence and applied use of data, training and staff development of the SHIFT Healthcare transformation for the Eleos CareOps Automation Platform. This will support the implementation fee and 3 years of financial support for 100 users during this pilot before expanding to all outpatient behavioral health staff.

**III. Terms**

- A. Terms of this Agreement are effective March 1, 2025 and will terminate February 28, 2027.

- B. CareOregon and Provider mutually agree to provide quarterly reporting to [BHProviderReporting@careoregon.org](mailto:BHProviderReporting@careoregon.org) on the following schedule:
- a. Q1 reporting due June 30, 2025
  - b. Q2 reporting September 30, 2025
  - c. Q3 reporting due December 31, 2025
  - d. Q4 reporting due March 31, 2026
  - e. Q5 reporting due June 30, 2026
  - f. Q6 reporting due September 30, 2026
  - g. Q7 reporting due December 31, 2026
  - h. Q8 reporting due March 31, 2027

Quarterly reporting on the following:

1. Implementation timeline including risk identifying and mitigation measures.
2. Upon implementation, impacts on:
  - i. Documentation timelines
  - ii. Member engagement
  - iii. Staff resiliency
  - iv. Data visualization
3. Narrative capturing success and barriers over the last quarter.

#### **IV. Payment**

- A. CareOregon will pay Provider the amount not to exceed **\$322,400.00** for the duration of the agreement.
1. CareOregon will pay Provider \$80,600.00 within 30 days of the execution of this Agreement.
  2. CareOregon will pay Provider \$80,600.00 contingent upon timely quarterly reports received and approved by CareOregon every 6 months on September 30, 2025, March 31, 2026, and September 30, 2026.
- 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: \_\_\_\_\_

TIN: \_\_\_\_\_

NPI: \_\_\_\_\_