

May 23, 2019

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #6 to the Intergovernmental Agreement with  
Multnomah County, for a Public Health Officer

<b>Purpose/Outcomes</b>	Amendment #6 extends the term of the agreement one year and adds funding. The Health Officer provides health and medical consultation and leadership services and will serve as the Health Officer of record for Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The amendment adds \$197,009. for a new total of \$1,070,932.
<b>Funding Source</b>	Local Public Health Authority grant funds through the Oregon Health Authority. No County General Funds are involved.
<b>Duration</b>	Effective July 01, 2019 and terminates on June 30, 2020
<b>Previous Board Action</b>	The Original contract was approved by the BCC. June 26, 2014 Agenda item 062614-A15, Amendment #1 July 9, 2015 Agenda item 070915-A7, Amendment #3 July 7, 2017 Agenda item 070716-A2, Amendment #4 July 6, 2017 Agenda item 070617-A6, Amendment #5 July 12, 2018 Agenda item 071218-A3
<b>Strategic Plan Alignment</b>	1. Efficient and effective Services 2. Build a strong infrastructure
<b>Counsel Review</b>	County Counsel has review and approved this document on May 13, 2019
<b>Contact Person</b>	Richard Swift, H3S , 503-650-5694
<b>Contract No.</b>	6836-06

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #6 to the Intergovernmental Agreement with Multnomah County. The Health Officer provides health and medical consultation and leadership services and will serve as the Health Officer of record for Clackamas County.

Amendment #6 adds \$197,009. for a new total of \$1,070,932. Amendment #6 extends the term of the agreement for one year. Amendment #5 is effective July 01, 2019 through June 30, 2020.

**RECOMMENDATION:**

Staff recommends the Board approval of this amendment and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services

**MULTNOMAH COUNTY  
INTERGOVERNMENTAL AGREEMENT AMENDMENT**  
*(Amendment to change Contract provisions during contract term)*

Contract Number 201403  
Amendment: 6


This is an amendment to Multnomah County's Contract referenced above effective July 1, 2019 between Multnomah County, Oregon, hereinafter referred to as County, and Clackamas County, hereinafter referred to as Contractor.

The parties agree the following changes are made to Contract number 201403:

1. The renewal term of this contract is July 1, 2019 to June 30, 2020.
2. Any funding adjustment of more than ten percent (10%) between major budget categories (Personnel and Internal Services) shall require the Contractor's prior written approval. Invoices will include a breakdown of current and year-to-date totals for individual personnel and each overall major budget category.
3. \$197,009 in funding is added to this contract for the above referenced renewal term.
4. All other terms and conditions of the contract shall remain the same.

**MULTNOMAH COUNTY, OREGON:**

**CONTRACTOR:**

County Chair or Designee: N/A  
Date: N/A  
Dept Director or Designee:  Wendy Lear /  
Date: 5/8/19 MCHD

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**REVIEWED:**

JENNY M. MADKOUR  
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By \_\_\_\_\_  
Assistant County Attorney  
Date: \_\_\_\_\_

Approved as to form  
by: \_\_\_\_\_  
Date: \_\_\_\_\_

May 23, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval for Amendment #5 to a Revenue Agreement with CareOregon for the  
Primary Care Payment Model (Track 1) Program -  
Per Member Per Month (PMPM) Incentive Program**

<b>Purpose/Outcomes</b>	Provides Clackamas County Health Centers Division (CCHCD) funding for working towards improvement in patient's behavioral health outcomes.
<b>Dollar Amount and Fiscal Impact</b>	Based on number of clients reported and by what percentage the measure was increased during reporting period. This is a no maximum agreement. No County General Funds are involved. No matching funds required.
<b>Funding Source</b>	CareOregon
<b>Duration</b>	Effective July 1, 2019 and terminates on June 30, 2020
<b>Previous Board Action</b>	There has been no previous board action.
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. It was approved on May 13, 2019.
<b>Contact Person</b>	Deborah Cockrell 503-742-5495
<b>Contract No.</b>	8485_05

**BACKGROUND:**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of Amendment #5 to a Revenue agreement with CareOregon for the Primary Care Payment Model (Track 1) Program - Per Member Per Month (PMPM) Incentive Program.

CareOregon offers payment incentives to organizations that have been qualified as a Patient Centered Primary Care Home and who have a Primary Care Payment Model (Track 1) Letter of Agreement with CareOregon. This Amendment is needed to extend the agreement with the effective dates of July 1, 2019 to June 30, 2020, with the new payment model measurements. There is no way to determine the amount of revenue to be received as this is determined based on the number of members assigned to CCHCD and the amount of measured improvement reported per quarter. CCHCD is eligible for revenue generated per member per month (PMPM) depending on level of achievement at the Sandy clinic. Due to these factors we are processing this as a No Maximum Agreement.

This Amendment #5 is effective July 1, 2019 and continues through June 30, 2020.

**RECOMMENDATION:**

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services

**Contract Transmittal Form**  
**Health, Housing & Human Services Department**

**H3S Contract #:** 8485

**Division:** HC

Subrecipient

**Board Order #:**

**Contact:** Council, Amy

Revenue

**Program Contact:**

Amend # 5 \$

Johnson, Ed

Procurement Verified

Aggregate Total Verified

Non BCC Item

BCC Agenda

**Date:**

**CONTRACT WITH:** CareOregon Inc. PCPM

**CONTRACT AMOUNT:** No Maximum

**TYPE OF CONTRACT**

Agency Service Contract

Memo of Understanding/Agreement

Construction Agreement

Professional, Technical & Personal Services

Intergovernmental Agreement

Property/Rental/Lease

Interagency Services Agreement

One Off

**DATE RANGE**

Full Fiscal Year 7/1/2019 - 6/30/2020

4 or 5 Year -

Upon Signature -

Biennium -

Other -

Retroactive Request? -

**INSURANCE** What insurance language is required?

Checked Off  N/A

**Commercial General Liability:**  Yes  No, not applicable  No, waived

If no, explain why:

**Business Automobile Liability:**  Yes  No, not applicable  No, waived

If no, explain why:

**Professional Liability:**  Yes  No, not applicable  No, waived

If no, explain why: Not required

Approved by Risk Mgr \_\_\_\_\_

Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No  Yes (must have CC approval-next box)

N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Andrew Naylor

Date Approved: Monday, May 13, 2019

OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

**SIGNATURE OF DIVISION REPRESENTATIVE:**

Date:  5/14/19

H3S Admin  
Only

Date Received: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Sent: \_\_\_\_\_

# AGREEMENTS/CONTRACTS

New Agreement/Contract  
X Amendment/Change Order Original Number \_\_\_\_\_

**ORIGINATING COUNTY**

**DEPARTMENT: Health, Housing Human Services  
Health Centers**

**PURCHASING FOR: Contracted Services** \_\_\_\_\_

**OTHER PARTY TO**

**CONTRACT/AGREEMENT: CareOregon Inc. PCPM** \_\_\_\_\_

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PURPOSE OF**

**CONTRACT/AGREEMENT:** This is a pilot program for the per member per month (PMPM) payments made by CareOregon to CCHCD based on reporting matrix's and deadlines

Amendment #5 is needed to show the reimbursement rates CareOregon has dictated for services rendered in FY19-20.

**H3S CONTRACT NUMBER: 8485** \_\_\_\_\_

# COUNTY COUNSEL DOCUMENT REVIEW TRANSMITTAL FORM

**DATE:** Wednesday, April 16, 2019

**TO: COUNTY COUNSEL ATTORNEY:** Andrew Naylor or available County Attorney

**FROM:** Amy Council, Contract Administration

**EXTENSION:** 6757

**DEPARTMENT/DIVISION:** Health, Housing and Human Services Department

**BILL TO** (*Department/Division to be billed*):  Health Centers

**Contract #** 8485-05

**TYPE OF DOCUMENT:** Professional, Technical, and Consultant Service Agreement

**CONTRACTOR NAME:** CareOregon

**REQUESTED RETURN DATE:** Wednesday, May 1, 2019

*Thank You!*

**APPROVED AS TO FORM:**

**County Counsel:**  **Date:** 5/13/19

**Counsel Comments:** See prior comments.

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**CareOregon, Inc.**

**Letter of Agreement**

**#8485\_05**

**Primary Care Payment Model – Track 1**

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County acting by and through its Health, Housing and Human Services Department, Health Center Division (Provider), effective July 1, 2019 through June 30, 2020.

**I. Recitals:**

- A. CareOregon and Provider are independent companies.
- B. This Agreement is distinct and separate from the Provider Services Agreement in place between CareOregon and Provider, and shall be applicable only so long as the Provider Services Agreement remains in place and is effective between CareOregon and Provider.
- C. If the State of Oregon or the contracted Coordinated Care Organization changes the requirements for Patient Centered Primary Care Home (PCPCH) Supplemental Payment, this Agreement will be re-evaluated.
- D. This Agreement supersedes any existing or previous Letter of Agreement for the CareOregon Primary Care Payment Model (PCPM) between CareOregon and Provider for the participating clinics specified in this Agreement.

**II. Quality Incentive Payments:**

- A. For the period of this Agreement, participating clinics are eligible to receive a risk-adjusted per member per month (PMPM) quality incentive payment.
- B. Quality incentive payment level is determined by performance on data submission of five (5) selected measures from the PCPM Track 1 Clinical Quality Measure Set:

<b>Performance on Clinical Quality Measures</b> <i>(Improvement targets are adjusted if reporting periods vary from 6-month timeframes.)</i>	<b>Payment Level</b>
Data not submitted by deadline.	Level 0
≥ 3.0% improvement on <b>0</b> measures within reporting period	Level 1
≥ 3.0% improvement on <b>1-2</b> measures within reporting period	Level 2
≥ 3.0% improvement on <b>3-5</b> measures within reporting period	Level 3

- C. Participating clinics:

<b>Clinic Name</b>	<b>PMPM Rate</b>			
	<b>Level 0</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
1. SANDY HEALTH CLINIC	\$0.00	\$1.00*	\$2.00*	\$4.00*

*\*PMPM Rates are risk adjustment using a methodology based on a combination of risk scores and rate codes used by OHA and CMS. This method uses both the Chronic Illness & Disability Payment System (CDPS) and Hierarchical Condition Category (HCC) risk models.*

### III. Conditions of Payment:

- A. CareOregon will pay participating clinics a monthly PMPM incentive payment, provided this Agreement is fully executed, according to the following timelines:
  - 1. If Provider's Agreement is executed prior to June 15<sup>th</sup>, 2019, PMPM will commence on the Agreement effective date.
  - 2. If Provider's Agreement is executed between the 16<sup>th</sup> and the last day of June 2019, PMPM will commence in two (2) months.
  - 3. Quality measure improvement targets will not be adjusted based on timing of Agreement execution.
- B. Payment will be made monthly based on the number of members assigned to participating clinics where the primary plan coverage is CareOregon Oregon Health Plan, as of the fifth (5<sup>th</sup>) of the month.
- C. CareOregon will not pay Provider a retro-active PMPM.
- D. This Agreement shall be applicable provided participating clinics are recognized by the State of Oregon as Tier Three (3) or higher PCPCH.
- E. This Agreement shall be applicable provided total CareOregon membership assigned to Provider is no fewer than 500 members.

### IV. Terms:

- A. Provider agrees to notify CareOregon within thirty (30) days of any changes that may affect any participating clinic's ability to maintain eligibility requirements of the CareOregon PCPM.
- B. Payments may be immediately suspended for participating clinics that cease to meet eligibility requirements and may resume upon notification of eligibility fulfillment.
- C. Provider agrees that payments received will be used to support the appropriate participating clinic.
- D. Provider agrees to submit reporting data for the five (5) selected Clinical Quality Measures as defined in Exhibit A prior to data submission deadlines.
- E. Provider agrees to select measures that will include at least 30 patients in the denominator, using aggregated Provider system data.
- F. All clinical quality measure substitutions must be identified and finalized prior to the execution of this Agreement. No changes will be permitted to clinical quality measures during the period of this Agreement.
- G. All data for selected clinical quality measures must be submitted for the entire patient population of each participating clinic, including all payors, self-pay, and uninsured.
- H. All data must be submitted using rolling 12-month methodology.
- I. Performance on all clinical quality measures is calculated using data specific and exclusive to each participating clinic.
- J. To ensure appropriate payment of funds under this Agreement, Provider will ensure clinic-specific billing for each participating clinic. Clinic-specific billing requires claims submission using professional claims forms (CMS-1500 or 837P) with a clinic-specific National Provider Identifier (NPI) submitted as the billing provider (CMS-1500 item 33a or 837 loop ID 2010AA).

- K. Clinics new to participation in CareOregon PCPM Track 1 at the time of Agreement execution, will receive quality incentive payment level one (1) until the first payment adjustment date as specified in IV.N.
- L. Clinics participating in PCPM Track 1 at the time of Agreement execution, will receive the quality incentive payment level currently assigned until the first payment adjustment date as specified in IV.N.
- M. Data must be submitted prior to data submission deadlines for selected clinical quality measures.
- N. Quality incentive payment level may be adjusted as scheduled on payment adjustment date following data submission:

<b>Data Submission Deadline</b>	<b>Reporting Period (Rolling 12-months)</b>	<b>Improvement Target</b>	<b>Payment Adjustment Date</b>
August 31, 2019	April 2019 – June 2019*	1.5%*	December 2019
February 29, 2020	July 2019 – December 2019	3.0%	June 2020

*\*Improvement target is adjusted for abbreviated 3-month reporting period.*

- O. If data is not submitted prior to data submission deadlines for selected clinical quality measures, participating clinics will receive quality incentive payment level zero (0), effective on payment adjustment date until the next scheduled payment adjustment date.
- P. Data submitted for any clinical quality measure that is incomplete, invalid, or erroneous will be excluded from the payment level calculation for that reporting event.
- Q. This Agreement may be amended by CareOregon upon written notice to Provider to reflect immaterial programmatic changes to the CareOregon PCPM. Any other changes to this Agreement can only be amended by a written agreement signed by the parties hereto.
- R. Both entities acknowledge that this program will be reviewed periodically.
- S. This Agreement is renewable at the discretion of CareOregon.
- T. Either party may terminate this Agreement with 30 days written notice.

**V. General Provisions:**

- A. Should Provider’s participation in the CareOregon Provider Agreement terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the period outlined above.
- B. To the extent permitted under applicable law, Provider agrees not to disclose trade secret information in this Agreement and agrees to keep it confidential. To the extent authorized by applicable law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.
- C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to this Agreement. Email approval by CareOregon or Provider will suffice as written approval.
- D. Provider is not eligible to participate 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 to CareOregon's satisfaction. Discontinued funding will not be disbursed.

- E. 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.

<Signature page to follow>

**Agreed to on behalf of Clackamas County:**

**Agreed to on behalf of CareOregon, Inc.:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: Richard Swift

Name: Eric C. Hunter

Title: Director

Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### CareOregon 2019-20 PCPM Track 1 Reporting Specifications

Numerator and denominator values must be submitted for selected clinical quality measures, for each month in the reporting period.

#### Example of Rolling 12-Month Methodology

Reporting Month	Rolling 12-Month Reporting Period
July 2019	August 1, 2018 – July 31, 2019
August 2019	September 1, 2018 – August 31, 2019
September 2019	October 1, 2018 – September 30, 2019

#### PCPM Track 1 Clinical Quality Measure Set

	Clinical Quality Measures – Five (5) Total Required	Specification*	Selection
<b>Priority Measures – Three (3) Required</b>	Adolescent Well Care Visits	CCO Incentive	
	Alcohol & Drug Misuse (SBIRT 18+ & CRAFFT 12+)	CCO Incentive	<b>X</b>
	Breast Cancer Screening	NQF 2372	<b>X</b>
	Childhood Immunization Status (Combo 2)	CCO Incentive	
	Cigarette Smoking Prevalence (start at 13)	CCO Incentive	
	Controlling Blood Pressure	CCO Incentive	
	Colorectal Cancer Screening	CCO Incentive	<b>X</b>
	Effective Contraception Use	CCO Incentive	<b>X</b>
	Prenatal Care in First Trimester (Prenatal Only)	CCO Incentive	
	Weight Assessment & Counseling for Nutrition & Physical Activity for Children/Adolescents	CCO Incentive	
	Diabetes: Eye Exam	NQF 0055	
	Diabetes: Hemoglobin A1c Poor Control (% A1c > 9.0%)	CCO Incentive	<b>X</b>
	Diabetes: Medical Attention for Nephropathy	NQF 0062	
<b>Non-Priority Measures</b>	Diabetes: Blood Pressure Management (% BP < 140/90)	NQF 0061	
	Diabetes: LDL Management and Control (% LDL < 100)	NQF 0064	
	Advanced care planning among patients 65+	NQF 0326	
	Cervical Cancer Screening	NQF 0032	
	Developmental Screening	CCO Incentive	
	Eligible population with a Flu Shot	NQF 0041	
	First Tooth Measure	TBD	
	Immunization for Adolescents (Combo 1)	CCO Incentive	
	Medication Review among patients 66+	NQF 0553	
	Screening for Depression and Follow up Plan	CCO Incentive	
	Use of Appropriate Asthma Meds	NQF 0036	
	Well-Child visits in the First 15 months of life (5+)	NQF 1392	
	% Patients with ED Visits Receiving a Follow Up Call	TBD	

\*CCO incentive specifications refer to current year provisions as defined by the Oregon Health Authority.

May 23, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval for Amendment #4 to a Revenue Agreement with CareOregon for the  
Primary Care Payment Model (Track 2) Program -  
Per Member Per Month (PMPM) Incentive Program**

<b>Purpose/Outcomes</b>	Provides Clackamas County Health Centers Division (CCHCD) funding for working towards improvement in patient's behavioral health outcomes.
<b>Dollar Amount and Fiscal Impact</b>	Based on number of clients reported and by what percentage the measure was increased during reporting period. This is a no maximum agreement. No County General Funds are involved. No matching funds required.
<b>Funding Source</b>	CareOregon
<b>Duration</b>	Effective July 1, 2019 and terminates on June 30, 2020
<b>Previous Board Action</b>	The Board last reviewed and approved this contract on October 18, 2018, agenda item A1.
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. It was approved on May 13, 2019.
<b>Contact Person</b>	Deborah Cockrell 503-742-5495
<b>Contract No.</b>	8489_04

**BACKGROUND:**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of Amendment #4 to a Revenue agreement with CareOregon for the Primary Care Payment Model (Track 2) Program - Per Member Per Month (PMPM) Incentive Program.

CareOregon offers payment incentives to organizations that have been qualified as a Patient Centered Primary Care Home and who have a Primary Care Payment Model (Track 2) Letter of Agreement with CareOregon. This Amendment is needed to extend the agreement with the effective dates of July 1, 2019 to June 30, 2020, with the new payment model measurements. There is no way to determine the amount of revenue to be received as this is determined based on the number of members assigned to CCHCD and the amount of measured improvement reported per quarter. CCHCD is eligible for revenue generated per member per month (PMPM) depending on level of achievement at the Beaver Creek, Sunnyside and Gladstone clinics. Due to these factors we are processing this as a No Maximum Agreement.

This Amendment #4 is effective July 1, 2019 and continues through June 30, 2020.

**RECOMMENDATION:**

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services

**Contract Transmittal Form**  
**Health, Housing & Human Services Department**

**H3S Contract #:** 8489

**Division:** HC

Subrecipient

**Board Order #:**

**Contact:** Council, Amy

Revenue

Amend # 4 \$

**Program Contact:**

Wilson, James

Procurement Verified

Aggregate Total Verified

Non BCC Item

BCC Agenda

**Date:**

**CONTRACT WITH:** CareOregon Patient and Population Centered Primary Care Home - PCPM

**CONTRACT AMOUNT:** No Maximum

**TYPE OF CONTRACT**

Agency Service Contract

Memo of Understanding/Agreement

Construction Agreement

Professional, Technical & Personal Services

Intergovernmental Agreement

Property/Rental/Lease

Interagency Services Agreement

One Off

**DATE RANGE**

Full Fiscal Year 7/1/2019 - 6/30/2020

4 or 5 Year - -

Upon Signature - -

Biennium - -

Other - -

Retroactive Request? - -

**INSURANCE** What insurance language is required?

Checked Off  N/A

**Commercial General Liability:**  Yes  No, not applicable  No, waived

If no, explain why:

**Business Automobile Liability:**  Yes  No, not applicable  No, waived

If no, explain why:

**Professional Liability:**  Yes  No, not applicable  No, waived

If no, explain why: Not required

Approved by Risk Mgr \_\_\_\_\_

Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?

No  Yes (must have CC approval-next box)

N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Andrew Naylor

Date Approved: Monday, May 13, 2019

OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

**SIGNATURE OF DIVISION REPRESENTATIVE:**

Date:  \_\_\_\_\_

5/14/19

H3S Admin  
Only

Date Received: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Sent: \_\_\_\_\_



# AGREEMENTS/CONTRACTS

New Agreement/Contract

X Amendment/Change Order Original Number \_\_\_\_\_

ORIGINATING COUNTY

DEPARTMENT: **Health, Housing Human Services  
Health Centers**

PURCHASING FOR: **Contracted Services** \_\_\_\_\_

OTHER PARTY TO

CONTRACT/AGREEMENT: **CareOregon Patient and Population Centered Primar** \_\_\_\_\_

BOARD AGENDA ITEM

NUMBER/DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

PURPOSE OF

CONTRACT/AGREEMENT: Beaver creek, Sunnyside, Gladstone, and Sandy Clinic's are participating in the Patient and Population Centered Primary Care Home Payment Model. Clinic must report on 5 measures monthly covering their total population, participate in an patient attribution improvement project, and participate in CAHPS fielded by CareOregon.

Amendment #4 is needed to show reimbursement rates for services rendered as dictated by CareOregon for FY19-20.

H3S CONTRACT NUMBER: **8489** \_\_\_\_\_

# COUNTY COUNSEL DOCUMENT REVIEW TRANSMITTAL FORM

**DATE:** Wednesday, April 17, 2019

**TO: COUNTY COUNSEL ATTORNEY:** Andrew Naylor or available County Attorney

**FROM:** Amy Council, Contract Administration

**EXTENSION:** 6757

**DEPARTMENT/DIVISION:** Health, Housing and Human Services Department

**BILL TO** (*Department/Division to be billed*):  Health Centers

**Contract #** 8489-04

**TYPE OF DOCUMENT:** Professional, Technical, and Consultant Service Agreement

**CONTRACTOR NAME:** CareOregon

**REQUESTED RETURN DATE:** Wednesday, May 1, 2019

*Thank You!*

**APPROVED AS TO FORM:**

**County Counsel:**  **Date:** 5/13/19

**Counsel Comments:** See prior emails.

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**CareOregon, Inc.**

**Letter of Agreement**

**#8489\_04**

**Primary Care Payment Model – Track 2**

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) Clackamas County acting by and through its Health, Housing and Human Services Department, Health Center Division (Provider), effective July 1, 2019 through June 30, 2020.

**I. Recitals:**

- A. CareOregon and Provider are independent companies.
- B. This Agreement is distinct and separate from the Provider Services Agreement in place between CareOregon and Provider, and shall be applicable only so long as the Provider Services Agreement remains in place and is effective between CareOregon and Provider.
- C. If the State of Oregon or the contracted Coordinated Care Organization changes the requirements for Patient Centered Primary Care Home (PCPCH) Supplemental Payment, this Agreement will be re-evaluated.
- D. This Agreement supersedes any existing or previous Letter of Agreement for the CareOregon Primary Care Payment Model (PCPM) between CareOregon and Provider for the participating clinics specified in this Agreement.

**II. Clinical Quality Incentive Payments:**

- A. For the period of this Agreement, participating clinics are eligible to receive a risk-adjusted per member per month (PMPM) Clinical Quality Incentive Payment (QIP).
- B. QIP payment level is determined by performance on selected Clinical Quality Measure Set:

<b>Performance on Clinical Quality Measure Set</b>	<b>Payment Level</b>
Meet program targets on <b>0-5</b> clinical quality measures	Level 0
Meet program targets on <b>6-7</b> clinical quality measures	Level 1
Meet program targets on <b>8-9</b> clinical quality measures	Level 2
Meet program targets on <b>10-12</b> clinical quality measures	Level 3

- C. Participating clinics and selected Clinical Quality Measure Sets:

<b>Family Practice (FP) Clinical Quality Measure Set</b>	<b>QIP PMPM Rate</b>			
	<b>Level 0</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>
1. SUNNYSIDE HEALTH CLINIC	\$0.00	\$3.50*	\$6.50*	\$10.50*
2. CLACKAMAS COUNTY BEAVERCREEK	\$0.00	\$4.00*	\$7.50*	\$12.10*

<b>Pediatric (Peds) Clinical Quality Measure Set</b>	<b>QIP PMPM Rate</b>			
	<b>Level 0</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>

1. GLADSTONE COMMUNITY CLINIC	\$0.00	\$3.00*	\$5.55*	\$8.95*
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*\*PMPM Rates are risk adjustment using a methodology based on a combination of risk scores and rate codes used by OHA and CMS. This method uses both the Chronic Illness & Disability Payment System (CDPS) and Hierarchical Condition Category (HCC) risk models.*

**III. Cost of Care Incentive Payments:**

- A. For the period of this Agreement, participating clinics are also eligible to receive a PMPM Cost of Care Incentive Payment (COC).
- B. COC payment level is determined by performance on applicable Cost of Care Measure:

Performance on Cost of Care Measure	Payment Level	COC PMPM
Target Not Met on Cost of Care Measure	Level 0	\$0.00
Target Met on Cost of Care Measure	Level 1	\$1.50

**IV. Conditions of Payment:**

- A. CareOregon will pay participating clinics a monthly PMPM incentive payment, provided this Agreement is fully executed, according to the following timelines:
  - 1. If Provider’s Agreement is executed prior to June 15<sup>th</sup>, 2019, PMPM will commence on the Agreement effective date.
  - 2. If Provider’s Agreement is executed between the 16<sup>th</sup> and the last day of June 2019, PMPM will commence in two (2) months.
  - 3. Quality measure improvement targets will not be adjusted based on timing of Agreement execution.
- B. Payment will be made monthly based on the number of members assigned to participating clinics where the primary plan coverage is CareOregon Oregon Health Plan, as of the fifth (5<sup>th</sup>) of the month.
- C. CareOregon will not pay Provider a retro-active PMPM.
- D. This Agreement shall be applicable provided participating clinics are recognized by the State of Oregon as Tier Four (4) or higher PCPCH.
- E. This Agreement shall be applicable provided total CareOregon membership assigned to Provider is no fewer than 500 members.

**V. Terms:**

- A. Provider agrees to notify CareOregon within thirty (30) days of any changes that may affect any participating clinic’s ability to maintain eligibility requirements of the CareOregon PCPM.
- B. Payments may be immediately suspended for participating clinics that cease to meet eligibility requirements and may resume upon notification of eligibility fulfillment.
- C. Provider agrees that payments received will be used to support the appropriate participating clinic(s).
- D. Provider agrees to submit reporting data for the selected Clinical Quality Measure Set as defined in Exhibit A and prior to data submission deadlines.

- E. All clinical quality measure substitutions must be identified and finalized prior to the execution of this Agreement. Clinical quality measure substitutions apply to all participating clinics reporting on the affected Clinical Quality Measure Set.
- F. No changes will be permitted to clinical quality measures during the period of this Agreement.
- G. Performance on all clinical quality measures is calculated using data specific and exclusive to each participating clinic.
- H. For each measure indicated as “CareOregon Roster” in selected Clinical Quality Measure Set, participating clinics must submit member-level data for all assigned CareOregon members (Oregon Health Plan and Medicare) where CareOregon is responsible as the primary payor.
- I. For each measure indicated as “Claims” in selected Clinical Quality Measure Set, CareOregon determines performance using fee-for-service claims data.
- J. To ensure appropriate payment of funds under this Agreement, Provider will ensure clinic-specific billing for each participating clinic. Clinic-specific billing requires claims submission using professional claims forms (CMS-1500 or 837P) with a clinic-specific National Provider Identifier (NPI) submitted as the billing provider (CMS-1500 item 33a or 837 loop ID 2010AA).
- K. Clinics new to participation in CareOregon PCPM Track 2 at the time of Agreement execution, will receive QIP payment level one (1) until the first payment adjustment date as specified in V.G.
- L. Clinics currently participating in PCPM Track 2 at the time of Agreement execution, will receive the QIP payment level currently assigned until the first payment adjustment date as specified in V.N.
- M. All participating clinics will initially receive the COC until the first payment adjustment date as specified in V.N.
- N. QIP payment level and COC payment level may be adjusted as scheduled on payment adjustment date following data submission:

<b>Data Submission Deadline</b>	<b>Specifications</b>	<b>Reporting Period</b> <i>(Clinical Quality Measure Set)</i>	<b>Payment Adjustment Date</b>
August 31, 2019 RY-2019-1	Exhibit A	Rolling-12: Jul 01, 2018 – Jun 30, 2019 Calendar Year: Jan 01, 2019 – Jun 30, 2019	December 2019
February 29, 2020 RY-2019-2	Exhibit A	Rolling-12: Jan 01, 2019 – Dec 31, 2019 Calendar Year: Jan 01, 2019 – Dec 31, 2019	June 2020

- O. If data is not submitted prior to data submission deadlines for selected Clinical Quality Measure Set, participating clinics will receive a QIP payment level zero (0), effective on payment adjustment date until the next scheduled payment adjustment date.
- P. Data submitted for any clinical quality measure that is incomplete, invalid, or erroneous will be excluded from the payment level calculation for that reporting event.
- Q. Clinical quality measures that result in fewer than thirty (30) assigned CareOregon members in the denominator, will have performance values calculated using aggregated Provider system data for the affected measure and participating clinic.

- R. Clinical quality measures that result in fewer than thirty (30) assigned CareOregon members in the denominator using aggregated Provider system data will be considered "not met" during performance evaluation.
- S. This Agreement may be amended by CareOregon upon written notice to Provider to reflect immaterial programmatic changes to the CareOregon PCPM. Any other changes to this Agreement can only be amended by a written agreement signed by the parties hereto.
- T. Both entities acknowledge that this program will be reviewed periodically.
- U. This Agreement is renewable at the discretion of CareOregon.
- V. Either party may terminate this Agreement with 30 days written notice.

**VI. General Provisions:**

- A. Should Provider's participation in the CareOregon Provider Agreement terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the period outlined above.
- B. Provider agrees not to disclose the information in this Agreement and agrees to keep it confidential. Provider agrees that the information in this Agreement is proprietary information that represents 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.
- C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to this Agreement. Email approval by CareOregon or Provider will suffice as written approval.
- D. Provider is not eligible to participate 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 to CareOregon's satisfaction. Discontinued funding will not be disbursed.
- E. 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.

**<Signature page to follow>**

**Agreed to on behalf of Clackamas County:**

**Agreed to on behalf of CareOregon, Inc.:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: Richard Swift

Name: Eric C. Hunter

Title: Director

Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### CareOregon 2019-20 PCPM Track 2 Reporting Specifications

#### PCPM Track 2 Clinical Quality Measure Set

PCPM Track 2 Quality Measures	Type	Specification**	Measurement Period	RY2019-1 Target*	RY2019-2 Target*	FP	IM	Peds
				Due 8/31/19	Due 2/29/20			
Adolescent Well Care Visits	Claims	CCO Incentive	Calendar Year	25.7%	55.8%	X	X	X
Well-Child Visits in the Third, Fourth, Fifth and Sixth Years of Life	Claims	NQF 1516	Calendar Year	31.2%	68.0%			X
Breast Cancer Screening	Claims	NQF 2372	Calendar Year	31.2%	68.0%		X	
Care for the Older Adults: Functional Status	Claims	HEDIS	Calendar Year	11.5%	25.0%		X	
Childhood Immunization Status (Combo 2)	Roster	CCO Incentive	Calendar Year	35.2%	76.7%	X		X
Cigarette Smoking Prevalence (start at 13 y/o)	Roster	CCO Incentive	Rolling 12	25.0%	25.0%	X	X	X
Colorectal Cancer Screening	Roster	CCO Incentive	Calendar Year	26.5%	57.8%	X	X	
Controlling Blood Pressure	Roster	CCO Incentive	Rolling 12	72.5%	72.5%	X	X	
Developmental Screening	Claims	CCO Incentive	Calendar Year	29.8%	65.1%	X		X
Diabetes: Eye Exam	Roster	NQF 0055	Calendar Year	34.2%	74.6%	X	X	
Diabetes: Hemoglobin A1c Poor Control	Roster	CCO Incentive	Rolling 12	20.6%	20.6%	X	X	
Diabetes: Medical Attention for Nephropathy	Claims	NQF 0062	Calendar Year	45.1%	98.5%	X	X	
Effective Contraception Use	Claims	CCO Incentive	Calendar Year	21.8%	50.2%	X	X	
Effective Contraception Use (Peds Clinic)	Claims	CCO Incentive	Calendar Year	11.0%	24.0%			X
Empanelment	Roster	PCPCH 4 A.0	Rolling 12	90.0%	90.0%	X	X	X
HPV for Adolescents	Roster	NQF 1959	Calendar Year	21.3%	46.4%			X
Immunizations for Adolescents	Roster	NQF 1407	Calendar Year	32.1%	70.0%			X
Screening for Depression and Follow-up Plan	Roster	CCO Incentive	Rolling 12	Report only	Report only	X	X	X
WCV In First 15 Months of Life	Claims	NQF 1392	Calendar Year	32.1%	70.0%			X
Weight Assessment & Follow Up	Roster	CCO Incentive	Rolling 12	32.7%	32.7%			X
Adolescent Well Care Visits	Claims	CCO Incentive	Calendar Year	25.7%	55.8%	X	X	X

#### PCPM Track 2 Cost of Care Measure

PCPM Track 2 Cost of Care	Type	Measurement Period	RY2019-1 Target*	RY2019-2 Target*	IM	FP	PEDS
			Due 8/31/19	Due 2/29/20			
ED & Inpatient Admissions for Ambulatory Care Sensitive Conditions (ACSCs)	Claims	Rolling-12	1.5% reduction	3% reduction	X	X	
Qualitative Reporting Only	Questionnaire	N/A	N/A	N/A			X

\*RY = Reporting Year, -1 references 1st half of calendar year, -2 references full calendar year.

\*\*CCO incentive specifications refer to current year provisions as defined by the Oregon Health Authority (OHA).



May 23, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #02 to an Agency Services Contract with  
ColumbiaCare Services, Inc. for Residential Treatment Services

<b>Purpose/Outcomes</b>	Provides mental health residential treatment services at seven facilities to Clackamas County residents.
<b>Dollar Amount and Fiscal Impact</b>	Contract value being increased \$391,714.16, bringing the contract maximum to \$4,566,648.80.
<b>Funding Source</b>	No County General Funds are involved. Funding provided by State of Oregon, Community Mental Health Program (CMHP).
<b>Duration</b>	Effective upon signature and terminates June 30, 2019
<b>Previous Board Action</b>	Original Agency Services Contract was reviewed and approved on August 24, 2017, Agenda Item #082417-A7. Amendment #01 was reviewed and approved January 25, 2018, Agenda Item #012518-A2.
<b>Counsel Review</b>	Reviewed and approved by Counsel May 8, 2019
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
<b>Contract No.</b>	#8202

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #02 to an Agency Services Contract with ColumbiaCare Services, Inc. ColumbiaCare provides residential treatment services at seven facilities to residents of Clackamas County. Services include crisis stabilization and crisis intervention, supervision of daily living activities and life skills, administration and supervision of medication, transportation arrangements, and management of diet and physical or health problems. Behavioral Health has contracted with ColumbiaCare since March 2012 for residential treatment services.

The amendment reflects changes to Behavioral Health's Community Mental Health CMHP Agreement with the State of Oregon, and is effective upon signature and terminates June 30, 2019. The addition of \$391,714.16 through this amendment increases the maximum contract value to \$4,566,648.80.

**RECOMMENDATION:**

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services Department

*Healthy Families. Strong Communities.*

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

Clackamas.us/h3s

**Contract Amendment #02**  
**Clackamas County, acting through its Health, Housing, and Human Services Department,**  
**Behavioral Health Division**

H3S Contract Number: 8202

Board Agenda Number: \_\_\_\_\_

and Board date: \_\_\_\_\_

Division: Behavioral Health

Amendment No. 02

Contractor: ColumbiaCare Services, Inc.

Amendment Requested By: Mary Rumbaugh, Director of Behavioral Health

Changes:             Scope of Services             Contract Budget/Compensation  
                          Contract Term                 Other Exhibit F

---

This Amendment #02 is entered into between ColumbiaCare Services, Inc. (“Agency”), and Clackamas County, acting through its Health, Housing and Human Services Department, Behavioral Health Division (“County”) and shall become part of the contract entered into between both parties on August 17, 2017 (“Contract”), as amended.

**Justification for Amendment:**

The Contract provides residential treatment services to clients living within multiple residential treatment facilities operated by ColumbiaCare Services, Inc.

This Amendment #02 adjusts compensation based on amendments to County’s Agreement with the State of Oregon.

Compensation of the contract is increased by **\$391,714.16**, bringing the maximum compensation to **\$4,566,648.80**.

Amendment #02 also adds **Exhibit F**, Business Associate Agreement.

This Amendment #02 is effective **upon signature** and continues through **June 30, 2019**.

Except as amended hereby, all other terms and conditions of the Contract remain in full force and effect. The County has identified the changes with ***“bold/italic”*** font for easy reference, except when exhibits are added.

---

**AMEND Section 3.1 of the Contract:**

3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit C: Compensation. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

Maximum Contract payment shall not exceed **\$4,174,934.64**.

**TO READ:**

3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit C: Compensation. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

Maximum Contract payment shall not exceed **\$4,566,648.80**.

**AMEND page 7 of the Contract:**

This Contract consists of seven (7) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A: Definitions
- Exhibit B: Scope of Work
- Exhibit C: Compensation
- Exhibit D: CMHP Required Provider Contract Provisions
- Exhibit E: CMHP Required Federal Terms and Conditions

**TO READ:**

This Contract consists of seven (7) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A: Definitions
- Exhibit B: Scope of Work
- Exhibit C: Compensation
- Exhibit D: CMHP Required Provider Contract Provisions
- Exhibit E: CMHP Required Federal Terms and Conditions
- ***Exhibit F: Business Associate Agreement***

**AMEND Exhibit C of the Contract, Compensation:**

**1. Compensation**

AGENCY shall be compensated by the Oregon Health Authority or COUNTY for satisfactorily performing the services as specified in Exhibit B, Scope of Work.

Maximum contract value not to exceed **\$4,174,934.64**.

**ColumbiaCare Services, Inc. #8202**

Agency Services Contract – Amendment #02

Page 3 of 14

AGENCY shall only conduct transactions that are authorized by COUNTY for transactions with the Oregon Health Authority that involve COUNTY funds directly related to this Contract. AGENCY understands that it may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.

**TO READ:**

**1. Compensation**

AGENCY shall be compensated by the Oregon Health Authority or COUNTY for satisfactorily performing the services as specified in Exhibit B, Scope of Work.

Maximum contract value not to exceed **\$4,566,648.80**.

AGENCY shall only conduct transactions that are authorized by COUNTY for transactions with the Oregon Health Authority that involve COUNTY funds directly related to this Contract. AGENCY understands that it may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.

**AMEND the following residential service rates table in Exhibit C of the Contract, Compensation:**

**2017-2018 RESIDENTIAL SERVICES RATES**

Location	# of Slots or Individual	Type of Payment & Details	Service Element	Rate per month	Total Amount
Alder Creek	6	Service Payment	MHS 28	\$2,530.37	\$182,186.64
Bridgestone	5	Rent Subsidy	MHS 20	\$383.92	\$23,035.20
Fieldstone	5	Rent Subsidy	MHS 20	\$402.16	\$24,129.60
		Service Payment	MHS 28	\$4,350.75	\$261,045.00
	ESTLAN	Service Payment	MHS 28	\$236.31	\$2,835.72
	ESTLAN	Service Payment	MHS 28	-\$236.31	-\$2,835.72
Johnson Creek	8	Rent Subsidy	MHS 20	\$725.17	\$69,616.32
		Service Payment	MHS 28	\$3,290.96	\$315,935.16
	ITTAN	RSCP (650323) 7/1/17-7/19/17	MHS 28	\$3,290.96	\$2,017.04
	ITTAN	SRTF 7/1/17-7/19/17	MHS 28	-\$3,290.96	-\$2,017.04
	ITTAN	RSCP (650323) 7/1/17-7/19/17	MHS 28	\$6,144.00	\$3,765.68
Kellogg Creek	6	Rent Subsidy	MHS 20	\$293.70	\$21,146.40
		Service Payment	MHS 28	\$5,489.48	\$395,242.56
	ILLYAN	SRTF (781219) 7/1/17-6/30/18	MHS 28	\$1,287.60	\$15,451.20

	OPEEYN	RTF (781219)	7/1/17-6/30/18	MHS 28	\$2,457.60	\$29,491.20
<b>Mossy Meadows</b>	1	Rent Subsidy		MHS 20	\$1,130.44	\$13,565.28
		Service Payment		MHS 28	\$26,486.84	\$317,840.76
<b>Autumn Ridge</b>	4	Rent Subsidy		MHS 20	\$767.10	\$36,820.80
		Service Payment		MHS 28	\$11,003.44	\$528,165.12
				<b>MHS 20</b>		\$188,313.60
				<b>Total</b>		
				<b>MHS 28</b>		\$2,049,123.32
				<b>Total</b>		
				<b>Total Contract Amount:</b>		<b>\$2,237,436.92</b>

**2018-2019 RESIDENTIAL SERVICES RATES**

Location	# of Slots or Individual	Type of Payment & Details	Service Element	Rate per month	Total Amount	
<b>Alder Creek</b>	6	Service Payment	MHS 28	\$2,530.37	\$182,186.64	
<b>Bridgestone</b>	5	Rent Subsidy	MHS 20	\$383.92	\$23,035.20	
<b>Fieldstone</b>	5	Rent Subsidy	MHS 20	\$402.16	\$24,129.60	
		Service Payment	MHS 28	\$4,350.75	\$261,045.00	
	ESTLAN	Service Payment	MHS 28	\$236.31	\$2,835.72	
<b>Johnson Creek</b>	8	Rent Subsidy	MHS 20	\$725.17	\$69,616.32	
		Service Payment	MHS 28	\$3,290.96	\$315,935.16	
<b>Kellogg Creek</b>	6	Rent Subsidy	MHS 20	\$293.70	\$21,146.40	
		Service Payment	MHS 28	\$5,489.48	\$395,242.56	
<b>Mossy Meadows</b>	1	Rent Subsidy	MHS 20	\$1,130.44	\$13,565.28	
		Service Payment	MHS 28	\$26,486.84	\$317,840.76	
<b>Autumn Ridge</b>	4	Rent Subsidy	MHS 20	\$767.10	\$36,820.80	
		Service Payment	MHS 28	\$11,003.44	\$528,165.12	
				<b>MHS 20</b>		\$188,313.60
				<b>Total</b>		
				<b>MHS 28</b>		\$2,003,250.96
				<b>Total</b>		
				<b>Total Contract Amount:</b>		<b>\$2,191,564.56</b>

**TO READ:**

**2017-2018 RESIDENTIAL SERVICES RATES**

Location	# of Slots or Individual	Type of Payment & Details	Service Element	Rate per month	Total Amount
<b>Alder Creek</b>	6	Service Payment	MHS 28	\$2,530.37	\$182,186.64
		<i>UDDENN RSCP (720922) 11/20/17-11/20/17</i>	MHS 28	\$2,457.60	\$81.92
		<i>ICHEFF RSCP (671205) 9/3/17-9/18/17</i>	MHS 28	\$2,457.60	\$1,310.72
		<i>TOEAYM RSCP (570310) 3/27/18-4/12/18</i>	MHS 28	\$2,457.60	\$1,379.43
		<i>ROUENR RSCP (821205) 4/16/18-4/23/18</i>	MHS 28	\$2,457.60	\$655.36
		<i>ROUENR RSCP (821205) 4/26/18-5/10/18</i>	MHS 28	\$2,457.60	\$1,202.37
		<i>OLEEED RTF (690110) 7/1/17-10/22/17</i>	MHS 28	\$1,315.60	\$4,880.45
<b>Bridgestone</b>	5	Rent Subsidy	MHS 20	\$383.92	\$23,035.20
<b>Fieldstone</b>	5	Rent Subsidy	MHS 20	\$402.16	\$24,129.60
		Service Payment	MHS 28	\$4,350.75	\$261,045.00
		<i>ELBNDR RSCP (800517) 10/20/17-11/7/17</i>	MHS 28	\$3,072.00	\$1,905.96
		<i>ELBNDR RSCP (800517) 6/29/18-6/30/18</i>	MHS 28	\$3,072.00	\$204.80
		<i>AWSICH RSCP (960128) 8/19/17-9/5/17</i>	MHS 28	\$3,072.00	\$1,800.26
		<i>AWSICH RSCP (960128) 10/27/17-11/21/17</i>	MHS 28	\$3,072.00	\$2,645.88
<b>Johnson Creek</b>	8	Rent Subsidy	MHS 20	\$725.17	\$69,616.32
		Service Payment	MHS 28	\$3,290.96	\$315,932.16
		<i>ITTAN RSCP (650323) 7/1/17-7/19/17</i>	MHS 28	\$6,144.00	\$3,765.68
		<i>AGEAVI RSCP (460325) 3/2/18-3/12/18</i>	MHS 28	\$6,144.00	\$2,180.13
		<i>Johnson Creek SRTF</i>	MHS 28	\$6,144.00	\$73,728.00
		<i>OBEENN RSCP (550723) 5/23/18-5/30/18</i>	MHS 28	\$6,144.00	\$1,585.55
<b>Kellogg Creek</b>	6	Rent Subsidy	MHS 20	\$293.70	\$21,146.40
		Service Payment	MHS 28	\$5,489.48	\$395,242.56
		<i>ILLYAN SRTF (781219) 7/1/17-6/30/18</i>	MHS 28	\$1,287.60	\$15,451.20
		<i>OPEEYN RTF (710321) 7/1/17-6/30/18</i>	MHS 28	\$2,457.60	\$29,491.20
		<i>ENTASO RSCP (720831) 11/2/17-11/30/17</i>	MHS 28	\$2,457.60	\$2,375.68
		<i>ORVANI RSCP (720324) 12/1/17-12/13/17</i>	MHS 28	\$2,457.60	\$1,030.61
<b>Mossy Meadows</b>	1	Rent Subsidy	MHS 20	\$1,130.44	\$13,565.28
		Service Payment	MHS 28	\$26,486.73	\$317,840.76
<b>Autumn Ridge</b>	4	Rent Subsidy	MHS 20	\$767.10	\$36,820.80
		Service Payment	MHS 28	\$11,003.44	\$528,165.12
		<i>ILOBE RSCP (620604) 4/15/18-5/9/18</i>	MHS 28	\$3,072.00	\$2,530.27
				<b>MHS 20 Total</b>	\$188,313.60
				<b>MHS 28 Total</b>	\$2,148,617.71
				<b>Total Contract Amount:</b>	<b>\$2,336,931.31</b>

**ColumbiaCare Services, Inc. #8202**

Agency Services Contract – Amendment #02

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**2018-2019 RESIDENTIAL SERVICES RATES**

Location	# of Slots or Individual	Type of Payment & Details	Service Element	Rate per month	Total Amount
<b>Alder Creek</b>	6	Service Payment	MHS 28	\$2,530.37	\$182,186.64
	<i>AXWREV</i>	<i>RSCP (850707) 10/15/18-10/15/18</i>	<i>MHS 28</i>	<i>\$2,457.60</i>	<i>\$79.28</i>
	<i>ENDGNA</i>	<i>RSCP (730929) 8/16/18-9/13/18</i>	<i>MHS 28</i>	<i>\$2,457.60</i>	<i>\$2,333.40</i>
	<i>IEDELI</i>	<i>RSCP (880811) 8/26/18-8/26/18</i>	<i>MHS 28</i>	<i>\$2,457.60</i>	<i>\$79.27</i>
	<i>IEDELI</i>	<i>RSCP (880811) 9/8/18-9/9/18</i>	<i>MHS 28</i>	<i>\$2,457.60</i>	<i>\$163.84</i>
	<i>TOEAYM</i>	<i>RSCP (570310) 9/12/18-9/15/18</i>	<i>MHS 28</i>	<i>\$2,457.60</i>	<i>\$327.68</i>
	<i>TOEAYM</i>	<i>RSCP (570310) 10/27/18-10/27/18</i>	<i>MHS 28</i>	<i>\$2,457.60</i>	<i>\$79.28</i>
	<i>TOEAYM</i>	<i>RSCP (570310) 10/30/18-11/12/18</i>	<i>MHS 28</i>	<i>\$2,457.60</i>	<i>\$1,141.59</i>
<b>Bridgestone</b>	5	Rent Subsidy	MHS 20	\$383.92	\$23,035.20
<b>Fieldstone</b>	5	Rent Subsidy	MHS 20	\$402.16	\$24,129.60
		Service Payment	MHS 28	\$4,350.75	\$261,045.00
	<i>ELBNDR</i>	<i>RSCP (800517) 7/1/18-7/11/18</i>	<i>MHS 28</i>	<i>\$3,072.00</i>	<i>\$1,090.06</i>
	<i>ELBNDR</i>	<i>RSCP (800517) 7/16/18-8/13/18</i>	<i>MHS 28</i>	<i>\$3,072.00</i>	<i>\$2,873.81</i>
<b>Johnson Creek</b>	8	Rent Subsidy	MHS 20	\$725.17	\$69,616.32
		Service Payment	MHS 28	\$3,290.96	\$315,932.16
	<i>EZAAMA</i>	<i>RTF (800325) 7/1/18-10/23/18</i>	<i>MHS 28</i>	<i>\$6,144.00</i>	<i>\$22,990.45</i>
	<i>AGEAVI</i>	<i>RTF (460325) 12/1/18-12/25/18</i>	<i>MHS 28</i>	<i>\$6,144.00</i>	<i>\$4,954.84</i>
<b>Kellogg Creek</b>	6	Rent Subsidy	MHS 20	\$293.70	\$21,146.40
		Service Payment	MHS 28	\$5,489.48	\$395,242.56
	<i>RAVRUC</i>	<i>RSCP (721014) 10/2/18-10/31/18</i>	<i>MHS 28</i>	<i>\$2,457.60</i>	<i>\$2,378.32</i>
<b>Mossy Meadows</b>	1	Rent Subsidy	MHS 20	\$1,130.44	\$13,565.28
		Service Payment	MHS 28	\$26,486.73	\$317,840.76
	<i>OLJOAN</i>	<i>RSCP (490126) 11/29/18-12/2/18</i>	<i>MHS 28</i>	<i>\$5,886.72</i>	<i>\$772.24</i>
	<i>OWEHER</i>	<i>RSCP (651213) 8/28/18-9/13/18</i>	<i>MHS 28</i>	<i>\$3,072.00</i>	<i>\$1,727.59</i>
<b>Autumn Ridge</b>	4	Rent Subsidy	MHS 20	\$767.10	\$36,820.80
		Service Payment	MHS 28	\$11,003.44	\$528,165.12
				<b>MHS 20 Total</b>	\$188,313.60
				<b>MHS 28 Total</b>	<u>\$2,041,403.89</u>
				<b>Total Contract Amount:</b>	<b>\$2,229,717.49</b>

**AMEND the contract to add the following Exhibit H:**

**EXHIBIT H**  
**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into upon signature (“Effective Date”) by and between **Clackamas County Health, Housing and Human Services Department, Behavioral Health Division** (“Covered Entity”) and **ColumbiaCare Services, Inc.** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (“HIPAA”).

**RECITALS**

**Whereas**, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

**Whereas**, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Agreement”);

**Whereas**, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

**Whereas**, the Parties agree to establish safeguards for the protection of such information;

**Whereas**, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

**Now, Therefore**, the parties hereby agree as follows:

**SECTION I – DEFINITIONS**

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
  - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member’s course and scope of employment or placement;
  - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
  - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Effective Date” shall be the Effective Date of this Business Associate Agreement.
- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate



- creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
  - 1.7 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
  - 1.8 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
  - 1.9 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
  - 1.10 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
  - 1.11 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
  - 1.12 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
  - 1.13 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
  - 1.14 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
  - 1.15 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
  - 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

## **SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE**

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;

**ColumbiaCare Services, Inc. #8202**

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- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the

Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and

- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

**SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:**

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
  - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

**SECTION IV – NOTICE OF PRIVACY PRACTICES**

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

**SECTION V – BREACH NOTIFICATION REQUIREMENTS**

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:

- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
  - b. In plain language including and to the extent possible:
    - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
    - 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
    - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
  - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
  - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

## **SECTION VI – TERM AND TERMINATION**

- 6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this

Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

**6.3 Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

**SECTION VII – GENERAL PROVISIONS**

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.



