

December 7, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Health Care Services Contract with CareOregon, Inc. for Medication Primary Pathway Expansion. Contract value is \$750,000.00 for 2 years. Funding is through CareOregon. No County General Funds are involved.

Previous Board Action/Review	No previous Board action. Briefed at Issues – December 5, 2023		
Performance Clackamas	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy, and secure communities.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Sarah Jacobson	Contact Phone	503-742-5303

EXECUTIVE SUMMARY: The revenue provided through this agreement will support the expansion of psychiatric evaluations and medication management and increase the Health Centers Division’s capacity to serve individuals in a medication primary pathway. The medication primary pathway is a new access pathway in behavioral health. The pathway prioritizes access to mental health medications as the primary form of services for our members. This funding will allow Health Centers’ clinics to provide additional administrative, clinical, and technical support.

RECOMMENDATION: Staff recommends the Board approve this revenue agreement with CareOregon, Inc.

Respectfully submitted,

Rodney A. Cook

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Director of Health, Housing & Human Services

For Filing Use Only

Healthy Families. Strong Communities.

CareOregon, Inc.
Health Services Contract
Clackamas Medication Primary Pathway Expansion

This Health Services Contract (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County Behavioral Health (Provider) for the time period of November 1, 2023 through October 31, 2025.

Project: Clackamas Medication Primary
Pathway Expansion
Provider Contact: Emily Ketola
E-mail: eketola@clackamas.us

CareOregon Agreement Number: MBR 305
CareOregon Contact: Cassi Sturtz
E-mail: sturtzc@careoregon.org

I. Recitals

- A. CareOregon and Provider are independent companies.
- B. CareOregon is an entity sub-contracted with Health Share of Oregon (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, 2023 through October 31, 2025.

II. Project Objectives

The purpose of this Agreement is to provide support to expand psychiatric evaluations and medication management and increase capacity to serve individuals in a medication primary pathway. The medication primary pathway is a new access pathway in behavioral health. The pathway prioritizes access to mental health medications as the primary form of services to our members. This funding will allow the clinic to provide additional administrative, clinical, and technical support.

III. Terms

- A. Terms of this Agreement are effective November 1, 2023 and will terminate October 31, 2025.
- B. CareOregon and Provider mutually agree to provide quarterly reporting to BHProviderReporting@careoregon.org on the following schedule:

- a. Q1 reporting due April 30, 2024
- b. Q2 reporting due July 31, 2024
- c. Q3 reporting due October 31, 2024
- d. Q4 reporting due January 31, 2025

Provider will report on the following:

- i. Project milestones met over the last quarter, and projected milestones for the future quarter
- ii. Surfaced risks and mitigation
- iii. Overall Project timeline for key deliverables

Once pathway has been implemented reporting will transition to:

- iv. Number of unique Member's served with medication primary pathway
- v. Success and barriers identified if any

IV. Payment

A. CareOregon will pay Provider the amount not to exceed **\$750,000.00** for the duration of the agreement.

1. CareOregon will pay Provider \$375,000.00 within 30 days of the execution of this Agreement.
2. CareOregon will pay Provider \$375,000.00 contingent upon timely receipt and approval by CareOregon of the Q1 report due no later than April 30, 2024.

B. Any changes to this Agreement shall be mutually agreed upon in writing through an executed amendment to this Agreement.

C. Provider agrees these payments are 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.

V. 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 is applicable to either CareOregon or the

Provider, this section is modified by its terms.

- L. **Waiver; Indemnity; Defense.** Each party agrees to waive any claims, losses, liability, expenses, judgements, or settlements (referred to herein as "Claims") against the other Party for any claims arising out of or related to Services under this Agreement which result from the non-waiving Party's own negligence. Further, each party hereby agrees to defend, indemnify and hold harmless the other party, its officers, directors, and employees from and against third party claims, loss, liability, expense (including reasonable attorney's fees), judgements or settlement contribution arising from injury to person or property, arising from negligent act or omission on its part or its officers, directors, volunteers, agents, or employees in connection with or arising out of: (a) services performed under this Agreement, or (b) any breach or default in performance of any such party's obligations in this Agreement including, without limitation, any breach of any warranty or representation. In the event that either party, its officers, directors, or employees are made a party to any action or proceeding related to this Agreement then the indemnifying party, upon notice from such party, shall defend such action or proceeding on behalf of such party at the indemnifying party's sole cost and expense. Each party shall have the right to designate its own counsel if it reasonably believes the other party's counsel is not representing the indemnified party's best interest. Indemnification duties under this Agreement shall be at all times limited by the tort claim limits provided in the Oregon Tort Claims Act and the Oregon Constitution. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.
- 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 Agreement. The parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The parties represent 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

HSC for Clackamas County Behavioral Health, effective 11.1.23

Prepared by BC/BK 11.3.23

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
Behavioral Health

Agreed to on behalf of CareOregon, Inc.

Signature: _____

Signature: _____

Name: _____

Name: Teresa K. Learn

Title: _____

Title: Chief Financial Officer

Date: _____

Date: _____

Tax ID: _____

NPI: _____