

January 16, 2025

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

Board of County Commissioners  
 Clackamas County

**Approval of an Amendment to a Provider Participation Agreement with CareOregon, Inc. for behavioral health services, which includes crisis walk-in centers, peer support and jail care. Amendment Value is \$7,375,936 for 1 year. Total Agreement Value is \$14,629,082 for 2 years. Funding is through the Oregon Health Plan. No County General Funds are involved.**

|                                     |   |                           |              |
|-------------------------------------|---|---------------------------|--------------|
| <b>Previous Board Action/Review</b> | Original Agreement June 6, 2024, Agenda Item 20240606 II.D.8<br>Amendment #01 September 26, 2024, Agenda Item 20240926<br>V.D.3 |                           |              |
| <b>Performance Clackamas</b>        | Ensuring safe, healthy, and secure communities through the provision of mental health and substance use services.               |                           |              |
| <b>Counsel Review</b>               | Yes   | <b>Procurement Review</b> | No           |
| <b>Contact Person</b>               | Elise Thompson  | <b>Contact Phone</b>      | 503-742-5305 |

**EXECUTIVE SUMMARY:** The Behavioral Health Division of the Health, Housing, and Human Services Department requests the approval of Amendment #02 to a revenue provider agreement with CareOregon, Inc. to fund certain behavioral health services. The Agreement provides the funds for Wraparound Services for youth seventeen years and younger; Behavioral Health Crisis and Safety Net Services, which includes the crisis walk-in clinic, mobile crisis services and teams; the 24-Hour Crisis Line; Peer Support Services; and Health Promotion and Prevention Services. In addition, the Agreement provides funds for the Jail Care Coordination pilot project that will support assumed CareOregon members who are currently incarcerated and have a known behavioral health and/or substance use condition.

Amendment #02 adds \$7,375,936.00 for services for January through December 2025, increasing the Agreement’s maximum value to \$14,629,082.00. The updated breakdown of the funding provided through the Agreement is as follows:

| <b>Service(s)</b>                       | <b>2024 (12 months)</b> | <b>2025 (12 Months)</b> |
|---|-------------------------|-------------------------|
| Wraparound                              | \$2,709,710.00          | \$2,832,500.00          |
| Behavioral Health Crisis and Safety Net | \$2,720,666.00          | \$2,720,666.00          |
| 24-Hour Crisis Line                     | \$ 140,000.00           | \$140,000.00            |
| Peer Support                            | \$1,298,084.00          | \$1,298,084.00          |
| Health Promotion and Prevention         | \$ 218,686.00           | \$218,686.00            |
| Jail Care Coordination                  | \$ 166,000.00           | \$166,000.00            |

For Filing Use Only

|                          |                        |                       |
|--------------------------|------------------------|-----------------------|
| <b>Annual Totals</b>     | <b>\$7,253,146.00</b>  | <b>\$7,375,936.00</b> |
| <b>Agreement Maximum</b> | <b>\$14,629,082.00</b> |                       |

**RECOMMENDATION:** The Staff respectfully requests that the Board of County Commissioners approve the Amendment agreement (11540) and authorize Chair Roberts to sign it on behalf of Clackamas County.

Respectfully submitted,

*Mary Rumbaugh*

Mary Rumbaugh  
Director of Health, Housing and Human Services

## CAREOREGON

### SECOND AMENDMENT TO PROVIDER PARTICIPATION AGREEMENT

This second amendment to the Provider Participation Agreement (“Amendment”) is between CareOregon Inc., an Oregon nonprofit corporation (“CareOregon”), and Clackamas County, Health and Human Services (“Provider”).

#### RECITALS

- A. The Parties entered into the following Agreement: Provider Participation Agreement dated January 1, 2024 (“Agreement”).
- B. The Parties desire to amend the Agreement.

#### AMENDMENT

1. Amendment(s). The Agreement is amended effective January 1, 2025, through December 31, 2025, as follows:
2. Exhibit C-1, Wraparound Service Rate Exhibit, is hereby replaced in its entirety with Exhibit C-1, Wraparound Service Rate Exhibit.
3. Exhibit D, Program Attachment, Behavioral Health Crisis And Safety Net Services, is hereby replaced with Exhibit D, Program Attachment, Behavioral Health Crisis And Safety Net Services.
4. Exhibit D-1, Program Attachment, Behavioral Health Crisis And Safety Net Services, is hereby replaced with Exhibit D-1, Program Attachment, Behavioral Health Crisis And Safety Net Services.
5. Exhibit E, Program Attachment, Jail Care Coordination, is hereby replaced with Exhibit E, Program Attachment, Jail Care Coordination.
6. Exhibit E-1, Schedule of Payment for OHP/Medicaid, Jail Care Coordination, is hereby replaced with Exhibit E-1, Schedule of Payment for OHP/Medicaid, Jail Care Coordination.
7. Other Provisions. Except as modified hereby, the Agreement shall remain in full force and effect.

8. Signatures. This Agreement may be signed in counterparts. Delivery of an executed signature page of this Agreement by fax or by electronic transmission of a PDF file will be effective as delivery of a manually executed counterpart of this Agreement.

**CAREOREGON, INC.**

**CLACKAMAS COUNTY, HEALTH  
AND HUMAN SERVICES**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Teresa K. Learn

Name: \_\_\_\_\_

Title: Chief Financial Officer

Title: \_\_\_\_\_

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

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

Tax ID: \_\_\_\_\_

**EXHIBIT C-1**  
**WRAPAROUND SERVICES RATE EXHIBIT**

**A. Rate and Payment Terms**

1. Not-to-Exceed Amounts. Payment for wraparound services under Exhibit C, shall not exceed the amount set forth in this Exhibit C-1.
  - a. The maximum, not-to-exceed compensation payable to Provider for wraparound services under this Exhibit for the time period of January 1, 2025 to December 31, 2025, which includes any allowable expenses, is \$2,832,500.00.
2. CareOregon will pay Provider based on actual costs not to exceed the agreed upon amounts by the 20th day of the first month following the end of a quarter for wraparound services.
3. Provider shall submit invoices to CareOregon at [covendorinvoices@careoregon.org](mailto:covendorinvoices@careoregon.org) on a quarterly basis. Invoices submitted by Provider to CareOregon under this Exhibit shall:
  - a. Specify actual costs and the dates for which service was provided.
  - b. Be verifiable with supporting payrolls, time records, invoices, contracts, vouchers, orders, and any other accounting documents pertaining in whole or in part to this Agreement.
  - c. Include the total amount billed to date by Provider prior to the current invoice.
  - d. Be segregated by service items.
  - e. Abide by Generally Accepted Accounting Principles (GAAP).
  - f. Provider shall submit a roster covering the span of June 1, 2024 to July 30, 2025 for the yearly reporting period due by September 30, 2025.
4. This Exhibit contains confidential and proprietary information, and they are considered 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.

**EXHIBIT D  
PROGRAM ATTACHEMENT**

**BEHAVIORAL HEALTH CRISIS AND SAFETY NET SERVICES**

1. **Crisis Services.** County will collaborate with CareOregon in development of the following Behavioral Health Crisis and Safety Net Services for Health Share of Oregon Members:
  - a. Urgent walk-in centers. Operated seven (7) days per week, these centers shall be available to individuals discharging from emergency departments in need of stabilization and unstable individuals interacting with law enforcement, among others.
  - b. 24/7 Mobile crisis services. County will provide screening, intervention and placement services, including connections to ongoing services, to individuals experiencing a mental health crisis, consistent with OAR's 309-019 and 309-072.
  - c. 24/7 Mobile crisis teams. County will provide qualified mental health professionals to respond in the community to individuals experiencing a mental health crisis, consistent with OAR's 309-019 and 309-072.
  - d. 24/7 Crisis lines. County will staff the crisis telephone lines with clinicians who will assist individuals experiencing a mental health crisis and consult with and offer advice to professionals and family members and friends of persons experiencing a mental health crisis, consistent with OAR 309-019.
  - e. Peer services. County will make available to members personnel with life experiences with mental health conditions and/or substance use disorders to offer peer support and advice services. County shall deliver peer delivered services in accordance with Exhibit M, Section 11 of the Core Contract.
  - f. Prevention and Promotion. In connection with County's ASSIST program, County will train community members and health care providers in service area, including Practitioners, on suicide prevention and mental health awareness.
2. **Behavioral Health Plan.** County will collaborate with CareOregon in CareOregon's development of a Comprehensive Behavioral Health Plan, as described in Exhibit M, Section 12 of the Core Contract. County will also work with CareOregon to coordinate service delivery systems with County's organized planning efforts, as described in Exhibit B, Part 4, Section 3.a.5 of the Core Contract.
3. **Liaison.** County's behavioral health director or his or her delegate shall serve as a liaison to coordinate with CareOregon on the delivery of Services under this Exhibit A.

4. **Coordination.** County understands that Health Share has delegated the management of Behavioral Health services to CareOregon. As such, County agrees to coordinate with CareOregon on the provision of Behavioral Health services, including the behavioral health crisis and safety net services. Such coordination includes providing any and all documentation necessary for CareOregon to oversee the provision of crisis and safety net services provided by County as described in this Exhibit A.
  
5. **Quarterly Reporting.** County agrees to submit quarterly reporting for each crisis program that receives funding from County pursuant to this Agreement. Reporting shall be submitted to CareOregon within sixty (60) days of the end of each quarter, as indicated in the schedule below:

| <b>Date Range</b>            | <b>Report Due</b> |
|------------------------------|-------------------|
| Jan 1, 2025-March 31, 2025   | May 30, 2025      |
| April 1, 2025- June 30, 2025 | August 30, 2025   |
| July 1, 2025-Sept 30, 2025   | November 30, 2025 |
| Oct 1, 2025– Dec 31, 2025    | March 1, 2026     |

Reporting should include a brief narrative that summarizes the overall services to be funded and individual crisis program reporting. Crisis services reporting may vary by program but should include:

- # total individuals served
- # total Health Share members served (when available)
- # of contacts, as defined by the program (ex: calls, outreach attempts, diversions, etc.)
- Pre-established outcome measures already used by the program (when available)
- Any summary demographic information already used by the program (ex: race, ethnicity, zip code, etc.)

CareOregon reserves the right to engage with Provider during mid-contract review to change, add, or adjust performance measures as necessary with a 45-day notice.

**EXHIBIT D-1**  
**SCHEDULE OF PAYMENT OHP/MEDICAID**

**BEHAVIORAL HEALTH CRISIS AND SAFETY NET SERVICES**

This schedule establishes payment for Behavioral Health Crisis and Safety Net Services rendered to OHP/Medicaid Recipients assigned to Health Share of Oregon CCO under this Agreement. CareOregon will use the formulas and other methodologies set forth in this Exhibit and the Fee Schedule, as amended from time to time as stated herein. Except as stated below with respect to Non-Material Changes, CareOregon may make changes to this Exhibit and the Fee Schedule as stated in Section 9.1 of the Agreement. “Non-Material Changes” shall mean routine updates to CPT or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes).

**A. PAYMENT TERMS**

1. Effective January 1, 2025, through December 31, 2025, CareOregon shall compensate Provider on an annual capitation rate for Members receiving services described in this Exhibit. CareOregon will use an all-inclusive Capitation rate for services. Total annual payment amount for this Exhibit is based on the approved annual budget and shall not exceed \$4,377,436.00 and is based on the following:

| <b>Program</b>                    | <b>Total Annual Capitation Amount</b> |
|-----------------------------------|---------------------------------------|
| Mobile Crisis                     | \$462,514.00                          |
| BH Crisis and Safety Net Services | \$2,258,152.00                        |
| 24-Hour Crisis Line               | \$140,000.00                          |
| Peer Support Services             | \$1,298,084.00                        |
| ASSIST – Health Promotion         | \$218,686.00                          |
| <b>Total</b>                      | <b>\$4,377,436.00</b>                 |

2. By the 10th working day of each month from January 1, 2025, through December 31, 2025, CareOregon shall make a payment to Provider in an amount equal to 1/12 of the total approved annual budget for services under this Exhibit. The total monthly payment shall not exceed \$364,786.33 per month.

Funding under this Exhibit may be adjusted by CareOregon through an amendment as indicated in section 9.1 of this Agreement. If funding is changed by an amendment to this Agreement, the amendment must be effective prior to Provider performing work subject to the amendment.

CareOregon may at their discretion request a report for funding transferred from/to this Exhibit for other services.



## **B. PAYMENT REPORTING AND MONITORING**

1. Encounter claims submission for all services provided under this Exhibit are required and shall continue to the terms and requirements of this Agreement. Provider shall submit encounter claims for 100% of all billable services provided under this Exhibit. Encounter claims for services subject to this Agreement will be processed at a zero-dollar (\$0.00) paid rate. This includes services identified by CPT and HCPCS codes paired with covered diagnoses on the Oregon Health Plan Prioritized List of Health Services and non-billable codes. Provider shall ensure its full cost of each service is submitted as billed charges on the claims. These claims will be used to properly represent care provided to members in the encounter data submitted to the State and CMS.

## **C. DISCRETIONARY COMPENSATION**

CareOregon within its sole discretion may, from time-to-time, establish a program or programs to encourage the improvement of the delivery of health care to its Members. Any such program(s) together with the criteria for participation by Providers in the program(s) will be governed and administered by written policies and program descriptions developed by CareOregon.

## **D. CONFIDENTIALITY**

This Exhibit and the Fee Schedule contains confidential and proprietary information, and they are considered 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.

## **E. TERM AND TERMINATION**

This Exhibit shall be applicable for the time period January 1, 2025 through December 31, 2025. This Exhibit is renewable upon termination at the discretion of CareOregon. Either party may terminate this Exhibit with a written 30-day notice.

## **F. OTHER**

Any copays, coinsurance, deductibles, or any other cost sharing, if any, shall be offset against the allowed amount for Covered Services, without regard to whether Provider has collected such amounts. Provider's payment may be reduced by the amount of any applicable cost sharing, depending on the form of Member's benefit plan.

## **EXHIBIT E**

### **PROGRAM ATTACHMENT**

#### **JAIL CARE COORDINATION**

##### **A. SERVICE DESCRIPTION**

This Program Attachment is effective January 1, 2025 through December 31, 2025. Provider will perform Jail Care Coordination services as described in this Exhibit. Funding for Jail Care Coordination as described in this Exhibit will be allocated to services for individuals who are assumed to be CareOregon Members who are assigned to Health Share of Oregon based on the criteria below.

1. Jail Care Coordination will support individuals who are currently incarcerated and have a known behavioral health and/or substance use condition. Services will be provided to those who are assumed to be CareOregon Members assigned to Health Share of Oregon. It can be assumed that an individual fits these criteria if they:
  - i. Are currently active CareOregon Members assigned to Health Share of Oregon, or were CareOregon Members assigned to Health Share of Oregon at the time of incarceration; or
  - ii. Have a history of being CareOregon Members assigned to Health Share of Oregon within 365 days prior to the admission date of current incarceration; and
  - iii. Meet the criteria of either subsection (i) or (ii) above and have been incarcerated for less than 365 consecutive days. Hospital admissions are not to be considered a part of any consecutive day count.
2. CareOregon may, at its discretion, provide funding for Jail Care Coordination services in multiple counties. Each respective county will be responsible for determining a workflow that identifies Members eligible for this service and refers them to the county's Jail Care Coordinator as soon as possible. This service is intended to support the population of Members incarcerated who otherwise do not have access to coordination support and should not be used to replace or duplicate any other similarly available services.
3. Jail Care Coordination is intended to be a short-term support, working with a Member during incarceration and up to 90 days post incarceration, or until the individual has successfully engaged with a provider in the community, whichever comes first. Successful engagement constitutes attending at least two appointments with said provider. It is intended that the Jail Care Coordinator could continue to support a Member who may be at risk for reincarceration due to unsuccessful engagement attempts in the community. A

Member's inability to establish services with a longer-term provider, on its own, is not a reason to discontinue Jail Care Coordination services.

4. Provider will make all reasonable efforts to support re-enrollment with Oregon Health Plan both during incarceration and upon release to the community. If information is received indicating that a person is no longer eligible for Oregon Health Plan and/or is no longer covered by Health Share of Oregon, then reasonable efforts will be made to support the individual in transitioning to comparable services as soon as this information is known.
5. The Jail Care Coordinator(s) will provide services face to face, in the jail, whenever possible.
6. Jail Care Coordination is intended to provide the following types of supports for Members if applicable:
  - i. Notification to current providers or other supports of incarceration and attempts ensure ongoing access to those providers and supports upon release.
  - ii. To the extent permitted by privacy laws, coordination of any medication or medical records supports to ensure individuals' physical health and behavioral health care is not interrupted.
  - iii. To the extent permitted by privacy laws, scheduling of follow up appointments post incarceration, including facilitation of any necessary medical records to those entities, if applicable.
  - iv. Coordination of on-going access to medications for physical, behavioral, or substance use treatment.
  - v. Referral to any additional behavioral health or physical health services as determined by the Jail Care Coordinator.
  - vi. Other supports necessary to ensure continuity of care for Members who are incarcerated or who have recently left incarceration, as mutually agreed upon by Provider and CareOregon.
7. Provider will work with CareOregon Regional Care Teams, Intensive Care Coordination, and other Care Coordination teams as appropriate to identify needed supports and care referral for Members participating in Jail Care Coordination.
8. Individuals served by the Jail Care Coordinator(s) will not be eligible for Health-Related Services Flex Funds until Oregon Health Plan benefits have been officially reinstated.
9. For the purposes of verifying Integrated Delivery System (IDS) assignment, CCO assignment, and historical Provider association for individuals to be served under this Exhibit, Jail Care Coordinators will require access to CareOregon data and/or information systems. These CareOregon data and systems include Member Profile Dashboard, MMIS,

PointClickCare, and Epic Compass Rose. Provider understands and agrees that CareOregon data and access to information systems are provided for purposes of eligibility verification, outreach, engagement, and coordination with individuals who are to be served under the terms of this Exhibit. Use of CareOregon data and access to information systems is limited to these purposes and cannot be used for other purposes without consent from CareOregon.

10. Jail Care Coordinators will become authorized users of CareOregon's care coordination platform, Compass Rose, upon reasonable advance notice by CareOregon once the platform becomes available. Jail Care Coordinators agree to enter program enrollment status and other information as directed by CareOregon into the care coordination platform. CareOregon will provide reasonable and appropriate training on the care coordination platform to Jail Care Coordinators at no cost and will work with Provider to determine standard documentation needs. CareOregon will ensure that any information requested from Provider for entry into the care coordination platform will be the minimum necessary to perform activities under this Exhibit. CareOregon will ensure that user access to information entered by Provider within the care coordination platform complies with all applicable privacy laws, including HIPAA and 42 C.F.R. Part 2.
11. For the purpose of providing eligibility verification, outreach, engagement, and coordination to individuals to be served under this Exhibit, Provider agrees to comply with CareOregon's Business Associate Agreement, attached to and incorporated into this Amendment as Exhibit G, Business Associate Agreement. The Parties acknowledge that performance of work under this Program Attachment may necessitate that the Provider and/or their workforce members enter into separate Data Use Agreements and/or System Access Agreements as a prerequisite to providing access to data and/or information systems. Such Data Use Agreements and/or System Access Agreements will be executed before access is provided to data and/or information systems.
12. The work contemplated under this Exhibit includes Provider having access to CareOregon data and systems. CareOregon requires that Provider maintain commercially reasonable and prudent infrastructure and controls to protect CareOregon data and systems. Provider shall be required to comply with the terms of the CareOregon Data Security Requirements in Exhibit I-1, attached and hereby incorporated by reference.
13. Provider is responsible for ensuring that any information that Jail Care Coordinators share with other county teams as part of performing work under this Program Attachment complies with all applicable privacy laws, and that Member consents are obtained where required prior to sharing information with other county teams.

## **B. REPORTING**

1. Provider shall send deliverables to CareOregon's designee via secure email to [BHProviderReporting@careoregon.org](mailto:BHProviderReporting@careoregon.org) based on the following schedule:
  - a. The first reporting period January 1, 2025, through December 31, 2025, is due by January 31, 2026.
  - b. Subsequent quarterly reports are due within 30 days after each quarter.
2. Reporting elements shall include the following:
  - a. Number of unique Members served including full name and DOB.
    - i. Outcomes disposition, and placement information
      1. Note any individuals who returned to incarceration prior to being discharged.
  - b. Number of days individual was served by Jail Care Coordination. Broken down by days incarcerated and days in community.
  - c. Narrative Report:
    - i. Patterns and trends of challenges, barriers, and successes of the services provided.
    - ii. Individual stories highlighting challenges, barriers and/or successes.
3. Reporting elements are subject to change. Any changes will be agreed up on by the Provider and CareOregon.
4. Notwithstanding any other payment provision of this Agreement, failure of Provider to submit required reports when due, may result in the withholding or reduction of payments under this Agreement. Such withholding of payment for cause may continue until Provider submits required reports, or establishes, to CareOregon's satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of Provider. CareOregon reserves the right to engage with Provider during mid-contract review to change, add, or adjust performance measures as necessary with a 45-day notice.

## EXHIBIT E-1

### SCHEDULE OF PAYMENT FOR OHP/MEDICAID

#### JAIL CARE COORDINATION

This schedule establishes payment for Jail Care Coordination services rendered to individuals who are assumed to be CareOregon Members who are assigned to Health Share of Oregon under the criteria set forth in Exhibit E. CareOregon will use the formulas and other methodologies set forth in this Exhibit and the Fee Schedule, as amended from time to time as stated herein. Except as stated below with respect to Non-Material Changes, CareOregon may make changes to this Exhibit and the Fee Schedule as stated in Section 8.14 of the Agreement. “Non-Material Changes” shall mean routine updates to CPT or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes).

#### A. PAYMENT TERMS

1. Effective January 1, 2025 through December 31, 2025, CareOregon shall compensate Provider on an annual Capitation rate for Members receiving services described in this Exhibit. CareOregon will use an all-inclusive Capitation rate for services. CareOregon shall pay Provider 1/12<sup>th</sup> of the total annual Capitation amount for services. The total annual Capitation amount for this Exhibit shall not exceed **\$166,000.00** per year.
  - a. By the 10<sup>th</sup> working day of each month, upon signature by both parties and execution of this Agreement, CareOregon shall make a payment to Provider in an amount equal to 1/12<sup>th</sup> of the total for services under this Exhibit, which shall be **\$13,833.33** per month.
  - b. Funding under this Exhibit may be adjusted by CareOregon through an amendment as indicated in section 8.14 of this Agreement. If funding is changed by an amendment to this Agreement, the amendment must be effective prior to Provider performing work subject to the amendment. In addition, provider shall not transfer funds from one service to another service under this Agreement without mutual consent by both parties in writing and an amendment that specifies the changes.

#### B. PAYMENT REPORTING AND MONITORING

1. Payment to Provider for services is contingent upon Provider meeting CareOregon’s authorization requirements and policies and procedures, including as applicable, CareOregon’s Authorization Rules, Provider Manual(s), and policies and procedures.

### **C. DISCRETIONARY COMPENSATION**

1. CareOregon within its sole discretion may, from time-to-time, establish a program or programs to encourage the improvement of the delivery of health care to its Members. Any such program(s) together with the criteria for participation by Providers in the program(s) will be governed and administered by written policies and program descriptions developed by CareOregon.

### **D. CONFIDENTIALITY**

1. This Exhibit and the Fee Schedule contains confidential and proprietary information, and they are considered 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.

### **E. TERM AND TERMINATION**

1. This Exhibit shall be applicable for the time period January 1, 2025, through December 31, 2025. This Exhibit is renewable upon termination at the discretion of CareOregon. Either party may terminate this Exhibit with a written, 30-day notice.

### **F. OTHER**

1. Any copays, coinsurance, deductibles or any other cost sharing, if any, shall be offset against the allowed amount for Covered Services, without regard to whether Provider has collected such amounts. Provider's payment may be reduced by the amount of any applicable cost sharing, depending on the form of Member's benefit plan.