Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Richard Swift
Director

October 18, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

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

Purpose/Outcomes	Provides Clackamas County Health Centers Division (CCHCD) funding for working towards improvement in patient's behavioral health outcomes.
Dollar Amount and Fiscal Impact	Based on number of clients reported and by what percentage the measure was increased during reporting period. This is a no maximum agreement. No County General Funds are involved. No matching funds required.
Funding Source	Primary Care Clinics
Duration	Effective January 1, 2019 and terminates on June 30, 2018
Previous Board Action	There has been no previous board action.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	8489_02

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

CareOregon offers payment incentives to organizations that have been qualified as a Patient Centered Primary Care Home and who have a Primary Care Payment Model (Track 2) Letter of Agreement with CareOregon. This Amendment is needed to extend the agreement with the effective dates of January 1, 2019 to June 30, 2019, with the new payment model measurements. There is no way to determine the amount of revenue to be received as this is determined based on the number of members assigned to CCHCD and the amount of measured improvement reported per quarter. CCHCD is eligible for revenue generated per member per month (PMPM) depending on level of achievement at the Beavercreek, Sunnyside and Gladstone clinics. Due to these factors we are processing this as a No Maximum Agreement. This Amendment has been reviewed by County Counsel on September 20, 2018.

This Amendment #2 is effective January 1, 2019 and continues through June 30, 2019.

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

CareOregon, Inc.

Letter of Agreement

Primary Care Payment Model – Track 2

#8489_02

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

I. Recitals:

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

II. Clinical Quality Incentive Payments:

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

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

C. Participating clinics and selected Clinical Quality Measure Sets:

Family Practice (FP) Clinical Quality Measure Set	Level 0 PMPM	Level 1 PMPM	Level 2 PMPM	Level 3 PMPM
1. Beavercreek Clinic	$0.00	$3.50*	$6.50*	$10.50*
2. Sunnyside Health and Wellness Clinic	$0.00	$3.50*	$6.50*	$10.50*

Pediatric (Peds) Clinical Quality Measure Set	Level 0 PMPM	Level 1 PMPM	Level 2 PMPM	Level 3 PMPM
3. Gladstone Community Clinic	$0.00	$3.00*	$5.55*	$8.95*

**PMPM rates are risk-adjusted using the Chronic Illness & Disability Payment System (CDPS) and Hierarchical Condition Category (HCC) data CareOregon receives from OHA and CMS.*

III. Cost of Care Incentive Payments:

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

Performance on Cost of Care Measure	Payment Level	Cost of Care IP PMPM
Do not meet target on Cost of Care Measure	Level 0	$0.00
Meet target on Cost of Care Measure	Level 1	$1.50

IV. Conditions of Payment:

A. CareOregon will pay participating clinics PMPM incentive payments, provided this Agreement is fully executed, according to the following timelines:
    1. If Provider's Agreement is executed between the first (1st) and the 15th day of the month, PMPM will commence the following month.
    2. If Provider's Agreement is executed between the 16th and the last day of the month, PMPM will commence in two (2) months.
B. CareOregon will not pay Provider a retro-active PMPM.
C. This Agreement shall be applicable provided participating clinics are recognized by the State of Oregon as Tier Four (4) or higher Patient Centered Primary Care Home (PCPCH) prior to thirty (30) days before the effective date of this Agreement.
D. This Agreement shall be applicable provided total CareOregon membership assigned to Provider is no fewer than 500 members prior to thirty (30) days before the effective date of this Agreement.

V. Terms:

A. Payment will be made monthly based on the number of members assigned to participating clinics where the primary plan coverage is CareOregon Oregon Health Plan, as of the fifth (5th) of the month.
B. To ensure appropriate payment of funds under this Agreement, Provider will ensure clinic-specific billing for each participating clinic. Clinic-specific billing requires claims submission using professional claims forms (CMS-1500 or 837P) with a clinic-specific National Provider Identifier (NPI) submitted as the billing provider (CMS-1500 item 33a or 837 loop ID 2010AA).
C. Clinics new to participation in CareOregon PCPM Track 2 at the time of Agreement execution, will receive Clinical Quality IP level one (1) until the first payment adjustment date as specified in V.G.
D. Clinics currently participating in PCPM Track 2 at the time of Agreement execution, will receive the Clinical Quality IP level currently assigned until the first payment adjustment date as specified in V.G.
E. All participating clinics will initially receive the Cost of Care IP until the first payment adjustment date as specified in V.G.
F. Data must be submitted prior to data submission deadlines for selected Clinical Quality Measure Set.
G. Clinical Quality IP level and Cost of Care IP level may be adjusted as scheduled on payment adjustment date following data submission:

Data Submission Deadline	Specifications	Reporting Period *(Clinical Quality Measure Set)*	Payment Adjustment Date
February 28, 2019, 5:00 pm	Exhibit A	Jan 01, 2018 – Dec 31, 2018	May 2019
August 31, 2019, 5:00 pm *(If continued participation)*	TBD per renewed Agreement	**Rolling**: Jul 01, 2018 – Jun 30, 2019 **Calendar**: Jan 01, 2019 – Jun 30, 2019	November 2019

H. If data is not submitted prior to data submission deadlines for selected Clinical Quality Measure Set, participating clinics will receive a Clinical Quality IP level zero (0), effective on payment adjustment date until the next scheduled payment adjustment date.
I. All data must be submitted according to selected Clinical Quality Measure Set specifications as defined in Exhibit A- CareOregon 2018-19 PCPM Track 2.
J. For each measure indicated as "CareOregon Roster" in selected Clinical Quality Measure Set, participating clinics must submit member-level data for all assigned CareOregon members (Oregon Health Plan and Medicare) where CareOregon holds the primary coverage.
K. For each measure indicated as "Claims" in selected Clinical Quality Measure Set, CareOregon determines performance using fee-for-service claims data.
L. Performance on all clinical quality measures is calculated using data specific and exclusive to each participating clinic.
M. Clinical quality measures that include in the denominator, fewer than thirty (30) assigned CareOregon members, are calculated for performance using aggregated Provider system data for the affected measure and participating clinic.
N. Clinical quality measures that include in the denominator, fewer than thirty (30) assigned CareOregon members using aggregated Provider system data, may be substituted:
    1. Substitute measures must be selected from the PCPM Track 1 Priority Measure Set.
    2. If no measures from the PCPM Track 1 Priority Measure Set include in the denominator, at least thirty (30) assigned CareOregon members using aggregated Provider system data, substitute measures must be selected from the PCPM Track 1 Non-Priority Measure Set.
    3. If no measures from the PCPM Track 1 Non-Priority Measure Set include in the denominator, at least thirty (30) assigned CareOregon members using aggregated Provider system data, substitute measures may be selected as agreed upon with CareOregon.
O. All clinical quality measure substitutions must be identified and finalized prior to the execution of this Agreement.
P. Provider is responsible for identifying and notifying CareOregon of desired substitutions for clinical quality measures that include in the denominator, fewer than thirty (30) assigned CareOregon members using aggregated Provider system data.
Q. Provider may substitute no more than three (3) total clinical quality measures.
R. Clinical quality measure substitutions apply to all participating clinics reporting on the affected Clinical Quality Measure Set.
S. Clinical quality measures that include in the denominator, fewer than thirty (30) assigned CareOregon members, which are not substituted prior to execution of this Agreement, will be evaluated for performance without adjustment.
T. No changes will be permitted to clinical quality measures during the time period of this Agreement.
U. Data submitted for any clinical quality measure that is incomplete, invalid, or erroneous will be excluded from the payment level calculation until the next payment adjustment date.
V. Provider agrees that payments received will be used to support the appropriate participating clinic.
W. This Agreement may be amended by CareOregon upon written notice to Provider to reflect immaterial programmatic changes to the CareOregon PCPM. Any other changes to this Agreement can only be amended by a written agreement signed by the parties hereto.
X. Provider agrees to notify CareOregon within thirty (30) days of any changes that may affect any participating clinic's ability to maintain eligibility requirements of the CareOregon PCPM.
Y. Payments may be immediately suspended for participating clinics that cease to meet eligibility requirements and may resume upon notification of eligibility fulfillment.
Z. Both entities acknowledge that this program will be reviewed periodically.

AA. This Letter of Agreement is renewable at the discretion of CareOregon.
BB. Either party may terminate this Letter of Agreement with 30 days written notice.

VI. General Provisions:

A. Should Provider's participation in the CareOregon Provider Agreement terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the period outlined above.
B. Provider agrees not to disclose the information in this Letter of Agreement and agrees to keep it confidential. Provider agrees that the information in this agreement is proprietary information that represents a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.
C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Letter of Agreement. Email approval by CareOregon or Provider will suffice as written approval.
D. Provider is not eligible to participate or receive funding associated with this Letter of 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 Letter of Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue to CareOregon's satisfaction. Discontinued funding will not be disbursed.
E. CareOregon can terminate this Agreement immediately if the safety or health of a member or staff person is threatened. Any remaining balance of the payment dispersed under this Agreement at the time of immediate termination will be returned to CareOregon.
F. CareOregon shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620, and ORS Chapters 316, 317 and 318. CareOregon will continue to comply with the tax laws of this state or a political subdivision of the state during the term of this contract. Failure to comply with this contract term is a default for which the County may terminate the contract and seek damages and other relief available.

<Signature page to follow>

Agreed to on behalf of Clackamas County acting by and through its Health, Housing, and Human Services Department, Health Center Division:

Signature

Name: Richard Swift

Title: Director

Date:

Agreed to on behalf of CareOregon, Inc.:

Signature

Name: Gregory P. Morgan

Title: Chief Operations Officer

Date:

Exhibit A
CareOregon 2018-19 PCPM Track 2

Providers must refer to the CareOregon APM Data Submission Manual in the ShareFile folder titled *PC APM Data Submission Job Aides* for detailed measure descriptions and TBD targets upon release.

PCPM Track 2 Clinical Quality Measure Set

PCPM Track 2 Quality Measures	Type	Specification**	Measurement Period	RY2018-2 Target* Due 2/28/19	RY2019-1 Target* Due 8/31/19	IM	FP	Peds
Adolescent Well Care Visits	Claims	CCO Incentive	Calendar year	51.0%	TBD	X	X	X
Appropriate Treatment for Children with Upper Respiratory Infection (URI)	CO Roster	NQF 0069	Rolling 12	87.8%	87.8%			X
Breast Cancer Screening	Claims	CMS125v6	Calendar year	68.0%	31.2%	X		
Care for the Older Adult: Functional Status Assessment (Admin/claims Only)	Claims	HEDIS	Calendar year	N/A	18.3%	X		
Childhood Immunization Status (Combo 2)	CO Roster	CCO Incentive	Calendar year	75.0%	35.2%		X	X
Cigarette Smoking Prevalence (start at 13 y/o)	CO Roster	CCO Incentive	Rolling 12	25.0%	25.0%	X	X	X
Colorectal Cancer Screening	CO Roster	CCO Incentive	Calendar year	53.0%	26.5%	X	X	
Controlling Blood Pressure	CO Roster	CCO Incentive	Rolling 12	72.0%	72.5%	X	X	
Dementia: Cognitive Assessment	CO Roster	CMS149v6	Rolling 12	56.3%	N/A	X		
Developmental screening	Claims	CCO Incentive	Calendar year	60.1%	TBD		X	X
Diabetes: Eye Exam	CO Roster	CMS131v5	Rolling 12	69.6%	34.2%	X	X	
Diabetes: Hemoglobin A1c Poor Control	CO Roster	CCO Incentive	Rolling 12	22.3%	20.6%	X	X	
Diabetes: Medical Attention for Nephropathy	Claims	NQF0062	Calendar year	98.5%	45.1%	X	X	
Effective Contraception Use	Claims	CCO Incentive	Calendar year	40.2%	TBD	X	X	
Effective Contraception Use - Adolescents	Claims	CCO Incentive	Calendar year	24.0%	11.0%			X
Empanelment – PCPH 4. A.0	CO Roster	PCPCH 4 A.0	Rolling 12	90.0%	90.0%	X	X	X
HPV Vaccine for Adolescents – includes males	CO Roster	NQF1959	Calendar year	60.9%	27.9%			X
Immunizations for Adolescents	CO Roster	NQF0418	Calendar year	81.0%	37.1%			X
Screening for Depression and Follow up Plan	CO Roster	CCO Incentive	Rolling 12	60.0%	2019 OHA Benchmark**	X	X	X
WCV In First 15 Months of Life	Claims	NQF1392	Calendar year	70.0%	32.1%			X
Weight Assessment & Follow Up	CO Roster	CCO Incentive	Rolling 12	30.0%	2019 OHA Benchmark**			X

PCPM Track 2 Cost of Care Measure

Claims-Based Cost of Care Measure	Type	Specification *(modified from)*	Baseline Period	Measurement Period	RY2018-2 Target* Due 2/28/19	IM	FP	Peds
Measure Prevention Quality Indicator (PQI) 90	Claims	AHRQ PQI90	12/1/16 – 11/30/17	12/1/17 – 11/30/18	0.75% improvement	X	X	
Measure Pediatric Quality Indicator (PDI) 90	Claims	AHRQ PDI90	12/1/16 – 11/30/17	Rolling 12	0.75% improvement			X

Claims-Based Cost of Care Measure	Type	Specification *(modified from)*	Baseline Period	Measurement Period	RY2019-1 Target* Due 8/31/19	IM	FP	Peds
Measure Prevention Quality Indicator (PQI) 90	Claims	AHRQ PQI90	12/1/16 – 11/30/17	12/1/17 – 11/30/18	1.5% improvement	X	X	
Measure Pediatric Quality Indicator (PDI) 90	Claims	AHRQ PDI90	12/1/16 – 11/30/17	Rolling 12	1.5% improvement			X

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

***CCO incentive specifications refer to current year provisions as defined by the Oregon Health Authority (OHA). The OHA typically publishes State benchmarks on their website in October.*

Health, Housing & Human Services
CLACKAMAS COUNTY

Richard Swift
Director

October 18, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Amendment #1 to a Revenue Agreement with CareOregon for the Integrated Behavioral Health Program - Per Member Per Month (PMPM) Incentive Program

Purpose/Outcomes	Provides Clackamas County Health Centers Division (CCHCD) funding for working towards improvement in patient's behavioral health outcomes.
Dollar Amount and Fiscal Impact	Based on number of clients reported and by what percentage the measure was increased during reporting period. This is a no maximum agreement. No County General Funds are involved. No matching funds required.
Funding Source	Behavioral Health Clinics
Duration	Effective January 1, 2019 and terminates on June 30, 2018
Previous Board Action	The Board last reviewed and approved this contract on February 1, 2018, agenda item A5.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	8645_01

BACKGROUND:
The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of Amendment #1 to a Revenue agreement with CareOregon for the Integrated Behavioral Health Program - Per Member Per Month (PMPM) Incentive Program.

CareOregon offers payment incentives to organizations that have been qualified as a Patient Centered Primary Care Home and who have a Behavioral Health Integrated Letter of Agreement with CareOregon. This Amendment is needed to extend the agreement with the effective dates of January 1, 2019 to June 30, 2019, with the new payment model measurements. There is no way to determine the amount of revenue to be received as this is determined based on the number of members assigned to CCHCD and the amount of measured improvement reported per quarter. CCHCD is eligible for revenue generated per member per month (PMPM) depending on level of achievement at the Beavercreek, Sunnyside and Gladstone clinics. Due to these factors we are processing this as a No Maximum Agreement. This Amendment has been reviewed by County Counsel on October 3, 2018.

This Amendment #1 is effective January 1, 2019 and continues through June 30, 2019.

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

CareOregon, Inc.

Letter of Agreement

Integrated Behavioral Health

#8645_01

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

I. Recitals:

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

II. Incentive Payments:

A. For the period of this Agreement, participating clinics are eligible to receive a per member per month (PMPM) incentive payment.
B. Incentive payment amount is determined by performance on the Population Reach Measure Set, as defined in Exhibit A:

Performance on Population Reach Measure Set	Tier Integration Level	PMPM
< 5.0% CareOregon Member Population Reach*	Tier 0 Integration*	$0.00 PMPM
≥ 5.0% CareOregon Member Population Reach*	Tier 1 Integration*	$2.00 PMPM
≥ 12.0% CareOregon Member Population Reach*	Tier 2 Integration*	$4.00 PMPM

**Participating clinics must meet all applicable Tier Integration Criteria per application to qualify for respective Tier Integration Level payment. Month six (6) CareOregon Population Reach data is used to determine Tier Integration Level.*

C. Participating clinics and initial Tier Integration Level:

Clinic Name	Tier Integration Level	Initial PMPM
1. Gladstone Community Clinic	Tier 1 Integration*	$2.00 PMPM
2. Beavercreek Clinic	Tier 2 Integration*	$4.00 PMPM
3. Sunnyside Health and Wellness Clinic	Tier 2 Integration*	$4.00 PMPM

IV. Conditions of Payment:

A. CareOregon will pay participating clinics a PMPM incentive payment, provided this Agreement is fully executed, according to the following timelines:
    1. If Provider's Agreement is executed between the first (1st) and the 15th day of the month, PMPM will commence the following month.

2. If Provider's Agreement is executed between the 16th and the last day of the month, PMPM will commence in two (2) months.

B. CareOregon will not pay Provider a retro-active PMPM.
C. This Agreement shall be applicable provided participating clinics are recognized by the State of Oregon as Tier Three (3) or higher PCPCH prior to thirty (30) days before the effective date of this Agreement.
D. This Agreement shall be applicable provided total CareOregon membership assigned to Provider is no fewer than 1,000 members prior to thirty (30) days before the effective date of this Agreement.

V. Terms:

A. Payment will be made monthly based on the number of members assigned to participating clinics where the primary plan coverage is CareOregon Oregon Health Plan, as of the fifth (5th) of the month.
B. Provider agrees to submit to CareOregon, all claims for services provided by the Behavioral Health Clinician (BHC).
C. To ensure appropriate payment of funds under this Agreement, Provider will ensure clinic-specific billing for each participating clinic. Clinic-specific billing requires claims submission using professional claims forms (CMS-1500 or 837P) with a clinic-specific National Provider Identifier (NPI) submitted as the billing provider (CMS-1500 item 33a or 837 loop ID 2010AA).
D. Clinics new to participation in IBH at the time of Agreement execution, with < 5.0% CareOregon Member Population Reach, are initiated at Tier One (1) Integration, providing all other Minimum Integration Criteria is met, as defined in Exhibit B.
E. Clinics currently participating in IBH at the time of Agreement execution, with < 5.0% CareOregon Member Population Reach, are initiated at Tier Zero (0) Integration, providing all other Minimum Integration Criteria is met, as defined in Exhibit B.
F. Clinics currently participating in IBH at the time of Agreement execution with ≥ 5.0% CareOregon Member Population Reach, are initiated at Tier One (1) Integration, providing all other Minimum Integration Criteria is met, as defined in Exhibit B.
G. Clinics currently participating in IBH at the time of Agreement execution with ≥ 12.0% CareOregon Member Population Reach are initiated at Tier Two (2) Integration, providing all other Minimum and Tier Two (2) Integration Criteria is met, as defined in Exhibit B.
H. Provider will select one (1) Target Population Measure to be reported in addition to the Population Reach Measure Set as defined in Exhibit A.
I. No changes will be permitted to the Target Population Measure selection during the time period of this Agreement
J. Target Population and Population Reach Measurment data must be submitted prior to data submission deadlines.
K. Incentive payment level may be adjusted as scheduled on payment adjustment date following data submission:

Data Submission Deadline	**Specifications**	**Reporting Period** *(Rolling 12-months)*	**Payment Adjustment Date**
January 31, 2019, 5:00 pm	Exhibit A	July 2018 – December 2018	April 2019
July 31, 2019, 5:00 pm *(If continued participation)*	Exhibit A	January 2019 – June 2019	Oct 2019

L. If data is not submitted prior to data submission deadlines for Target Population and Population Reach measures, participating clinics will receive Tier Integration Level Zero (0), effective on the next payment adjustment date until the subsequent reporting cycle and scheduled payment adjustment date.

M. Selected clinical quality measures that include in the denominator, fewer than thirty (30) assigned CareOregon members will be evaluated for performance without adjustment.
N. Data submitted for any clinical quality measure that is incomplete, invalid, or erroneous will be excluded from the applicable payment level calculation and adjustment date.
O. Provider agrees that payments received will be used to support the appropriate participating clinic.
P. Both entities acknowledge that this program will be reviewed periodically.
Q. This Agreement may be amended by CareOregon upon written notice to Provider to reflect immaterial programmatic changes to CareOregon IBH. Any other changes to this Agreement can only be amended by a written agreement signed by the parties hereto.
R. Provider agrees to notify CareOregon within thirty (30) days of any changes that may affect any participating clinic's ability to maintain eligibility requirements of CareOregon IBH.
S. Payments may be immediately suspended for participating clinics that cease to meet eligibility requirements and may resume upon notification of eligibility fulfillment during the term of this Agreement.
T. Provider agrees to maintain a minimum of a 0.5 Full Time Employee (FTE) licensed Behavioral Health Clinician (BHC) at each Provider location, as defined by ORS 414.025. The BHC will practice within the scope of their respective license.
U. Provider agrees to provide Mental Health, Substance Use Disorder, and Developmental Screening of patients is established with documentation for on-site local referral resources and processes.
V. CareOregon may request a site visit to meet with Provider and review their Integrated Behavioral Health Program.
W. This Letter of Agreement is renewable at the discretion of CareOregon.
X. Either party may terminate this Letter of Agreement with 30 days written notice.

VI. General Provisions:

A. Should Provider's participation in the CareOregon Provider Agreement terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the period outlined above.
B. Provider agrees not to disclose the information in this Letter of Agreement and agrees to keep it confidential. Provider agrees that the information in this agreement is proprietary information that represents a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.
C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Letter of Agreement. Email approval by CareOregon or Provider will suffice as written approval.
D. Provider is not eligible to participate or receive funding associated with this Letter of 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 Letter of Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue to CareOregon's satisfaction. Discontinued funding will not be disbursed.
E. CareOregon can terminate this Agreement immediately if the safety or health of a member or staff person is threatened. Any remaining balance of the payment disbursed under this Agreement at the time of immediate termination will be returned to CareOregon.
F. CareOregon shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620, and ORS Chapters 316, 317 and 318. CareOregon will continue to comply with the tax laws of this state or a political subdivision of the state during the term of this contract. Failure to comply with this contract term is a default for which the County may terminate the contract and seek damages and other relief available.

<Signature page to follow>

Agreed to on behalf of Clackamas County acting by and through its Health, Housing, and Human Services Department, Health Center Division:

_____
Signature

Name: Richard Swift

Title: Director

Date: _____

Agreed to on behalf of CareOregon, Inc.:

_____
Signature

Name: Eric Hunter

Title: Chief Executive Officer

Date: _____

Exhibit A
CareOregon 2019 Integrated Behavioral Health

Participating clinics must meet all applicable Tier Integration Criteria per application to qualify for respective Tier Integration Level payment. Month six (6) CareOregon Population Reach data is used to determine Tier Integration Level performance.

Population Reach Measure Set

Quality Measure	Required	Numerator (n) and Denominator (d) Descriptions	
All Patient Population Reach	X	n	Of those in denominator, unique patients seen by BHC in the previous rolling 12-months.
		d	Unique patients seen in primary care in the previous rolling 12-months.
CareOregon Member Population Reach	X	n	Of those in denominator, unique CareOregon members seen by BHC in the previous rolling 12-months.
		d	Unique CareOregon members seen in primary care in the previous rolling 12-months.

Target Population Measure Selection

Quality Measure	Selection	Numerator (n) and Denominator (d) Descriptions	
Chronic Pain		n	Of those in denominator, all patients seen by BHC within two weeks following diagnosis.
		d	All patients seen in the reporting month with a diagnosis of chronic low back pain.
Diabetes		n	Of those in denominator, all patients seen by BHC within two weeks following HbA1c measurement.
		d	All patients with an HbA1c > 9 measured in the reporting month.
Depression	X	n	Of those in denominator, all patients seen by BHC within two weeks following PHQ measurement.
		d	All patients with a PHQ-9 > 9 measured in the reporting month.
Tobacco		n	Of those in denominator, all patients seen by BHC within two weeks following positive screening.
		d	All patients who reported "yes" for tobacco use in the reporting month.
Alcohol & Drug Screening		n	Of those in denominator, all patients seen by BHC within two weeks following positive screening.
		d	All patients screened positive in the reporting month.
Emergency Department Utilization		n	Of those in denominator, all patients seen by BHC within two weeks following an Emergency Department visit.
		d	All patients who have visited the Emergency Department in the reporting month.
Follow-up after ADHD Diagnosis		n	Of those in denominator, all patients seen by BHC within two weeks following diagnosis.
		d	All patients with current or new diagnosis for ADHD within the reporting month.

Clinical Quality Measure Specifications

Numerator and Denominator Specification Notes
Inclusion criteria for patients seen by BHC (numerator): ✓ All billable services, paid and unpaid, including face-to-face and telehealth interventions both scheduled and same-day appointments. ✓ Visits where the BHC assists in service delivery along with the medical provider resulting in increased medical complexity that is billed under the medical provider. **Inclusion criteria for patients seen in Primary Care (denominator):** ✓ Any PCP or BHC appointment (i.e. 99201, 99202, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215, 99354, 99355, 99401, 99402, 99403, 99404, 99411, 99412, G0507, G0505, 96150, 96151, 96152, 96153, 96154, 99408, G0396, 99409 G0397, 99406, G0436, 99407, G0437, 96110, 96127, 90791, 90832, 90834, 90837, 98966, 98967, 98968).

Exhibit B
CareOregon 2019 Integrated Behavioral Health

Tier Integration Level Criteria

Minimum Integration Criteria (Tier 1)
Staffing: ✓ At least 0.5 FTE licensed behavioral health clinician (BHC) as defined by subset of ORS 414.025 (Table 4) is on-site, located in the same shared physical space as medical providers. ✓ Mental Health, Substance Use Disorder, and Developmental Screening strategy is established with documentation for on-site local referral resources and processes. ✓ BHC(s) provide care at a ratio of 1 FTE BHC for every 6 FTE Primary Care Clinicians.
Communication around Shared Patients: ✓ Primary care clinicians, staff, and BHCs document clinically relevant patient information in the same medical record at the point of care. ✓ Care team and BHC routinely engage in face-to-face collaborative treatment planning and co-management of shared patients.
BHC as an Integrated Part of the Primary Care Team: ✓ Warm hand-offs/introductions between care team members and BHC. ✓ BHC is a regular part of practice activities (i.e. team meetings, provider meetings, quality improvement projects, case conferences). ✓ Pre-visit planning activities (i.e. scrubbing and/or huddling for behavioral health intervention opportunities).
Same-Day Access: ✓ On average, ***≥ 25%* of BHC hours** at the practice each week are available for same-day services (may include average weekly late-cancelation/no-shows converted to same-day services).
Population Reach: ✓ **≥ 5.0%** unique CareOregon members.
Tier Two (2) Integration Criteria
Same-Day Access: ✓ On average, ***≥ 50%* of BHC hours** at the practice each week are available for same-day services (may include average weekly late-cancelation/no-shows converted to same-day services). **Population Reach:** ✓ **≥ 12.0%** unique CareOregon members.

Integration Criteria Specifications

Integration Criteria Specifications
Qualifying Behavioral Health Clinicians (BHC); subset of ORS 414.025: ✓ Licensed psychologist ✓ Licensed clinical social worker ✓ Licensed professional counselor or licensed marriage and family therapist ✓ Certified clinical social work associate ✓ Intern or resident who is working under a board-approved supervisory contract in a clinical mental health field

Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Richard Swift
Director

October 18, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Amendment #5 to a Revenue Agreement with Providence Health Plan (PHP) and Providence Health Assurance (PHA) for the Modification of Oregon Health Plan (OHP) Line of Business - Yamhill Community Care Organization (YCCO) OHP Networks Program

Purpose/Outcomes	Provides Clackamas County Health Centers Division (CCHCD) funding for providing healthcare services to YCCO OHP patients.
Dollar Amount and Fiscal Impact	Based on number of clients reported and by what is allowed for compensation in accordance with the fee schedule. This is a no maximum agreement. No County General Funds are involved. No matching funds required.
Funding Source	Primary Care Clinics
Duration	Effective January 1, 2019 and has a no expiration date.
Previous Board Action	There has been no previous board action.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	646_05

BACKGROUND:
The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of Amendment #5 to a Revenue agreement with PHP and PHA for the Modification of OHP Line of Business related to YCCO OHP Networks Program.

PHP and PHA will be the new Network Provider for YCCO OHP patients which is currently administered through CareOregon. This Amendment is needed to enter into a Network Provider agreement with PHP and PHA replacing CareOregon. There is no way to determine the amount of revenue to be received as this is determined based on the number of members assigned to CCHCD and the amount of compensation remitted to CCHCD. Due to these factors we are processing this as a No Maximum Agreement. This Amendment has been reviewed by County Counsel on September 11, 2018.

This Amendment #2 is effective January 1, 2019 and continues through no expiration.

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

AMENDMENT
TO THE
PROVIDENCE HEALTH PLAN AND PROVIDENCE HEALTH ASSURANCE
PROVIDER AGREEMENT

#646_05

Effective January 1, 2019, the Agreement between **PROVIDENCE HEALTH PLAN AND PROVIDENCE HEALTH ASSURANCE** and **Clackamas County Health, Housing, and Human Services Deprtment, Health Centers Division**, is amended as follows:

The parties to the Agreement are being amended. The first paragraph of the Agreement is deleted in its entirety and replaced with the following:

THIS AGREEMENT ("Agreement") is between **PROVIDENCE HEALTH PLAN (PHP)**, an Oregon non-profit corporation, **PROVIDENCE HEALTH ASSURANCE (PHA)**, an Oregon non profit corporation and **PROVIDENCE PLAN PARTNERS (PPP),** a Washington non-profit corporation, and their wholly-owned subsidiaries (hereinafter referred to collectively as "Health Plan") and **CLACKAMAS COUNTY HEALTH, HOUSING, AND HUMAN SERVICES DEPRTMENT, HEALTH CENTERS DIVISION** (hereinafter referred to as "Network Provider"), and together with any attachment(s) or exhibit(s) describes the terms and conditions under which Network Provider shall participate in Health Plan's provider network(s).

Amend the Recitals section of the Agreement by adding the following:

WHEREAS, Health Plan operates as a Management Services Organization (MSO), Third-Party Administrator (TPA), and Administrative Services Only (ASO) provider for self-funded employer health benefit plans and other health care financing arrangements; and

Amend the Definitions section of the Agreement by adding the definition of Health Plan as follows:

Health Plan shall mean either PHP, PHA, PPP or a wholly-owned subsidiary, or PHP, PHA, PPP and their wholly-owned subsidiaries, collectively, as designated in the Exhibits, Attachments or Addendums hereto.

Amend the Definitions section of the Agreement by replacing the definition of Member with the following:

Member shall mean any person entitled to receive benefits for Covered Services underwritten or administered by Health Plan.

Amend the Definitions section of the Agreement by adding the definition of Product as follows:

Product is a policy or specified health benefit plan structure which defines coverage of health care benefits for Members.

Amend the Definitions section of the Agreement by adding the definition of Medical Home/Neighborhood Member as follows:

Medical Home/Neighborhood Member shall mean a Member who is enrolled in a Medical Home/Neighborhood Plan underwritten or administered by Health Plan.

Amend the Records and Confidentiality section of the Agreement by replacing Record Retention with the following:

Record Retention. All clinical records shall be retained for ten (10) years, or as is required by law, after the date of service for which claims are made. If an audit, litigation, or research and evaluation, or other action involving the records is started before the end of the ten (10) year period, the records must be retained until all issues are resolved.

Modification of Oregon Health Plan (OHP) Line of Business, Attachment A and Attachment A-1

The Oregon Health Plan (OHP) Line of Business, Attachments A and A-1 are removed in their entirety and replaced with the new Oregon Health Plan (OHP) Line of Business, Health Plan OHP Networks Exhibit, a copy of which is attached. By agreeing to the terms in this Oregon Health Plan (OHP) Line of Business, Health Plan OHP Network Exhibit, Network Provider will be participating in Health Plan's OHP Networks.

Except as specifically provided by this Amendment, the Provider Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names by the undersigned officers, the same being duly authorized to do so.

CLACKAMAS COUNTY HEALTH, HOUSING, AND HUMAN SERVICES DEPRTMENT, HEALTH CENTERS DIVISION	**PHP, PHA AND PPP**
Signature	***Signature***
Richard Swift	**Robert Gluckman, MD, MACP**
Print Name	***Print Name***
Director	**Chief Medical Officer**
Title	***Title***
Date	***Date***

PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
OREGON HEALTH PLAN (OHP) LINE OF BUSINESS
HEALTH PLAN OHP NETWORKS EXHIBIT

This Health Plan OHP Networks Exhibit sets forth terms and conditions which are applicable to Health Plan OHP Networks. Network Provider agrees to participate in the Health Plan OHP Networks described below.

Health Plan OHP Networks (OHP Networks) are Health Plan provider networks for OHP Members who have selected a Product offered by or administered by Health Plan. OHP Networks are networks of Network Practitioners and Network Facilities contracted to provide services to Members that have chosen Health Plan OHP provider networks as described below.

PHA OHP Network is a Providence Health Assurance (PHA) provider network for OHP Members who have selected a Product offered by or administered by Providence Health Assurance. Network Practitioners and Network Facilities are contracted to provide services to Members that have chosen PHA's OHP provider network.

YCCO OHP Network is a provider network for OHP Members who have selected a Product offered by Yamhill Community Care Organization (YCCO) and administered by Providence Plan Partners. Network Practitioners and Network Facilities are contracted to provide services to Members that have chosen YCCO's OHP provider network.

OHP shall mean Oregon Health Plan and Affiliated Programs.

Member shall mean any person enrolled in OHP through the OHA and entitled to receive benefits for Covered Services underwritten or administered by Health Plan.

SCOPE OF SERVICES

Network Provider is engaged to provide Covered Services to Members.

Network Provider shall only provide Covered Services which Network Provider is professionally qualified to render.

The rates in this Exhibit are premised on services offered by Network Provider as of the inception of this Agreement. In the event Network Provider adds new services, Network Provider agrees to notify Health Plan within a reasonable time, 1) in order for Health Plan to determine whether such new services will be incorporated into current Agreement, and 2) to negotiate in good-faith the rates applicable to such new services.

PAYMENT FOR MEDICAL SERVICES

Health Plan will pay Network Provider for Covered Services at 100% of the allowed compensation, less any applicable Copayment, Coinsurance and Deductibles, in accordance with the fee schedule in this Exhibit. Member coinsurance and deductibles are calculated using the allowed compensation, not billed charges.

YCCO OHP Network - Network Provider will be reimbursed for Covered Services at 100% of the allowed compensation, less any applicable Copayment, Coinsurance and Deductibles, in accordance with the fee schedule in this Exhibit. Member coinsurance and deductibles are calculated using the allowed compensation, not billed charges. Network Provider acknowledges that YCCO is solely liable for funding reimbursements of YCCO Network Provider claims in accordance with this Exhibit.

PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
OREGON HEALTH PLAN (OHP) LINE OF BUSINESS
HEALTH PLAN OHP NETWORKS EXHIBIT

FEE SCHEDULE

EFFECTIVE DATE: JANUARY 1, 2019

Professional Services – Reimbursement will be at 100% of current Oregon Medicaid fee-for-service (FFS) maximum allowable rates, including updates.

Anesthesia Services – Most current ASA methodology for standard AMA defined CPT codes in the range 00100 through 01996 – Reimbursement will be at 100% of Oregon Medicaid fee-for-service (FFS) ASA base rate.

Lab Services – Reimbursement will be at 100% of current Oregon Medicaid fee-for-service (FFS), (Medicare Clinical Diagnostic Laboratory Fee Schedule), including updates.

Drugs – 100% of the most current Medicare Average Sales Price (ASP). In the event there is no Medicare ASP, reimbursement will be based on the Wholesale Acquisition Cost (WAC). If no WAC is available, then drug will be reimbursed at Acquisition Cost.

Immunizations – Reimbursement will be at 100% of the Wholesale Acquisition Cost (WAC) or Average Wholesale Price (AWP).

HCPCS/DMEPOS – Reimbursement will be at 100% of current Oregon Medicaid fee-for-service (FFS), (Medicare DMEPOS Fee Schedule), including updates.

Service codes not encompassed by Medicaid fee-for-service (FFS) maximum allowable rates may be priced at Health Plan's discretion by applying a most comparable rate. The most current code sets will be recognized by Health Plan in accordance with HIPAA regulations. Services lacking a relative value weight, an established price, or Health Plan determined rate, will be paid at 40% of covered charges.

Revisions to fee schedules to accommodate CMS quarterly and off-cycle updates will occur regularly and in a reasonable timeframe, given revisions to claims adjudication software.

Allowed charges will be calculated, according to the applicable fee schedule, or billed charges, whichever is less.

OHP VISION HARDWARE:

All covered hardware, except for contact lenses, must be issued by and through SWEEP.

Network Provider may issue contact lenses. Prior authorization is required for all contact lens related services, except for keratoconus. Authorization will be given in accordance with Oregon Health Authority Medical Assistance Programs, Visual Services Program Rulebook.

Contact lenses must be billed with HCPCS V2500 – V2599 and will be reimbursed according to MCAR DMERC. Fitting and modification services must be billed with CPT codes 92310, 92311 or 92312 and will be reimbursed according to current Oregon Medicaid fee-for-service maximum allowable rates.

TERMS AND CONDITIONS:

1) Specific services may be excluded from this Agreement. For example, Network Provider may not be contracted to provide the technical component for MRI, CT or other high tech services.

2) This Agreement does not cover sleep study services unless Health Plan has approved Network Provider to perform those specific services.

3) **Home Services:** Providence Home Services is the designated provider for home health, hospice, home IV infusion, prosthetics, supplies and durable medical equipment (including machines for the treatment of sleep apnea related conditions), unless a) otherwise approved by Health Plan, or b) area is not serviced by Providence Home Services.

PROVIDENCE HEALTH PLAN, PROVIDENCE HEALTH ASSURANCE AND PROVIDENCE PLAN PARTNERS
OREGON HEALTH PLAN (OHP) LINE OF BUSINESS
HEALTH PLAN OHP NETWORKS EXHIBIT

OREGON HEALTH PLAN COMPLIANCE PROVISIONS

Adhere to Terms. Network Providers who participate in the Oregon Health Plan shall adhere to the terms and conditions outlined below.

Oregon Revised Statutes. The Oregon Revised Statutes concerning the Oregon Health Plan and Oregon Administrative Rules promulgated by Oregon Health Authority (OHA) to implement the Oregon Health Plan program take precedent over Health Plan's Agreement with OHA.

Supersede. To the extent that this Exhibit contains different terms from the existing Agreement, the terms of this Exhibit will supersede any conflicting provisions of the existing Agreement for OHP business.

OHP. Oregon Health Plan and Affiliated Programs will hereinafter be referred to as OHP.

DEFINITIONS

CCO. Coordinated Care Organization, an entity that, through community-wide partnership, ensures quality, cost-effective care for OHP Members.

MAP. Medical Assistance Program, a department within OHA, of the State of Oregon.

Member. shall mean any person enrolled in OHP through the OHA and entitled to receive benefits for Covered Services underwritten or administered by Health Plan.

OHA. Oregon Health Authority, a government agency in Oregon. The OHA includes most of the State's health care programs, including Public Health, the Oregon Health Plan, Healthy Kids, employee benefits and public-private partnerships.

PCPCH. Patient-Centered Primary Care Homes are clinics that have been recognized for their commitment to quality and coordinated care. At its heart, this model of care fosters strong relationships with patients and their families. Clinics improve care by catching problems earlier, focusing on prevention, wellness and management of chronic conditions.

Subcontractor. Any provider or any other individual, entity, facility, or organization that has entered into a subcontract to provide for any portion of work under this Agreement.

Third Party Liability. Any individual, entity, or program that is, or may be, liable to pay all or part of the medical cost of any medical services furnished to a Member.

DESCRIPTION OF MEDICAL SERVICES

Notification of Covered Services. Pursuant to state law, Covered Services may be expanded, limited or otherwise changed by the Health Services Commission, or by the Legislative Assembly. Any such changes shall be reflected by MAP in duly promulgated amendment(s) to the Oregon Administrative Rules pertinent to the Oregon Health Plan. MAP shall notify the CCO within 30 days of the effective date of the rule change. The rule, as amended, shall be binding upon the CCO and its health plans as of its effective date, without need for any amendment(s) to the agreement between the CCO and MAP. In turn, Health Plan shall notify Network Provider about the amendment(s) within 5 business days of CCO notification to Health Plan, and the amendment(s) in Covered Services shall be binding upon Network Provider as of the effective date of the amendment(s) in Covered Services, without need for any amendment to this Agreement.

STATEMENT OF WORK

Prioritized List. The provision of services is subject to the parameters contained in OAR 410-141-0520, OAR 410-141-0500 and OAR 410-141-0480.

Performing the Work. Network Provider, its employees, and agents are performing the work under this Agreement independent of any capacity as officers, employees, or agents of the State as those terms are used in ORS 30.265.

ADHERENCE TO CCO ADMINISTRATIVE RULES

Comply With MAP Rules. Network Provider shall comply with all duly promulgated MAP Rules in OAR Chapter 410, including those rules pertaining to the provision of health care and services, OAR Chapter 410, Division 141, whether in effect at the time this Agreement is signed or as adopted or amended during the term of this Agreement.

Debarment and Suspension. Neither Health Plan nor contracted Network Provider or subcontracted providers shall contract with or employ individuals listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". 45 CFR Part 76

Drug Free Workplace. Network Provider and all subcontracted providers shall maintain a drug-free workplace and comply with the Department of Human Services, and Division of Medical Assistance Programs rules and regulations.

Requirements of 42 CFR. Network Provider must fulfill the requirements of 42 CFR Part 438 Managed Care that are appropriate to the services or activity delegated under this Agreement.

TRUTH IN LOBBYING ACT CERTIFICATION

Network Provider shall comply with 45 CFR Part 93 by certifying, to the best of Network Provider's knowledge and belief, that:

Federal Funds. No federal appropriated funds have been paid or will be paid, by or on behalf of Network Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Report Lobbying. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Network Provider agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

Required Language. The language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.

Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Indemnify MAP. Network Provider is solely responsible for all liability arising from a failure by Network Provider to comply with the terms of this certification. Additionally, Network Provider promises to indemnify MAP for any damages suffered by MAP as a result of Network Provider's failure to comply with the terms of this certification.

ACCESS TO RECORDS AND FACILITIES

Maintain Records. Network Provider shall maintain financial, medical and other records pertinent to this Agreement to the extent necessary to clearly reflect actions taken.

Member Records. Members may request and receive a copy of his or her medical records and request that they be amended or corrected as specified in 45 CFR Part 164.

Timely Access. Network Provider shall provide timely access to records and facilities and cooperate with OHA in collection of information through consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with this Agreement, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes.

External Quality Review. Network Provider in conformance with 42 CFR 438.350 and 438.358 Subpart E, and 42 CFR 457.1250 shall cooperate with OHA by providing access to records and facilities, and sufficient information for the purpose of an annual external, independent professional review of CCO compliance with all applicable state and federal rules, the CCO contract with OHA and of the quality outcomes and timeliness of, and access to services provided under this Agreement.

Confidentiality. Subject to the requirements of 42 CFR Part 431, Subpart F, Network Provider shall not use, release, or disclose any information concerning a Member for any purpose not directly connected with the administration of MAP's, Health Plan's or Network Provider's responsibilities under this Agreement or under Title XIX of the Social Security Act, except on written consent of the Member, his or her attorney, or, if appropriate, his or her legally-responsible parent or guardian, or as required or permitted by law. Network Provider shall ensure that its agents, employees, and officers with access to Member records understand and comply with this confidentiality provision.

CONDITIONS OF PARTICIPATION

Member Rights and Responsibilities. Network Provider will comply with all Member rights and responsibilities as specified in OAR 410-141-3320 Coordinated Care Organization Member Rights and Responsibilities.

Patient Centered Primary Care Home. If Network Provider is a Personal Physician/Primary Care Physician (PCP) clinic, Network Provider shall participate in Oregon's PCPCH program and shall continually strive to increase its Tier rating up to Tier 3 and above.

Coordinate Care. Network Provider/Patient Centered Primary Care Home shall coordinate Member's care for both Covered and non-covered services. Network Provider/Patient Centered Primary Care Home shall not be responsible for providing non-covered services, but shall be responsible for coordinating such care for the Member.

THIRD PARTY LIABILITY

Third Party Liability. If a Member has other insurance coverage available for payment of Covered Services, such resources are primary to the coverage provided by Health Plan under this Agreement and must be exhausted prior to payment for such Covered Services by Health Plan. Member cost-sharing incurred as part of such other coverage shall be paid to such insurer by Health Plan.

Third Party Liability Records. Network Provider shall maintain records of Network Provider's action related to Third Party Liability recovery and make those records available for OHA review.

Potential Third Party Liability. Network Provider shall not refuse to provide Covered Services to a Member because of a potential Third Party Liability for payment for the Covered Service.

Reimbursing Medicare. If the Third Party has reimbursed Network Provider, or if a Member, after receiving payment from the Third Party Liability, has reimbursed Network Provider, Network Provider must reimburse Medicare up to the full amount the Network Provider received, if Medicare is unable to recover its payment from the remainder of the Third Party Liability payment.

Quality Improvement. Network Provider shall participate in internal or external quality improvement activities of Health Plan or those of OHA if requested to do so.

Provisions That Apply. Provisions that apply to the Health Plan and its agreement with the CCO shall also apply to Network Provider.

Cooperate With. Network Provider shall cooperate with all processes and procedures of child, elder, nursing home, developmentally disabled or mentally ill abuse reporting, investigations, and protective services.

Data. Network Provider shall provide to Health Plan data for reporting requirement used for the analysis of delivery system capacity, consumer satisfaction, financial solvency, encounter, utilization and quality improvement, and other requirements within the time frames requested by Health Plan in order for Health Plan to make its reporting requirements to the State.

Certify Claims Information. Network Provider shall certify that all claims submissions and/or information are true, accurate, and complete. Payment of Covered Services by Health Plan is from federal and state funds, and therefore any falsification or concealment of material fact by Network Provider when submitting claims may be prosecuted under federal and state laws.

HOLD HARMLESS

Hold Harmless. Network Provider shall not bill, charge, seek compensation, remuneration or reimbursement from, or have recourse against the State or any Member for Covered Services provided during the period for which capitation payments were made by the State through MAP to Health Plan with respect to said Member even if the Health Plan becomes insolvent. Network Provider may not bill Member for any amount greater than would be owed by the Member if the Health Plan provided the services directly (i.e., no balance billing by providers).

Continuity of Care. Network Provider shall continue to provide Covered Services during periods of Health Plan insolvency or cessation of operations through the period for which capitation payments were made to Health Plan.

DELEGATION

Delegation. If Health Plan chooses to delegate the complaint and appeal process, except the adjudication of final appeals, Network Provider shall have written policies and procedures for accepting, processing and responding to all complaints and appeals from Member. Health Plan shall monitor delegated responsibilities on an ongoing basis. Health Plan retains all its legal remedies, including rights of revocation, if the activities are not performed satisfactorily.

NON COVERED SERVICES

Fee for Service. Network Provider shall comply with OAR 410-141-0420, Billing and Payment under the Oregon Health Plan when submitting Fee-For-Service claims for Oregon Health Plan services provided to Members that are not Covered Services under the Health Plan.

Billing Member. Network Provider may bill a Member for payment of non-Covered Services not within the scope of the coverage offered by the CCO, subject to requirements of the OHA about how those arrangements may be made under appropriate waiver. The Member must be informed in advance of receiving the specific service that it is not covered, the estimated cost of the service, and that the Member or Member's representative is financially responsible for payment for the specific service. Network Provider must use the designated OHP waiver form. Network Provider must be able to document in writing signed by the Member or Member's representative, that the Member was provided this information and the Member knowingly and voluntarily agreed to be responsible for payment.

WORKERS COMPENSATION

Workers Compensation. If Network Provider is a subject employer under the Oregon Workers Compensation law, Network Provider shall comply with ORS 656.017, which requires employers to provide Workers Compensation coverage for all of their employees.

FULLY QUALIFIED HEALTH CENTER / RURAL HEALTH CENTERS

Fully Qualified Health Center. When applicable, Fully Qualified Health Centers (FQHS) and Rural Health Centers (RHCs) rate of reimbursement shall be not less than the level and amount of payment which the Health Plan would make for the same services furnished by a provider that is not a FQHC or RHC consistent with the requirements of 42 USC §1396b (m)(2)(A)(ix) and BBA 4712 (b)(2).

MISCELLANEOUS FEDERAL REQUIREMENTS

Environmental Protection. If the sums payable to Network Provider under this Agreement exceed $100,000, Network Provider shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to OHA, the Department of Health and Human Services, and the appropriate Regional Office of the EPA.

Energy Policy. Network Provider shall comply with any applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et seq. (Pub. L. 94-163).

Non-Discrimination. Network Provider shall comply, with all federal and state laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities)

the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. Network Provider shall also comply with all applicable requirements of State civil rights and rehabilitation statutes and rules.

Equal Employment Opportunity. If the sums payable to Network Provider exceed $10,000, Network Provider shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

Laboratories. Laboratories contracted by Health Plan and used by Network Provider shall comply with the Clinical and Laboratory Improvement Amendments (CLIA 1988) which require that all laboratory testing sites providing services under this Agreement shall have either a Clinical Laboratory Improvements (CLIA) certificate or waiver or a certificate of registration along with a CLIA identification number. Those laboratories with certificates of waiver will provide only eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

Patient Self-Determination. Network Provider shall comply with the requirements of 42 CFR Part 489, Subpart I "Advance Directives" and OAR 410-120-1380 which establishes, among other requirements the requirement for compliance with Section 4751 of the Omnibus Budget Reconciliation Act of 1991 (OBRA) and 127.649, Patient Self-Determination Act.

Consent Forms. Network Provider shall complete and have Members sign an accurately completed OHA Hysterectomy Consent form prior to performing hysterectomy surgeries. An accurately completed signed OHA Consent to Sterilization form must be obtained prior to performing tubal ligations and vasectomies. These OHA forms must be submitted to Health Plan upon filing of claim for these services.

Comply with Federal Law. Network Provider and all subcontracted providers shall comply with all applicable state and federal law.

FRAUD, WASTE AND ABUSE

Fraud, Waste and Abuse. Network Provider shall comply with Health Plan's Fraud, Waste and Abuse reporting requirements and to cooperate with processes and procedure of Fraud, Waste and Abuse investigations, reporting requirements, and related activities by Health Plan, OHP, OHA/Provider Audit Unit or the Department of Justice Medicaid Fraud Control Unit.

Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Richard Swift
Director

October 18, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for an Intergovernmental Agreement with Clackamas Fire District #1 for Project Hope: Opioid Prevention and Reduction

Purpose/Outcomes	This agreement provides funding to Clackamas Fire District #1 for a Community Paramedic to provide crucial follow-up visits, care coordination, and community resource navigation to opioid overdoes survivors in the home after the emergency medical phase of the call ends.
Dollar Amount and Fiscal Impact	Maximum contract value is $25,000.
Funding Source	Ambulance Cost Savings/Enhancement Fees – No General Funds used
Duration	Effective upon signature and terminates on August 31, 2019
Previous Board Action	No previous Board action
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
Contact Person	Dawn Emerick 503-655-8479
Contract No.	8980

Background
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with Clackamas Fire District #1 for Project Hope: Opioid Prevention and Reduction. The funds provide for a Community Paramedic role that will provide crucial follow-up visits, care coordination, and community resource navigation to opioid overdoes survivors in the home after the emergency medical phase of the call ends. In collaboration with Project Hope, the Clackamas County Behavioral Health Division will provide funding to hire a Peer Recovery Mentor who will support the role of the Community Paramedic by identifying gaps in services, and assist in addressing barriers in cases where individuals are failing to engage in treatment and provide ongoing support for recovery.

The maximum contract value is $25,000. This Agreement is effective upon signature and expires on August 31, 2019. County Counsel reviewed this Agreement on August 30, 2018.

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CLACKAMAS COUNTY, OREGON PUBLIC HEALTH DIVISION

AND

CLACKAMAS FIRE DISTRICT #1

Contract #8980

I. Purpose

This agreement is entered into between Clackamas County Department of Health, Housing and Human Services, Public Health Division (CLACKAMAS) and **Clackamas Fire District #1** (AGENCY) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis to partner on the Community Paramedic Opioid Overdose project. The goal is to:

- Reduce the number of people who have a repeat overdose, thereby decreasing future 911 calls and hospital readmissions.
- Improve the quality of life for patients with substance use disorders.
- Bridge gaps in care by connecting vulnerable patients to treatment services and other resources that address social factors that may be influencing the patients' health.
- Include harm reduction efforts through the distribution of naloxone kits and delivery of harm reduction messages to opioid users.

II. Scope of Work and Cooperation

A. AGENCY agrees to:

1. Provide .1 full time employee FTE to perform the following:

   a. provide crucial follow-up visits to opioid overdose survivors in the home

   b. provide care coordination between patients and providers, and community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services)

   c. work with patients to establish a longer-term plan to prevent future substance use and potential repeat overdose.

   d. distribute naloxone kits and delivery of harm reduction messages to opioid users.

   e. Train patients, and where applicable, family members on naloxone use and opioid overdose prevention strategies.

   f. Implement a process to serve as the steward of the reserve funds for participant support costs. These funds are to be available to AGENCY and AMERICAN MEDICAL RESPONSE (AMR).

g. Collect and report the following data to Clackamas County Public Health as part of the pilot project:

i. Number of opioid overdose referrals received
ii. Number of overdose patients who receive follow-up in the Emergnecy Department or home
iii. Number of patients who are referred to treatment
iv. Type of treatment patient is referred to
v. Number of naloxone kits distributed

B. CLACKAMAS agrees to:

1. Provide project coordination and technical assistance to AMR and Clackamas Fire District with the goal of building capacity for a community-based support system to effectively respond to overdose survivors and those most at-risk.

2. Collect and organize all data reported by the Community Paramedics partners for the purpose of project evaluation.

3. Purchase and provide naloxone kits to Community Paramedics at AMR and Clackamas Fire District.

4. Submit reports to Multnomah County Public Health for project funding. Reports will include a comprehensive description of the project activities and the following performance and outcome measures:

a. Performance Measures:

i. Number of opioid overdose referrals received
ii. Number of overdose patients who receive follow-up in the Emergency Department or home
iii. Number of patients who are referred to treatment
iv. Type of treatment patient is referred to
v. Number of naloxone kits distributed

b. Outcome Measures:

i. Reduction in number of repeat overdose calls
ii. Successful link to recovery services
iii. Reduction in drug use by patients who receive a visit from Community Paramedic
iv. Reduction in heroin and opioid overdose mortality trend over time

III. Compensation

A. CLACKAMAS shall compensate AGENCY for satisfactorily completing activities described in Section II.A. above.

1. One-time payment of $15,000 to Clackamas Fire District #1 to support one Community Paramedic (.1 FTE) for a one-year pilot program.

2. One-time payment of $10,000 reserve funds for participant support costs will be paid directly to AGENCY. Access to these funds will be available to AGENCY and AMR Community Paramedic

B. The total payment to AGENCY shall not exceed **$25,000.00**.

C. AGENCY shall submit a request for payment upon contract execution. The request may use any format approved by the AGENCY, and should list reason for payment request and reference contract # 8980. Requests for reimbursement shall be submitted to:

Clackamas County Public Health Division
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045

or electronically to:

PublicHealthFiscalAP@clackamas.us

Within thirty (30) days after receipt of the request, provided that the Program Manager, has approved the activities specified on the request for payment, CLACKAMAS shall pay the amount requested to the AGENCY.

IV. Liaison Responsibility

Amyjo Cook, Community Paramedic, 971-334-9874, will act as liaison from AGENCY. Apryl Herron, Program Planner, will act as liaison from CLACKAMAS.

V. Reporting Requirements

A. Financial Reporting:
A financial report, listing participant support expenses will be submitted to Clackamas County Public Health on a quarterly basis. (See template in supporting documents section).

B. Data Collection – Performance Measures:

The following information will be tracked as part of the pilot project and will be sent to Clackamas County Public Health on a monthly basis for evaluation purposes:

- Number of opioid overdose referrals received
- Number of overdose patients who receive follow-up in the ED or home
- Number of patients who are referred to treatment
- Type of treatment patient is referred to
- Number of naloxone kits distributed

C. Outcome Measures:

At the end of the one year pilot project, AMR will assist Clackamas County Public Health in determining the following outcome measures:

- Reduction in number of repeat overdose calls
- Successful link to recovery services
- Reduction in drug use by patients who receive a visit from Community Paramedic
- Reduction in heroin and opioid overdose mortality trend over time

VI. Special Requirements

A. CLACKAMAS and AGENCY agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the Oregon Health Authority.

B. Within the limits of the Oregon Tort Claims Act, AGENCY agrees to protect and save CLACKAMAS, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against CLACKAMAS' employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of AGENCY, and/or its agents, employees, subcontractors, or representatives under this agreement.

Within the limits of the Oregon Tort Claims Act, and the Oregon Constitution Article XI, Section 10, CLACKAMAS agrees to protect and save AGENCY, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against AGENCY's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CLACKAMAS, and/or its appointed officials, agents, employees, subcontractors, or representatives under this agreement.

C. Access to Records. Each party to this agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party to this agreement which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.

D. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section l0, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VII. Amendment

This agreement may be amended at any time with the concurrence of both parties. Any changes in the proposed budget or scope of work will be negotiated between the designated liaisons. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VIII. Term of Agreement

This agreement becomes effective **September 1, 2018** and is scheduled to terminate **August 31, 2019**.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

This agreement consists of eight (8) sections plus the following Exhibits that by this reference are incorporated herein:

Exhibit 1 Quarterly Financial Report Template

CLACKAMAS FIRE DISTRICT #1

Fred Charlton, Fire Chief

Date

11300 SE Fuller Rd.
Street Address

Milwaukie, OR 97222
City / State / Zip

(503) 747-2777 /
Phone / Fax

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing, and Human Services

Date

Health, Housing & Human Services
CLACKAMAS COUNTY

Richard Swift
Director

COPY

October 18, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Authorization to Purchase Three Category B Transit Buses for the
Mt Hood Express Transit Service

Purpose / Outcome	Approval to purchase Qty.3 2019 Freightliner Champion Defender transit buses for the Mt Hood Express from Schetky Northwest Sales
Dollar Amount and Fiscal Impact	The total purchase cost is $504,615. The purchase is funded by current grants
Funding Source	FTA 5339- Bus and Bus Infrastructure Investment Program funds, Federal Lands Access Program funds and State Transportation Improvement Fund- no County General Funds are involved
Duration	N/A- one time capital purchase
Previous Board Action/Review	022218-A1 Approval to Apply; Approval of Agreement 062118-A5, Approval of Amendment 061115-A6
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641

Background:

The Social Services Division of the Health, Housing, and Human Services Department requests approval to purchase three new buses for the Mt Hood Express public transit service from Schetky Northwest Sales. These vehicles will allow this program continue to provide public transit services in the Hoodland area of Clackamas County, especially for seniors and persons with disabilities. The purchases will be fully funded by grant funds from the following programs: Federal Lands Access Program, FTA 5339 Bus and Bus Infrastructure Invest Program and State Transportation Improvement Fund. This is one time capital purchase. There is no impact on staffing. No County General Funds are involved.

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made off Price Agreement #4729 with the State of Oregon Cooperative Purchasing Agreement Program through Schetky Northwest Sales. A Request for Vehicle Quotes for thee Category B transit buses was issued on July 17, 2018 and closed on August 13, 2018. The Oregon Department of Transportation, Rail and Public Transit Division, has reviewed and approved the purchase.

RECOMMENDATION:

We recommend the approval to purchase and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

Richard Swift, Director
Health, Housing and Human Services