

November 8, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Revenue Agreement with CareOregon for the Medication for Opioid Use Disorder in Primary Care incentive program. Estimated agreement value is \$162,000.00 for 1 year. Funding is through CareOregon. No County General Funds are involved.

Previous Board Action/Review	July 14, 2022- FY22-23 Agreement Approved November 7, 2023-Briefed at Issues		
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: This agreement funds the Medication for Opioid Use Disorder in Primary Care incentive program.

The objective of the program is to enhance care outcomes and health quality for Oregon Opioid Use Disorder (OUD) members, provide financial support for non-billable/underfunded services, match payment to evidence-based clinical services, and develop and sustain workflows to support program sustainability and achieve measurable health outcomes.

CareOregon provides financial support for non-billable and underfunded services in primary care. These services are essential components of a multidisciplinary care model supporting CareOregon members diagnosed with an opioid use disorder. Their maximum compensation offered under this agreement is \$162,000. The amount of revenue to be received is determined based on the number of qualified members assigned to CCHCD reported per quarter.

RECOMMENDATION: Staff recommends the Board approve revenue agreement #11376.

Respectfully submitted,

Rodney A. Cook

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

For Filing Use Only

CareOregon, Inc.
Healthcare Services Contract
Medication for Opioid Use Disorder in Primary Care

This Healthcare Services Contract (“Agreement”) is entered into between CareOregon, Inc. (“CareOregon”) and, Clackamas Health Centers, (“Provider”) for the period of July 1, 2023 through June 30, 2024 and sets forth the understandings and commitments concerning funding and administration of the Medication for Opioid Use Disorder (“MOUD”) in Primary Care Program (“Program”). For purposes of this Agreement, CareOregon and Provider may each be referred to individually as a “Party” and collectively as the “Parties.”

I. Recitals:

- a. CareOregon is an entity sub-contracted with Health Share of Oregon (“HSO”), a certified Coordinated Care Organization that has entered 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”), with the state of Oregon, acting by and through the Oregon Health Authority (“OHA”).
- b. As a subcontractor of HSO, CareOregon provides health plan functions for HSO, as contracted for in the CCO Contract, whereby CareOregon serves HSO Members enrolled in the Oregon Health Plan (“OHP”).
- c. CareOregon is an entity sub-contracted with CareOregon Advantage (COA), a Medicare Advantage plan contracted with the Centers for Medicare and Medicaid Services (CMS).
- d. Provider is contracted with CareOregon under a Provider Health Care Services Agreement and thus, subject to all the laws, rules, regulations, and contractual obligations that apply to OHP.
- e. The Parties desire to contract with one another such that CareOregon provides financial support to Provider for rendering certain services to eligible members, all pursuant to the terms and conditions of this Agreement. Both Parties acknowledge the funding provided pursuant to this Agreement is separate from any of CareOregon’s other funding.

II. Program Description:

The Medication for Opioid Use Disorder (“MOUD”) in primary care payment model provides financial support for non-billable and underfunded services in primary care. These services are essential components of a multidisciplinary care model supporting CareOregon members diagnosed with an Opioid Use Disorder (“OUD”).

The intent of the terms of this Agreement is to establish funding for evidence-based practices to improve care outcomes and health quality of CareOregon members diagnosed with OUD. Both parties agree to work in good faith to determine the best method to sustainably support these services on an ongoing basis.

III. Program Objectives:

- a. Improve care outcomes and health quality of CareOregon members diagnosed with OUD.
- b. Provide financial support to cover a portion of non-billable/underfunded services essential to supporting CareOregon members diagnosed with OUD.
- c. Match payment to evidence-based clinical services and individual needs of patients.
- d. Identify, develop, and sustain workflows and processes to support program sustainability, and achieve measurable health outcomes.

VI. Program Terms:

a) Qualified Members: To include a particular member in the calculation of the payment amount based on the quarterly case rate payment under this Agreement, Provider shall confirm and verify said member is a Qualified Member. A Qualified Member shall define as:

- Having a diagnosable OUD
- Having active CareOregon Primary OHP physical health coverage as of the last day of each month in the respective reporting period.
- Be prescribed medication for their OUD by prescriber from their assigned primary care clinic during the reporting period.
- Will have received a service by the primary care team as of the last day of each month in the reporting period.

b) Quarterly reports: To qualify for payment, Provider agrees to prepare and submit quarterly invoices to CareOregon for Qualified Members as set forth below:

1) Quarterly reports shall include the following components as further defined in Exhibit A of this agreement:

i. Patient roster. Provider will submit a primary care Medication Assisted Treatment (“MAT”) patient roster of qualified members on a quarterly basis for informational purposes, this patient roster will include the following elements:

- Member name
- Member Medicaid Identification Numbers (ID #)
- Date of entry into care model
- MOUD received (Y/N)

ii. Invoice report: Provider must submit an invoice with the payment amount due, based on the Qualified Members in the reporting period.

iii. Biannual narrative report: Provider must respond to narrative questions describing progress, success, and barriers within the model of care, utilizing the template provided in Exhibit C, Value Base Payment Narrative Report. Provider may work with CareOregon

to present during Community of Practice in lieu of submitting a narrative report.

2) Provider must submit the quarterly invoices and biannual narrative report **via the collection platform, Sharefile** based on the below schedule and include required information as outlined in Exhibit B or the quarterly case rate may be ineligible for payment:

- Invoice and roster for July, August, September 2023 due October 31, 2023
- Invoice and roster for October, November, December 2023 due January 31, 2024
- Invoice and roster for January, February, March 2024 due April 30, 2024
- Invoice and roster for April, May, June 2024 due July 31, 2024

Submit biannual narrative to the following schedule:

- January 31, 2024, for the reporting period of July, August, September, October, November, and December 2023.
- July 31, 2024 for the reporting period of January, February, March, April, May and June 2024.

Sharefile is a secure, Health Insurance Portability and Accountability Act (“HIPAA”) compliant file sharing system and is the designated application CareOregon utilizes for data sharing in this program. CareOregon will create reporting access for Provider’s selected representatives to ShareFile, as requested by Provider. If Provider is unable to utilize the Sharefile application for data submission, Provider will need to contact CareOregon for establishing an alternative, approved data submission method.

- a) CareOregon shall be entitled to audit Provider with respect to Provider’s performance of its duties and obligations hereunder and with respect to compliance issues, including their compliance programs, and require them to address compliance issues through education, counseling or corrective action plans. Provider shall cooperate with CareOregon with respect to any such audit, including by providing CareOregon with Records and site access within such time frames as requested by CareOregon.
- b) Provider agrees to maintain two MOUD prescribers at each practice location with the ability to assess members and prescribe MOUD within forty-eight (48) hours of assessment. Provider agrees to inform CareOregon immediately if unable to maintain this requirement.
- c) Provider agrees to commit at least one (1) member of the primary care integrated team to participate in a required community of practice collaborative to share progress and best practices. Community of practice collaborative will take place on a recurring basis no more than twice a year.
- d) In addition to the quarterly invoices and the biannual narrative report and at the reasonable request of CareOregon, Provider shall submit other reports and shall make its personnel available to discuss expenditures, records, the progress of Program, or other topics related to this Agreement. Furthermore, upon providing reasonable notice to Provider, CareOregon shall be

entitled to audit Provider's performance of its duties and obligations hereunder to establish, among other things, meaningful progress made to fulfill the purpose of this Agreement, that Provider's performance is in compliance with the terms and conditions of this Agreement, including Providers compliance programs, along with any other related data elements reasonably requested. Upon identification by CareOregon of issues with Provider's performance, including indications that quality, access, or expenditure management goals are being compromised, that member rights or health are being affected, or any other notable deficiencies or material breach(s) of this Agreement, Provider shall be required to address such issues through education, counseling, or a corrective active plan to remediate the identified issue(s) and establish care improvements. Provider shall cooperate with CareOregon with respect to any such audit and corrective action required, including by providing CareOregon with Records and site access within such reasonable time frames as requested by CareOregon.

e) Provider will be required to utilize PointClickCare (formerly Collective Medical) as their Health Information Exchange ("HIE") tool. Utilization will be defined as the following:

- Upload – Substance Use Disorder ("SUD") eligibility cohort weekly.
- Clinical team reviews cohort weekly and outreaches to population appropriately.
- Documentation of care plan.
- Relevant population identified I PointClickCare for effective tracking and management.

VI. Definitions:

- a. The term "Principal(s)" shall mean any officer, director, owner, partner, agent, employee, subcontractor, contractor, person with management or supervisory responsibilities, or other representative of the respective Party.
- b. The term "Case Rate" shall mean the fixed quarterly amount per Qualified Member, as set forth in Exhibit A attached hereto, which is payable to Provider for the provision of certain services provided in accordance with the terms of this Agreement, the Provider Agreement, and, if applicable, the member handbook.
- c. The term "Qualified Member" shall mean a member eligible to receive services under this Program and as further defined in Section IV.A above.

VII. Term:

This Agreement commences on July 1, 2023 ("Effective Date") and shall remain in effect through June 30, 2024 ("Termination Date") unless otherwise terminated as stipulated herein.

VIII. Termination:

- a. Either Party can terminate this Agreement without cause upon providing ninety (90) days prior written notice to the other Party.
- b. Without prejudice to any other remedies available to it at law, either Party shall have the right to terminate this Agreement at any time for cause upon written notice to the other Party.
 - i. For purposes hereof, cause is defined as: (1) inability to perform the

responsibilities hereunder or incompetence demonstrated in performance of responsibilities under this Agreement; (2) reasonable belief that the Principals, as defined herein, or representative(s) of either Party actively participating in performing the responsibilities hereunder have violated any applicable laws, rules, or regulations; (3) fraud, dishonesty, substance abuse, or personal conduct of either Party or its Principals which may harm the business and/or reputation of either Party; (4) reasonable belief that the health, safety, or welfare of a member or Principal of either Party is threatened; (5) the termination of Provider's HealthCare Services Agreement with CareOregon; and (6) a material breach.

- ii. In addition to permitting termination of this Agreement, a material breach committed by Provider shall entitle CareOregon to suspend or recoup all payments made to Provider pursuant to this Agreement and shall entitle CareOregon, at its election, to suspend Provider's participation in any and all CareOregon programs until such time as all material breaches are cured to CareOregon's satisfaction. If a material breach is not cured to CareOregon's satisfaction, CareOregon shall be entitled to recoup all payments during the time period for which the material breach occurred to the effective date of termination.
- c. This Agreement shall immediately terminate, as appropriate, in the event the services provided pursuant to this Agreement are determined to be funded through alternative revenue sources.
- d. The Party initiating the termination, under any circumstance, shall render written legal notice of termination to the other Party and must specify the provision of this Agreement giving the right to termination, the circumstances giving rise to termination, and the date on which such termination is proposed to become effective.
- e. Upon the effective date of termination under any circumstance, any payments not yet made by CareOregon to Provider shall not be made and any remaining balance of payments disbursed to Provider under this Agreement that have not been used for, or committed to, the Program prior to termination must be refunded and repaid promptly to CareOregon. Provider understands and agrees that CareOregon will not be liable for, nor shall payments be made or used for any services performed after the date of Termination.
- f. **Continuity of Care.** In the event this Agreement is terminated, Provider agrees to work with CareOregon in coordinating the continuation of services to Members after termination and under the terms of this Agreement, if deemed advisable by either party.

IX. Payment:

CareOregon shall make quarterly payments to Provider pursuant to the following:

- a. CareOregon will pay Provider a quarterly case rate based on the average aggregate number of members included in the reporting period, as obtained by CareOregon by Providers. Quarterly Case Rate Payment Schedule is defined in Exhibit A.
- b. Payment will only be made for those CareOregon members that meet all inclusion requirements to qualify for payment under this Agreement in invoice report.
- c. CareOregon shall review and validate the narrative biannual report provided by Provider.
- d. CareOregon shall pay provider no later than 60 days after receipt of the quarterly invoice.

- e. The Provider agrees this payment is for the time period outlined above and does not imply or guarantee ongoing funding.
- f. Total payment under this Agreement will not exceed \$190,000.00 the 12-month term of this Agreement. In the event that the Provider invoices for services provided that exceed this threshold, CareOregon, at its sole discretion, may pay over this not to exceed amount.
- g. Nothing in this Agreement implies or guarantees ongoing funding or payment throughout and beyond the term of this Agreement.
- h. This Agreement shall immediately terminate as appropriate in the event these services are determined to be funded through a new revenue source.
- i. Any and all costs incurred by Provider which are not eligible for payment under this Agreement shall be the sole obligation of Provider. In addition, CareOregon is under no obligation to pay for, or participate in any cost increases, change orders, cost overruns, or additional Program expenses of any kind.

X. Representations and Warranties.

- a. **General Warranty.** Provider represents and warrants that Provider and its Principals possess the knowledge, skill, experience necessary to perform the services contemplated under this agreement and will perform such services 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 Principals are: (1) placed on the Tier Monitoring System by CareOregon's Peer Review Committee;(2) have documented contract and/or compliance issues; or, (3) 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 payments from CareOregon pursuant to this Agreement, Provider expressly agrees to promptly repay all such payments disbursed to it under this Agreement.
- d. If Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues, all funding associated with this Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue(s) to CareOregon's satisfaction. Any discontinued funding that has been withheld will not be disbursed.

XI. 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.** During the course of 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.
- i. **HIPAA and HITECH.** Both parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH, as well as 42 C.F.R Part 2.
 - ii. 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.
 - iii. In addition to the above, both Parties agree that all negotiations 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.
 - iv. The terms of this Section C. apply to any of Provider's Principals as defined supra and it is Provider's responsibility to assure that all such Principals comply with all such requirements. In addition, the terms of this Section shall survive the expiration or termination of this Agreement.
 - v. In addition to the above, Provider agrees to abide by the Confidentiality Provision contained in the Provider Health Care Services Agreement signed by and between CareOregon and Provider; Such Confidentiality Provision of the Provider Health Care Services Agreement is thus incorporated by reference and made a part hereof.
- 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, and workers compensation insurance coverage in amounts standard to its industry. If the Oregon Tort Claims Act and Article XI, Section 10 of the Oregon Constitution are applicable to either CareOregon or the Provide, this section is modified by its terms.
- E. **Indemnity; Defense.** Each party hereby agrees to defend, indemnify and hold harmless the other party, its officers, directors, and employees from and against third party claims, loss, liability, expense, judgements or settlement contribution arising from injury to person or property, arising from negligent act or omission on its part or its officers, directors, volunteers, agents, or employees in connection with or arising out of: (a) services performed under this Agreement, or (b) any breach or default in performance of any such party's'

obligations in this Agreement including, without limitation, any breach of any warranty or representation. In the event that either party, its officers, directors, or employees are made a party to any action or proceeding related to this Agreement then the indemnifying party, upon notice from such party, shall defend such action or proceeding on behalf of such party at the indemnifying party's sole cost and expense. Each party shall have the right to designate its own counsel if it reasonably believes the other party's counsel is not representing the indemnified party's best interests. 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 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. **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:

Agreed to on behalf of CareOregon, Inc.:

Signature

Signature

Name: _____

Name: Teresa Learn

Title: _____

Title: Chief Financial Officer

Date: _____

Date: _____

EXHIBIT A
Quarterly Case Rate Payment Schedule

CareOregon will pay Provider a quarterly case rate based on the quarterly aggregate average of assigned CareOregon members that meet all inclusion requirements to qualify for payment under this Agreement. The parties have agreed upon the quarterly case rate set forth below.

Eligible Benefit Plan	Inclusion Requirements (Members must meet all inclusion requirements to qualify for payment)	Case Rate Paid Quarterly
CareOregon Primary OregonHealth Plan	<ul style="list-style-type: none"> • Have a diagnosable Opioid Use Disorder • Have active CareOregon Primary Oregon Health Plan physical health coverage as of the last day of each month in the reporting period. • Be prescribed Medication for Opioid Use Disorder(MOUD) by a prescriber from their assigned primary care clinic during the reporting period. • Receive a service by the integrated primary care team as of the last day of each month in the reporting period. 	\$225.00

The number of qualified members per quarter should be submitted by Provider. Quarterly memberships will be rounded to the nearest whole member number for payment purposes. Case rate is for 3 months of service. Total invoice amount should be 3-month average member (rounded to full person) x case rate for quarterly payment.

Provider shall submit quarterly patient roster information, and narrative reports addressing required information to Sharefile and pursuant to the following schedule:

- Report due October 31, 2023, for the reporting period of July, August, and September 2023.
- Report due January 31, 2024, for the reporting period of October, November, and December 2023.
- Report due April 30, 2024 for the reporting period of January, February, and March 2024.
- Report due July 15, 2024 for the reporting period of April, May, June 2024.

SAMPLE QUARTERLY CASE RATE PAYMENT:

Participating Clinic	Members qualifying for payment:			3-month Average x	Case Rate	Quarterly payment
	Month 1	Month 2	Month 3			
Clinic ABC	10	12	14	12 x	\$ 225.00	=\$ 2,700.00
Clinic XYZ	9	7	5	7	\$ 225.00	\$ 1,575.00
Total Quarterly Payment:						\$ 4,275.00

Exhibit B
Contact Information for Notices and Report Submissions

- a. Both Parties agree that the individual(s) named below shall serve as contact person(s) for purposes of carrying out this Agreement. Such contact person(s) shall be authorized to act on behalf of their respective parties as to matters pertaining to this Agreement.
- b. Effective upon execution of this Agreement, the initial contact person(s) shall be those set forth below. Each Party shall notify the other, in writing, as to the name, address, and telephone number of any replacement for such designated contact person.

Provider Contact:

CareOregon Contact: Stacie Andoniadis

E-mail:

E-mail: andoniadiss@careoregon.org

CC: paymentmodel@careoregon.org

EXHIBIT C
Value Base Payment Narrative Report

Submit quarterly invoices and biannual narrative reporting based on reporting timeline and specifications in contract **via the collection platform, Sharefile along with confirming via email to paymentmodel@careoregon.org and richmans@careoregon.org with subject line VBP Narrative Report: Org, date.**

Organization	Clackamas Health Centers
Time Period of Report	
Progress Report	<i>dates</i>
Submitted by	

Provide narrative describing progress, success, and barriers within the model of care in the following categories

- **Substance Use Disorder (“SUD”) Initiation and Engagement (“IET”), PointClickCare Cohort**
- **Care team touches (patient engagement)**
- **Overdose prevention and harm reduction services access**

Key services to highlight function and process of include: We will review to note ideas for community of practice collaborative

- Panel coordination
- Non-traditional outreach and visits (telephone)
- Induction- home or office
- Integrated care team with concurrent substance use treatment
- Behavioral health which provides psychotherapy and brief intervention.
- Integrated traditional health workers on care team
- Intensive case management
- Use of PointClickCare

1. SUD PointClickCare Cohort (OUD, Alcohol use disorder, other drugs)

- a.) Describe workflow for reviewing - SUD Cohort population and follow-up process (e.g. when patient is identified in ED, what is your workflow for engaging).

2. Care team touches (patient engagement):

a) Identify the members of your care team by job type and report the number of touches they've had with a patient participating in the VBP program this quarter (e.g. use of dot phrase). If you are not tracking this, please explain how you are currently measuring engagement and plans to track in the next reporting period (quarter).

b) Have you found one specific job type as being the main point of success for engagement and sustained recovery?

3. Overdose prevention and harm reduction services access

a) Please share your strategies related to overdose. Please share related workflows, explain barriers and success experienced.

What challenges or success have you encountered in performing the deliverables of the VBP Contract?

Is there anything additional needed from CareOregon that would assist you in this project?