

January 5, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a revenue agreement with CareOregon, Inc. for the Staff Training & Pipeline Investment Project. Agreement value is \$153,100.00 for one year. Funding is through CareOregon, Inc. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues – January 3, 2023		
Performance Clackamas	1. Ensure safe, healthy, and secure communities by reducing costs, prioritizing preventative measures, and improving health outcomes.		
Counsel Review	Yes	Procurement Review	N/A
Contact Person	Sarah Jacobson	Contact Phone	503-201-1890

EXECUTIVE SUMMARY:

CareOregon, Inc. is providing Clackamas County Health Centers Division (CCHCD) sustainability funds, especially for staff support, pipeline training investments, and quality improvement activities. The goal of these funds is to reduce costs, increase member engagement rates, prioritize preventative measures, and improve health outcomes. This agreement is designed to fund the following positions and trainings:

1. Lead Certified Medical Assistant Position. This position will bolster the Certified Medical Assistant (CMA) workforce through the development and implementation of training. This position will assist with prioritizing workload assignments for staff who coordinate specialty care and patient outreach while empowering and encouraging front-line staff. The lead CMA position will build capacity to quickly address and adapt to new metrics and sustain new workflows using a team-based approach to addressing metrics, leveraging performance data, and increasing metric performance.
2. Quality Team Trainings.
3. Primary Care Frontline Staff Trainings.
4. Primary Care Leadership Trainings.

RECOMMENDATION: Staff recommends approval of this contract.

Respectfully submitted,
Rodney A. Cook
Rodney A. Cook
Director

For Filing Use Only

CareOregon, Inc.
Letter of Agreement
Clackamas County, by and through its Health Centers Division

This Letter of Agreement (Agreement) is between CareOregon, Inc. ("CareOregon") and Clackamas County, by and through its Health Centers Division ("Provider") for the time period of November 01, 2022 to October 31, 2023.

Project: Staff Trainings & Pipeline Investment
Provider Contact: Sarah Jacobson
E-mail: sjacobson@clackamas.us

CareOregon Agreement Number: N/A
CareOregon Contact: Jennifer Hawkins
E-mail: hawkinsj@careoregon.org

I. Recitals

- A. CareOregon and Provider are independent entities.
- B. CareOregon is an entity sub-contracted with Health Share of Oregon ("HSO"). HSO is contracted with the Oregon Health Authority (OHA) to operate as a Coordinated Care Organizations under the Oregon Health Plan (OHP) via a Health Plan Services agreement ("CCO Contract").
- C. This Agreement is distinct and separate from the Provider's Health Care Services 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.
- D. Both entities acknowledge this project, and its funding is separate from any of CareOregon's other funding projects.
- E. This Agreement shall be applicable for the time period between November 1, 2022 to October 31, 2023.

II. Project Objectives

This agreement is designed to fund the following position and trainings:

1. Lead Certified Medical Assistant Position
2. Quality Team Trainings
3. Primary Care Frontline Staff Training
4. Primary Care Leadership Trainings

The funds provided will be used to support the creation of a Lead Medical Assistant position which will be used to bolster Certified Medical Assistant ("CMA") workforce through the development and implementation of standard CMA training. This position will assist with prioritizing workload assignments for staff who coordinate specialty care and patient outreach and help create a closer conduit to management while empowering and encouraging front-line staff.

The Lead CMA position will build capacity to address and adapt to new metrics more quickly, stand up and sustain new workflows using a team-based model approach to addressing metrics leverage performance data and increase metric performance in the following ways:

- CMA staff training focused on accurate reporting
- Performance auditing
- Focused performance coaching for CMA staff responsible for administering metric tools and forecasting
- Optimized EMR and Meaningful Use through standardized workflows to improve data integrity
- Address disparities and areas for improvement in CQM performance

Through these activities, Provider will be able to closely monitor how performance improvement interventions improve outcomes through continuous review of the dashboards.

Funds will also support training and development activities focused on data optimization with an emphasis on:

- Leveraging data for business intelligence in support of population health data analysis and subsequent patient outreach
- Leveraging training and access to services which support data integrity
- Collaborative evaluation of Quality program initiatives which improve patient outcomes

Trainings will build capacity to provide real time, actionable dashboards to care teams and to empower providers.

Quality trainings will standardize Provider's quality methodology, build capacity for standard work by creating a shared lexicon of tools, and enhance knowledge to further develop continuous quality improvement.

III. Terms and Termination

- A. **Term.** This Agreement is effective November 1, 2022 ("Effective Date") and will terminate October 31, 2023.
- B. **Termination.** Either Party may terminate this Agreement without cause upon providing thirty (30)-days prior written 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.

IV. Obligations:

- A. Provider agrees to the following:
 1. Perform the work needed towards meeting the Program Objectives during the period of this Agreement.
 2. Adhere to federal, state, and local COVID-19 public health and safety guidelines and practices when organizing, promoting and coordinating events related to this Agreement.
 3. Use the funding provided for this Program solely on needs and activities pertaining to this Agreement.
 4. Submit, via email, two (2) narrative reports to altpayment@careoregon.org and Sarah Reynolds (reynoldss@careoregon.org). The reports shall be provided in the format presented in Attachments A and B:
 - i. The first progress report is due May 31, 2023 for the period November 1, 2022 through April 30, 2023, Utilizing Attachment A.
 - ii. The second progress report is due November 30, 2023 for the reporting period May 1, 2023 through October 31, 2023, Utilizing Attachment B.
 5. Meet with CareOregon personnel on a mutually agreed upon timeline should CareOregon request a check-in with Provider to review Program progress and agree upon any program changes if needed.
- 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. This Agreement is renewable upon termination at the sole discretion of CareOregon.

V. Payment

- A. The total funding amount for the term of this Agreement is \$153,100.00. CareOregon shall pay Provider \$50,000.00 upon receipt of the signed and execution of the Agreement.
- B. CareOregon shall pay Provider \$70,000.00 contingent upon timely receipt and approval by CareOregon of completed progress due by May 31, 2023.
- C. CareOregon shall pay Provider \$33,100.00 contingent upon timely receipt and approval by CareOregon of completed progress due by November 30, 2023.
- D. Any changes to this Agreement shall be mutually agreed upon in writing through an executed amendment to this Agreement.
- E. Provider agrees this payment is for the period outlined above only and does not imply or guarantee ongoing funding. This Agreement is renewable upon termination at the sole discretion of CareOregon.

VI. General Provisions:

- A. Provider is not eligible to participate in 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(s) to CareOregon's satisfaction. Any discontinued funding that has been withheld will not be disbursed.
- B. 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.
- C. Should the Provider's Health Care Services Agreement with CareOregon terminate, this funding will cease immediately upon written notification of termination and the Provider agrees to refund any amounts paid in advance prorated from the date of termination to the end of the time period outlined above.
- D. Either party can terminate this Agreement with or without cause upon providing 30 days written notice to the other party. Any payments yet not made at the time of termination will not be made.

- E. 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.
- F. No amendment, modification, assignment, discharge of this Agreement, and no waiver hereunder, 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, assignment, discharge or waiver is sought.
- G. Provider agrees to uphold all confidentiality provisions of the Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.
- H. Both parties agree to seek written approval for, and provide, a copy of, any news releases or any other external communication related to the Agreement. Email approval by CareOregon or the Provider Contact will suffice as written approval.
- I. Provider agrees that the Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.
- J. **General Warranty.** General Warranty. Provider represents and warrants that Provider, or its agents possesses the knowledge, skill, experience and valid licensure necessary to perform the services and will do so with the maximum reasonable degree of quality and attention to detail, and in a timely manner.
- K. **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 and at minimum amounts equal to the Oregon Tort Claim limits. If the Oregon Tort Claims Act and article XI, section 10 of the Oregon Constitution are applicable to either CareOregon or the Provider, this section is modified by its terms.
- L. **Waiver; Indemnity; Defense.** Each party 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 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.

- M. **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 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 it and its employees are 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.
- N. **HIPAA and HITECH.** Both parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
- O. **Relationship of the Parties.** CareOregon and Provider are independent entities who are entering into a contract for services. No provision of this Agreement is intended to create nor shall be construed to create any business or corporate relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.
- P. **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.

Q. **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.

Agreed to on behalf of Clackamas County, by and through
its Health Centers Division:

Agreed to on behalf of CareOregon, Inc.:

Signature: _____

Signature: _____

Name: _____

Name: Teresa K. Learn

Title: _____

Title: Chief Financial Officer

Date: _____

Date: _____

Tax ID: _____

NPI: _____

**Attachment A
Progress Report**

Submit narrative reports per timeline in LOA to altpayment@careoregon.org and cc:
reynoldss@careoregon.org

Organization	Clackamas County, by and through its Health Centers Division
Time Period of Reporting	November 1, 2022 – April 30, 2023
Date Report Submitted	
Submitted by (name, email)	

Funding Request for: (Select all that apply)

- Pay equity within the clinic/system
- Quality improvement activities (includes front office staff support)
- Multi-year system staffing/pipeline investment

1. Funding supports a newly developed training program, please provide an overview of how the program implementation is progressing to date.

- a. How many candidates are currently enrolled in the program?**
- b. How is the training and oversight going?**
- c. Are there barriers to recruiting and retaining students/candidates?**

2. How has this additional funding translated into improved access and care for CareOregon members? What populations have been impacted?

3. Is there anything additional needed from CareOregon that would further support your goals for this project?

Thank you!

Workforce Support LOA, MLR155 for Clackamas County, by and through its Health Centers Division,
effective 11/1/2022
Prepared by MP/ BK....

Attachment B
Progress Report

Submit narrative reports per timeline in LOA to altpayment@careoregon.org
and cc: reynoldss@careoregon.org

Organization	Clackamas County, by and through its Health Centers Division
Time Period of Reporting	May 1, 2023 – October 31, 2023
Date Report Submitted	
Submitted by (name, email)	

Funding Request for: (Select all that apply)

- Pay equity within the clinic/system
- Quality improvement activities (includes front office staff support)
- Multi-year system staffing/pipeline investment

- 1. Please describe how the funds have impacted your clinic operations. Include any relevant data which supports your narrative.**

- 2. If funding supports a newly developed training program, please provide an overview of how the program implementation is progressing to date. How many candidates are currently enrolled in the program? How is the training and oversight going? Are there barriers to recruiting and retaining students/candidates?**

- 3. Please share any clinic quality improvements that have been made due to funding, if applicable. What progress have you made in improving care delivery to support community well-being? Are there measurable results you can share?**

- 4. How has this additional funding support translated into improved access and care for CareOregon members? What populations have been impacted?**

5. Is there anything additional needed from CareOregon that would further support your goals for this project?