

December 14, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Revenue Health Care Services Contract with CareOregon, Inc. for Enhanced Transitions of Care. Contract value is \$350,000 for 11 months. Funding is through CareOregon. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues – December 12, 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	503-742-5303

EXECUTIVE SUMMARY: The revenue provided by this contract will support our Health Centers clinic providers in improving the transition of care for patients who are medically complex with co-occurring behavioral health disorders, which will improve health outcomes and ensure patients receive services in a timely and consistent way. The objective of utilizing this revenue is to support enhanced transitions of care between healthcare facilities and providers. Currently, there is a systemic lack of follow-up with primary care providers, coordination of care across providers, and poor patient social support, which frequently leads to higher rates of re-hospitalizations and inpatient hospitalizations related to behavioral health. The funding provided through this contract will assist our providers in targeted efforts to facilitate improved outcomes for this high-priority member population.

RECOMMENDATION: Staff respectfully recommends that the Board of County Commissioner approve this revenue agreement with CareOregon, Inc. and authorize Chair Smith to sign it on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

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

For Filing Use Only

Healthy Families. Strong Communities.

CareOregon, Inc.
Healthcare Services Contract
Behavioral Health Transitions of Care

This Healthcare Services Contract (“Agreement”) is entered into between CareOregon, Inc. (“CareOregon”) and Clackamas Health Centers (“Provider”) for the period of October 1, 2023, through September 29, 2024, and sets forth the understandings and commitments concerning funding and administration of the Behavioral Health Transitions of Care Program (“Program”). For purposes of this Agreement, CareOregon and Clackamas Health Centers may each be referred to individually as a “Party” and collectively as the “Parties”.

Program: Behavioral Health Transitions of Care	CareOregon Agreement Number: MBR 281 LAN: 2B
Provider Contact: Angie Amundson, Andrew Suchocki	CareOregon Contact: Syrett Torres, Hannah Rosenau
E-mail: asuchocki@clackamas.us aamundson@clackamas.us	E-mail: torress@careoregon.org , Rosenauh@careoregon.org

I. Recitals

- A. CareOregon is a Limited Liability Corporation contracted with the Oregon Health Authority (“OHA”) via a Health Plan Services, Coordinated Care Organization Contract and Cover All Kids Health Plan Services Contract (intentionally referred to in the singular as the “CCO Contract”) to operate as a Coordinated Care Organization for the Oregon Health Plan (“OHP”).
- B. This Agreement is distinct and separate from the Provider’s Provider 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.
- C. Both entities acknowledge this project, and its funding is separate from any of CareOregon’s other funding projects.

II. Program Description:

This Program supports safety net providers in improving transition of care for members who are medically complex with co-occurring behavioral health disorder, which will improve health outcomes and ensure members receive services in a timely and consistent way.

III. Program Objectives:

The objectives of the Program are to support enhanced transitions of care between healthcare facilities and providers. Currently, there is a systemic lack of follow-up with

primary care providers, coordination of care across providers, and poor patient social support which frequently leads to higher rates of rehospitalizations, and inpatient hospitalizations related to behavioral health. The funding provided through this Agreement will assist Providers targeted efforts to facilitate improved outcomes for this high priority member population.

Eligibility:

The following guidelines must be met to be eligible for participation in this Program:

- a) Must be a Primary Care Patient Centered Home (“PCPCH”) provider, recognized as Tier 3 or higher.
- b) Provider will provide ongoing psychiatric medication management. This requirement can be met in any of the following ways:
 - With consultation via Oregon Psychiatric Access Line Adult (“OPAL-A”)
 - With an in-house/staff full time employee Psychiatric Mental Health Nurse Practitioner (“PMHNP”)
 - Contracting with a telepsychiatry provider
 - Developing direct partnership with a CareOregon specialty behavioral health provider.
- c) Provider will utilize the following tools to strengthen coordination of care.
 - Through Health Information Technology (“HIT”) optimization via PointClickCare (formerly Collective Medical) or another platform.
 - Through partnership with Regional Care Team/Intensive Care Coordination (“RCT/ICC”) care management teams.

IV. Obligations:

A. Provider agrees to:

1. Perform the work needed towards meeting the Program Objectives during the period of this Agreement, as further stipulated below:
 - i. Provider will perform a self-analysis of gap(s) in their behavioral health care transition services for members who are medically complex with co-occurring behavioral health disorders. Provider will then design and implement intervention(s) to address the gap(s). Interventions can include but are not limited to the following:
 - Improve Electronic Health Record (“EHR”) and other technology support.
 - Build alternate access pathways (i.e., telehealth)
 - Design or improve existing workflows for care coordination.
 - Implement psychiatric medication management improvement planning.
 - ii. Clinics will monitor progress through an action plan and metrics related to their intervention(s) of choice to determine the efficacy of their program. The

intention is for the Provider to build out a program with their interventions that will be a value-add to the Behavioral Health Transitions of Care team/program that will have a long-term effect on member services, cost of care, and health outcomes.

2. Submit via email to CareOregon representative Heather Cornell at cornellh@careoregon.org and Paymentmodel@careoregon.org as outlined in the template presented in Attachment A:
 3. Use the funding provided for this Program solely on needs and activities pertaining to this Agreement.
 4. Meet with CareOregon personnel at a mutually agreed upon time should CareOregon request a check-in with Provider to review Program progress.
 5. Provider agrees they are responsible for promptly notifying CareOregon of any significant obstacles or delays in meeting any obligations contemplated by this Agreement.
- B. Success of the project will be determined by CareOregon's evaluation and approval of the final report content as validation that satisfactory progress towards meeting the project goals have been attained. If it is determined that satisfactory progress has not been made, CareOregon and Provider will work together to develop a plan to ensure that the funding under this agreement is used to improve the health of CareOregon members.
- C. Both parties agree that this funding is for the period specified above only and does not imply or guarantee ongoing funding.

V. Payment:

- A. CareOregon will pay Provider the amount not to exceed **\$350,000.00** for the duration of the agreement.
1. CareOregon will pay Provider \$175,000.00 upon Agreement execution. Payment will be made to Provider within 30 days upon signature by both parties and execution of this Agreement.
 2. CareOregon will pay Provider \$87,500.00 contingent upon timely receipt and approval by CareOregon of the first narrative report due December 1, 2023.
 3. CareOregon will pay Provider \$87,500.00 contingent upon timely receipt and approval by CareOregon of the final report based on performance due October 31, 2024.

VI. Term and Termination.

- A. **Term.** This Agreement is October 1, 2023 ("Effective Date") and will terminate, September 29, 2024.

- 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.
 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

VII. Representations and Warranties.

- A. **General Warranty.** Provider represents and warrants that Provider, and its employees, agents, contractors, or representatives possess the knowledge, skill, experience necessary to execute all obligations contemplated for under this agreement and will execute such obligations, including performance of any services required hereunder, in a timely manner and with the maximum reasonable degree of quality, care, and attention to detail.
- B. Provider expressly represents and warrants to CareOregon that Provider is eligible to participate in and receive payment pursuant to this Agreement. In so doing, Provider certifies by entering into this Agreement that neither it nor its employees, agents, contractors, or representatives are: (1) placed on the Tier Monitoring System by CareOregon's Peer Review Committee; or (2) are presently declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency.
- C. Should it be determined that Provider was ineligible to receive funding from CareOregon pursuant to this Agreement for any reason, Provider expressly agrees to promptly repay all such funding disbursed to it under this Agreement and Any discontinued funding that has been withheld will not be disbursed.
- D. If Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues that may impact

Provider's contractual relationship with CareOregon, CareOregon may discontinue all funding associated with this Agreement 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.

VIII. General Provisions:

- A. **Force Majeure.** 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 provided such Party gives notice to the other Party, as soon as reasonably practicable, specifying the nature and the expected duration thereof. Failure of a Party to give notice shall not prevent such Party from relying on this Section except to the extent that the other Party has been prejudiced thereby.
- B. **Amendments and Waivers.** No amendment, modification, discharge, or waiver of this Agreement 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, discharge, or waiver is sought. A waiver or discharge of any of the terms and conditions hereof shall not be construed as a waiver or discharge of any other terms and conditions hereof.
- C. **Confidentiality and Marketing.**
1. During performance of this Agreement, Provider may be given access to information that relates to CareOregon's business activities, products, services, personally identifiable employee information, or protected health information ("PHI") of Members. All such information shall be deemed "Confidential Information". Provider may use the Confidential Information only in connection with the specific duties authorized pursuant to this Agreement. Provider agrees to protect the confidentiality of all Confidential Information and specifically safeguard the health information of Members as it applies to activities related to this program.
 2. **HIPAA and HITECH.** Both parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
 3. Provider agrees to notify CareOregon of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.
 4. In addition to the above, both Parties agree that this Agreement and all negotiations and related documentation will remain confidential and that no press, news releases, or other publicity release or communication to the general public concerning the obligations contemplated herein will be issued without providing a written copy of the communication to the other Party and receiving the other Party's prior written approval, unless applicable law requires such disclosure. In addition, both Parties agree that they must obtain written permission prior to using the other Party's name, trade name, image, symbol,

design, or trademark in any marketing, advertising, or promotional campaign in any medium or manner. Email approval by CareOregon or the Provider Contact will suffice as written approval.

5. The requirements of this Section C., **Confidentiality and Marketing**, apply to any of Provider's employees, contractors, agents, or representatives and it is Provider's responsibility to assure compliance with all such requirements. In addition, this Section shall survive the expiration or termination of this Agreement.

D. **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, workers compensation insurance coverage in amounts standard to its industry and at minimum amounts equal to the Oregon Tort Claim limits, and any other required insurance coverage customary in the business in which the Provider and CareOregon are engaged. If the Oregon Tort Claims Act is applicable to either CareOregon or the Provider, this section is modified by its terms.

E. **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.

F. **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 that it and its employees are not excluded from Federal healthcare programs and is 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.

- G. **Relationship of the Parties.** CareOregon and Provider are independent entities who are contracting with each other solely for the purpose of effecting the provisions of this Agreement for services. No provision of this Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership, or any other business or corporate relationship between the Parties hereto other than that of independent contractors.
- H. **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.
- I. **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.
- J. **Notices.** A notice given under this agreement shall be deemed effective only upon the other Party's receipt of it.
- K. **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.

<signature page to follow>

Agreed to on behalf of Clackamas Health Centers

Signature: _____

Name: _____

Title: _____

Date: _____

Agreed to on behalf of CareOregon, Inc.

Signature: _____

Name: Teresa K. Learn

Title: Chief Financial Officer

Date: _____

TIN: _____

Attachment A

Progress Report: Behavioral Health Transitions of Care Initiative

Submit report per timeline in Agreement to paymentmodel@careoregon.org and cc: Heather Cornell cornellh@careoregon.org

Clinic Information

Organization Name	Clackamas Health Centers	
Main Contact Name		
Main Contact Email		
Organization Tax ID Number		
Amount Requested	Report 1:	Final Report:
Approved/date (internal use)		

Please provide narrative description and program measurement information below. One- two paragraphs for each area are sufficient.

1. **Population and areas of opportunity**
 - a) Please describe your organization’s current engagement strategy for Members with mental health needs entering primary care.
 - b) Describe your clinic’s population and the gaps in care.
 - c) Describe any exclusion criteria for these members for whom you are caring.
 - d) Describe the barriers you face in engagement and access to transitions of care.

2. **Improvement Goals**
 - a.) Please provide annual goals that your site will focus on to achieve improvement for member access. Be as SMART (“Specific, Measurable, Attainable, Realistic and Timely”) as possible.

Improvement Goal
1.
2.
3.
4.

3. **Interventions**
 - a.) Briefly describe the proposed intervention designed to improve this gap. Please identify the key resources (programs, staff, training, etc.) that will be leveraged in the

intervention and reference how they are designed to improve health outcomes, improve patient safety/ reduce medical errors, and/or promote, and increase wellness and health activities.

Examples of potential interventions:

- *Improve Electronic Health Record (“EHR”) and other technology supports.*
- *Alternate access pathways like telehealth*
- *Design or improve existing workflows for care coordination.*
- *Implement psychiatric medication management improvement plan.*

4. Process Improvement/Implementation Plan

Describe the implementation plan that will achieve your interventions.

- a) Identify the actions you will take toward advancing your stated goals above.
- b) Provide a timeline and milestones.
- c) Identify if you already have specialty behavioral health organization that you are connected with and how your work will increase member engagement with the care teams at the partner organization.
- d) Describe any additional data/information/support you need to implement the plan.

5. Monitoring Metrics

Identify and develop quality improvement or health outcome measures to track progress. **Two metrics minimum** will be required to track outcomes during this program; the metrics should demonstrate measurable improvement towards the goals that you identified in question two.

Examples of potential metric areas:

- *Focus population member engagement*
- *Psychiatric medication management*
- *Access to care via Traditional Health Workers (“THW”) workforce*
- *Reduction of emergency department readmissions*
- *Members successfully connected back to care teams*

Please provide a baseline measurement (this can be zero if applicable) and a goal for each metric. Metrics will be monitored over the next 12 months and reported again for final measurement.

Metric Chosen	Baseline Measurement	Goal	Source	Final Measurement

6. **Staffing Model**

Please provide a brief narrative to describe how staff will be affected by proposed changes.

- a) What staff members/roles will be involved in this project?
- b) How will their work be impacted?
- c) What additional roles will you be adding?
- d) Describe the impact this work will have on staff related to satisfaction, performance, etc.

7. **Budget and Additional Resources**

Please include a general description for how funds will be allocated.