

January 9, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Renewal of a Healthcare Services Contract with CareOregon, Inc. for services to young individuals experiencing symptoms consistent with diagnosable psychotic disorder. Renewal Value is \$50,000 for 1 year. Total Agreement Value is \$100,000 for 2 years. Funding is through the Oregon Health Plan. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues January 7, 2025		
Performance Clackamas	Ensuring safe, healthy, and secure communities through the provision of mental health and substance use services.		
Counsel Review	Yes –Sarah Foreman	Procurement Review	NA
Contact Person	Elise Thompson	Contact Phone	503-742-5353

EXECUTIVE SUMMARY: The Behavioral Health Division (BHD) of the Health, Housing, and Human Services Department requests the approval of a healthcare services contract with CareOregon, Inc. to fund Early Assessment and Support Alliance Services. Early Assessment and Support Alliance (EASA) Services is a transitional, coordinated program serving young individuals experiencing symptoms consistent with diagnosable psychotic disorder or at clinically high risk of such for approximately two years.

BHD contracts with LifeWorks NW to provide EASA Services to qualifying individuals in Clackamas County. The funds allocated by CareOregon will be provided to LifeWorks NW should program expenses exceed pass-through funding provided by the Oregon Health Authority.

This Agreement, with a maximum value of \$100,000.00, or up to \$50,000.00 annually for calendar years 2023 and 2024, is effective through December 31, 2025.

RECOMMENDATION: Staff respectfully requests that the Board of Commissioners approve this Contract (11922) and authorize Chair Roberts to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
 Director of Health, Housing and Human Services

For Filing Use Only

Financial Assistance Application Lifecycle Form

Use this form to track your potential award from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

If renewal or direct appropriation, complete sections I, II, IV & V only. Section III is not required.

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

****CONCEPTION****

Section I: Funding Opportunity Information - To Be Completed by Requester

Award type: Direct Appropriation (no application)
 Subrecipient Award Direct Award

Award Renewal? Yes No

Lead Fund # and Department:	240 - H3S Behavioral Health
Name of Funding Opportunity:	Early Assessment and Support Alliance Services

Funding Source: Federal – Direct Federal – Pass through State Local

Requestor Information: (Name of staff initiating form)	Mary Rumbaugh
Requestor Contact Information:	MaryRum@clackamas.us; 503-742-5305
Department Fiscal Representative:	Allie Alexander; AAlexander@clackamas.us
Program Name & Prior Project #: (please specify)	Early Assessment and Support Alliance Services

Brief Description of Project:

CareOregon to provide \$100,000 (\$50,000 annually) for Early Assessment and Support Alliance (EASA) Services for CareOregon clients. EASA is a transitional, coordinated program service young individuals experiencing symptoms consistent with diagnosable psychotic disorder or at clinically high risk for such for approximately two years.

Name of Funding Agency: CareOregon, Inc.

Notification of Funding Opportunity Web Address:

OR

Application Packet Attached: Yes No

Completed By: Angie Russell Date: November 19, 2024

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To Be Completed by Department Fiscal Rep

Competitive Application Non-Competing Application Other

Assistance Listing Number (ALN), if applicable:	N/A	Funding Agency Award Notification Date:	November 18, 2024
Announcement Date:	November 18, 2024	Announcement/Opportunity #:	N/A
Grant Category/Title	N/A	Funding Amount Requested:	\$100,000.00
Allows Indirect/Rate:	N/A	Match Requirement:	N/A
Application Deadline:	N/A	Total Project Cost:	\$743,717.00
Award Start Date:	January 1, 2024	Other Deadlines and Description:	
Award End Date	December 31, 2025		
Completed By:	Angela Brink	Program Income Requirements:	N/A
Pre-Application Meeting Schedule:	N/A		

Additional funding sources available to fund this program? Please describe:
 Oregon Health Authority provides funds (\$643,717.00) for EASA Services for Clackamas County clients.

How much General Fund will be used to cover costs in this program, including indirect expenses?
 None

How much Fund Balance will be used to cover costs in this program, including indirect expenses?
 None

In the next section, limit answers to space available.

Section III: Funding Opportunity Information - To Be Completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. *How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?*

2. *Who, if any, are the community partners who might be better suited to perform this work?*

3. *What are the objectives of this funding opportunity? How will we meet these objectives?*

4. *Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?*

Organizational Capacity:

1. *Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?*

2. *Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?*

3. *If this is a pilot project, what is the plan for sun setting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?*

4. *If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?*

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this funding?

Fiscal

1. Are there other revenue sources required, available, or will be used to fund the program? Have they already been secured? Please list all funding sources and amounts.

2. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, local grant, etc.)?

3. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

Other information necessary to understand this award, if any.

Program Approval:

Name (Typed/Printed)	Date	Signature
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** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **
ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)

Mary Rumbaugh

11.20.24

Mary Rumbaugh

Digitally signed by Mary Rumbaugh
Date: 2024.11.20 08:55:14 -08'00'


Name (Typed/Printed)

Date

Signature

DEPARTMENT DIRECTOR (or designee, if applicable)

Dec 3, 2024


Denise Swanson (Dec 3, 2024 18:04 PST)

Name (Typed/Printed)

Date

Signature

FINANCE ADMINISTRATION

Elizabeth Comfort

Dec 4, 2024



Name (Typed/Printed)

Date

Signature

EOC COMMAND APPROVAL **WHEN NEEDED FOR DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY**

Name (Typed/Printed)

Date

Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications \$150,000 and below:

COUNTY ADMINISTRATOR	Approved:	Denied:
Name (Typed/Printed)	Date	Signature

For applications up to and including \$150,000 email form to BCC staff at CA-Financialteam@clackamas.us for Gary Schmidt's approval.

For applications \$150,000.01 and above, email form with Staff Report to the Clerk to the Board at ClerktotheBoard@clackamas.us to be brought to the consent agenda.

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department at
and
Grants Manager at financegrants@clackamas.us
when fully approved.

Department: keep original with your grant file.











H3S-BH-Fund 240_Lifecycle_H3SBHCareOrego nInc11922 Lifecycle MR signed

Final Audit Report

2024-12-05

Created:	2024-12-04
By:	Qudsia Sediq (QSediq@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAawZpt-GB0qM4fZYe87OqO7ddv7rAMuCDV

"H3S-BH-Fund 240_Lifecycle_H3SBHCareOregonInc11922 Life cycle MR signed" History

-  Document digitally presigned by Mary Rumbaugh (maryrum@clackamas.us)
2024-11-20 - 4:55:14 PM GMT- IP address: 198.245.132.3
-  Document created by Qudsia Sediq (QSediq@clackamas.us)
2024-12-04 - 1:24:18 AM GMT- IP address: 198.245.132.3
-  Document emailed to dswanson@clackamas.us for signature
2024-12-04 - 1:27:10 AM GMT
-  Email viewed by dswanson@clackamas.us
2024-12-04 - 2:03:38 AM GMT- IP address: 45.149.149.86
-  Signer dswanson@clackamas.us entered name at signing as Denise Swanson
2024-12-04 - 2:04:35 AM GMT- IP address: 172.223.197.184
-  Document e-signed by Denise Swanson (dswanson@clackamas.us)
Signature Date: 2024-12-04 - 2:04:37 AM GMT - Time Source: server- IP address: 172.223.197.184
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature
2024-12-04 - 2:04:39 AM GMT
-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)
2024-12-04 - 5:24:47 AM GMT- IP address: 146.75.136.0
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)
Signature Date: 2024-12-05 - 0:57:09 AM GMT - Time Source: server- IP address: 198.245.132.3
-  Agreement completed.
2024-12-05 - 0:57:09 AM GMT

CareOregon, Inc.
Healthcare Services Contract
Early Assessment and Support Alliance Services

This Healthcare Services Contract (“Agreement”) is entered into between CareOregon, Inc. (“CareOregon”) and Clackamas County (“Provider”) for the period of January 1, 2024 through December 31, 2025, and sets forth the understandings and commitments concerning funding and administration of the Early Assessment and Support Alliance Services (EASA) program (“Program”). For purposes of this Agreement, CareOregon and Clackamas County may each be referred to individually as a “Party” and collectively as the “Parties”.

Program: Lifeworks EASA
Provider Contact: Mary Rumbaugh
E-mail: MaryRum@clackamas.us

CO Project Number: BH 24-164
CareOregon Contact: Amy Shea Reyes
E-mail: sheareyesa@careoregon.org

I. Recitals

- A. Health Share of Oregon (CCO) is contracted with the Oregon Health Authority (OHA) to operate as a Coordinated Care Organization under a series of Contracts, including but not limited to, Medicaid and Non-Medicaid Contracts, herein intentionally referred to in the singular as the “CCO Contract.”
- B. This Agreement is distinct and separate from the Provider’s Provider Agreement in place between CareOregon and Provider and shall be applicable only so long as the Provider Agreement remains in place and is effective between CareOregon and Provider.
- C. Both entities acknowledge this project, and its funding is separate from any of CareOregon’s other funding projects.

II. Program Description:

The primary purpose of this Program to ensure payment in full, 100% of expended funds not reimbursable through claims payment to Lifeworks Northwest, for the Early Assessment and Support Alliance Services (EASA) Program. Providers’ financial support is contingent on sufficient appropriations in their general funds. In the event Provider has insufficient funds available in general funds to support Lifeworks Northwest, for EASA services provide to CareOregon/Health Share of Oregon Members, Provider will submit an invoice to CareOregon/Health Share for the percent of the overage and CareOregon shall pay Provider based on the invoices not to exceed \$50,000.00 per fiscal year.

III. Obligations:

A. Provider agrees to:

1. Perform the work needed towards meeting the EASA Program within the Lifeworks Northwest contract that is outlined in the following amendments:
 - i. Lifeworks Northwest 2023 Amendment #15, Exhibit E-1, Early Assessment Support Alliance Services, Schedule of Payment for OHP/Medicaid, section B, 2. a, effective January 1, 2023, through December 31, 2023
 - ii. Lifeworks Northwest 2024 Amendment #21, Exhibit E-1, Early Assessment Support Alliance Services, Schedule of Payment for OHP/Medicaid, section B, 2. a, effective January 1, 2024, through December 31, 2024
2. Submit via email to CareOregon at Paymentmodel@careoregon.org an invoice for the percent of the overage not to exceed \$50,000.00 per fiscal year.
3. Use the funding provided for this Program solely on needs and activities pertaining to this Agreement.
4. Meet with CareOregon personnel at a mutually agreed upon time should CareOregon request a check-in with Provider to review Program progress.
5. Provider agrees they are responsible for promptly notifying CareOregon of any significant obstacles or delays in meeting any obligations contemplated by this Agreement.

B. Success of the project will be determined by CareOregon's evaluation and approval of the final report content as validation that satisfactory progress towards meeting the project goals have been attained. If it is determined that satisfactory progress has not been made, CareOregon and Provider will work together to develop a plan to ensure that the funding under this agreement is used to improve the health of CareOregon members.

C. Both parties agree that this funding is for the period specified above only and does not imply or guarantee ongoing funding.

IV. Payment:

A. CareOregon will pay Provider the amount not to exceed **\$100,000.00** for the duration of the agreement.

V. Term and Termination.

A. **Term.** This Agreement is January 1, 2024 ("Effective Date") and will terminate, December 31, 2025.

- B. **Termination.** The Parties may terminate this Agreement without cause with a 30-day notice to the other party.
1. CareOregon may immediately terminate this Agreement for cause with written notice to the other party if:
 - i. An employee, agent, contractor, or representative of Provider performing the responsibilities contemplated hereunder has violated any applicable laws, rules, or regulations.
 - ii. An employee, agent, contractor, or representative of Provider has engaged in fraud, dishonesty, or personal conduct that may harm the business and/or reputation of either Party.
 - iii. Provider demonstrably lacks the ability or competence to perform the responsibilities under this Agreement; or
 - iv. Provider elects to make a material change to the Program such that the fundamental purposes of this Agreement are abandoned.
 2. Upon termination under any circumstance, funding will cease immediately, any payments not yet made by CareOregon to Provider shall not be made, and any remaining balance of payment disbursed under this Agreement that has not been used for, or committed to, this Program shall be promptly returned to CareOregon.
 3. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence

VI. Representations and Warranties.

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

- D. If Provider is placed on the Tier Monitoring System by CareOregon’s Peer Review Committee or has documented contract and/or compliance issues that may impact Provider’s contractual relationship with CareOregon, CareOregon may discontinue all funding associated with this Agreement until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue(s) to CareOregon’s satisfaction. Any discontinued funding that has been withheld will not be disbursed.

VII. General Provisions:

- A. **Force Majeure.** Neither Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence provided such Party gives notice to the other Party, as soon as reasonably practicable, specifying the nature and the expected duration thereof. Failure of a Party to give notice shall not prevent such Party from relying on this Section except to the extent that the other Party has been prejudiced thereby.
- B. **Amendments and Waivers.** No amendment, modification, discharge, or waiver of this Agreement shall be valid or binding without prior written consent (which shall not be unreasonably withheld) of the Party against whom enforcement of the amendment, modification, discharge, or waiver is sought. A waiver or discharge of any of the terms and conditions hereof shall not be construed as a waiver or discharge of any other terms and conditions hereof.
- C. **Confidentiality and Marketing.**
 - 1. During 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.
 - 2. **HIPAA and HITECH.** Both parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
 - 3. Provider agrees to notify CareOregon of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.
 - 4. In addition to the above, both Parties agree that this Agreement and all negotiations and related documentation will remain confidential and that no press, news releases, or other publicity release or communication to the general public concerning the obligations contemplated herein will be issued

without providing a written copy of the communication to the other Party and receiving the other Party's prior written approval, unless applicable law requires such disclosure. In addition, both Parties agree that they must obtain written permission prior to using the other Party's name, trade name, image, symbol, design, or trademark in any marketing, advertising, or promotional campaign in any medium or manner. Email approval by CareOregon or the Provider Contact will suffice as written approval.

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

D. **Insurance.** Provider and CareOregon each agree to maintain at all times during this Agreement and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, workers compensation insurance coverage in amounts standard to its industry and at minimum amounts equal to the Oregon Tort Claim limits, and any other required insurance coverage customary in the business in which the Provider and CareOregon are engaged. If the Oregon Tort Claims Act is applicable to either CareOregon or the Provider, this section is modified by its terms.

E. **Indemnity; Defense.** Each party agrees to waive any claims, losses, liability, expenses, judgements, or settlements (referred to herein as "Claims") against the other Party for any claims arising out of or related to Services under this Agreement which result from the waiving Party's own negligence. Further, each party hereby agrees to defend, indemnify and hold harmless the other party, its officers, directors, and employees from and against third party claims, loss, liability, expense (including reasonable attorney's fees), judgements or settlement contribution arising from injury to person or property, arising from negligent act or omission on its part or its officers, directors, volunteers, agents, or employees in connection with or arising out of: (a) services performed under this Agreement, or (b) any breach or default in performance of any such party's obligations in this Agreement including, without limitation, any breach of any warranty or representation. In the event that either party, its officers, directors, or employees are made a party to any action or proceeding related to this Agreement then the indemnifying party, upon notice from such party, shall defend such action or proceeding on behalf of such party at the indemnifying party's sole cost and expense. Each party shall have the right to designate its own counsel if it reasonably believes the other party's counsel is not representing the indemnified party's best interest. Indemnification duties under this Agreement shall be at all times limited by the tort claim limits provided in the Oregon Tort Claims Act and the Oregon Constitution. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.

F. **Compliance and Licensure.** Provider and CareOregon shall, at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable

permits and consents required for performance of services under this Agreement. The Parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The Parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The parties represent that it and its employees are not excluded from Federal healthcare programs and is not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this Agreement. The parties shall have the right to immediately unilaterally terminate this Agreement upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.

- G. **Relationship of the Parties.** CareOregon and Provider are independent entities who are contracting with each other solely for the purpose of effecting the provisions of this Agreement for services. No provision of this Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership, or any other business or corporate relationship between the Parties hereto other than that of independent contractors.
- H. **No Third-Party Benefit.** This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligation that may be possessed by such third party.
- I. **Assignment or Delegation.** Except as otherwise specifically provided for herein, the parties shall not assign or delegate any or all of their rights or responsibilities under this Agreement without the prior written consent of the other party.
- J. **Notices.** A notice given under this agreement shall be deemed effective only upon the other Party's receipt of it.
- K. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

<signature page to follow>

Agreed to on behalf of Clackamas County

Agreed to on behalf of CareOregon, Inc.

Signature: _____

Signature: _____

Name: _____

Name: Teresa K. Learn

Title: _____

Title: Chief Financial Officer

Date: _____

Date: _____

TIN: _____