

February 12, 2026

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

Board of County Commissioners  
Clackamas County

**Approval of an Amendment to a Provider Participation Agreement with CareOregon for behavioral health services, including mobile crisis, crisis walk-in clinic, and peer support.**

**Amendment Value is \$7,169,936 for 1 year. Total Agreement Value is \$21,799,018 for 3 years. Funding is through the Oregon Health Plan. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	<ul style="list-style-type: none"> <li>Original Agreement June 6, 2024, Agenda Item 20240606 II.D.8</li> <li>Amendment #01 September 26, 2024, Agenda Item 20240926 V.D.3</li> <li>Amendment #02 January 16, 2025, Agenda Item 20250116 I.C.2</li> </ul>		
<b>Performance Clackamas</b>	Healthy People		
<b>Counsel Review</b>	Yes – Ryan Hammond	<b>Procurement Review</b>	No
<b>Contact Person</b>	Karen Kern	<b>Contact Phone</b>	503-742-5335

**EXECUTIVE SUMMARY:** The Behavioral Health Division of the Health, Housing, and Human Services Department requests the approval of Amendment #03 to a revenue provider agreement with CareOregon, Inc. for the funding of certain behavioral health services. The Agreement provides the funds for Wraparound Services for youth seventeen years and younger; Mobile Crisis Services; Behavioral Health Crisis and Safety Net Services, which include the crisis walk-in clinic; the 24-Hour Crisis Line; Peer Support Services; and Health Promotion and Prevention Services.

Amendment #03 adds \$7,169,936.00 for services for January through December 2026, increasing the Agreement's maximum value to \$21,799,018.00. The updated breakdown of the funding provided through the Agreement is as follows:

<b>Service(s)</b>	<b>2024 (12 months)</b>	<b>2025 (12 Months)</b>	<b>2026 (12 Months)</b>
Wraparound	\$2,709,710.00	\$2,832,500.00	\$2,832,500.00
Mobile Crisis	*	*	\$1,272,627.30

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Behavioral Health Crisis and Safety Net	\$2,720,666.00	\$2,720,666.00	\$1,249,183.02
24-Hour Crisis Line	\$ 140,000.00	\$140,000.00	\$438,921.60
Peer Support	\$1,298,084.00	\$1,298,084.00	\$1,158,018.08
Health Promotion and Prevention	\$ 218,686.00	\$218,686.00	\$218,686.00
Jail Care Coordination	\$ 166,000.00	\$166,000.00	**
<b>Annual Totals</b>	<b>\$7,253,146.00</b>	<b>\$7,375,936.00</b>	<b>\$7,169,936.00</b>
<b>Agreement Maximum</b>	<b>\$21,799,018.00</b>		

*\*Funding for mobile crisis was included in Behavioral Health Crisis and Safety Net Services funding for years 2024 and 2025.*

*\*\*Jail Care Coordination pilot program ended in 2025.*

**RECOMMENDATION:** Staff respectfully requests that the Board of Commissioners approve the Amendment (11540-03) and authorize Chair Roberts or his designee to sign it on behalf of Clackamas County.

Respectfully submitted,

*Mary Rumbaugh*

Mary Rumbaugh  
Director of Health, Housing, and Human Services

## **CAREOREGON**

### **THIRD AMENDMENT TO PROVIDER PARTICIPATION AGREEMENT**

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

#### **RECITALS**

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

#### **AMENDMENT**

1. Amendment(s). The Agreement is amended effective January 1, 2026, through December 31, 2026, as follows:
2. Exhibit C, Wraparound Scope of Work, are hereby replaced in its entirety with Exhibit C, Wraparound Scope of Work.
3. Exhibit C-1, Wraparound Service Rate Exhibit, are hereby replaced in its entirety with Exhibit C-1, Wraparound Service Rate Exhibit.
4. Exhibit D, Program Attachment, Behavioral Health Crisis And Safety Net Services, are hereby replaced with Exhibit D, Program Attachment, Behavioral Health Crisis And Safety Net Services.
5. Exhibit D-1, Program Attachment, Behavioral Health Crisis And Safety Net Services, are hereby replaced with Exhibit D-1, Program Attachment, Behavioral Health Crisis And Safety Net Services.
6. Other Provisions. Except as modified hereby, the Agreement shall remain in full force and effect.
7. Signatures. This Agreement may be signed in counterparts. Delivery of an executed signature page of this Agreement by fax or by electronic transmission of a PDF file will be effective as delivery of a manually executed counterpart of this Agreement.

**CAREOREGON, INC.**

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

Name: Teresa K. Learn \_\_\_\_\_

Title: Chief Financial Officer \_\_\_\_\_

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

**CLACKAMAS COUNTY, HEALTH  
AND HUMAN SERVICES**

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

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

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

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

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

## EXHIBIT C

### WRAPAROUND SCOPE OF WORK

#### A. Statement of Work

##### 1. Definitions.

Capitalized terms used in this Exhibit, but not otherwise defined in the Exhibit, shall have the same meaning as those terms in OAR 309-019-0162 and 309-019-0163.

2. **Program Description:** Fidelity Wraparound is a collaborative team-based process that brings together youth, family members, friends, system partners and service providers to create an individualized plan for addressing a youth's needs. Wraparound is family-driven and youth-guided. It works by building on family strengths, collaborating with community resources and incorporating shared decision-making. Each approach is individualized and informed by the family's culture. Participation in Wraparound is always voluntary.

- a. **Wraparound Supports:** Provider shall provide Wraparound supports to eligible Members in accordance with OAR 309-019-0162 and 309-019-0163.
  - i. Provider shall ensure the implementation of Fidelity Wraparound by hiring and/or subcontracting for and training the following staff:
    1. Wraparound Care Coordinator
    2. Wraparound Supervisor
    3. Wraparound Coach
  - ii. **Peer Support Service Coordination:** Provider will coordinate and collaborate with Peer Services Providers to support Members in Wraparound.
  - iii. **Caseload Ratio.** Wraparound caseload size will not exceed a 1:15 ratio per full time position. If the caseload of Provider's workforce exceeds a 1:15 staff to member ratio in the aggregate for 90 or more business days Provider may initiate a meeting with CareOregon to discuss the continued feasibility of the agreement contained within this exhibit. This could potentially lead to a decision to add more capacity, or a revision of priority populations, length of services, etc.
  - iv. Provider shall convene and maintain a Wraparound Review Committee in accordance with OAR 309-019-0162 and OAR 309-019-0163.
  - v. Provider shall ensure that Members have access to Wraparound if they are Medicaid-eligible and enrolled in any of the following: Secure Children's Inpatient Program, Secure Adolescent Inpatient Program, Psychiatric Residential Treatment Services, or the Commercial Sexually Exploited Children's residential program funded by OHA, and Members approved by the local/regional Wraparound Review Committee.

- vi. Provider will notify CareOregon within five (5) business days if Provider has identified Members who are eligible to receive Wraparound support but cannot receive such support immediately. Provider will work with CareOregon Regional Care Team to ensure needed supports are provided to the Member.
- vii. Provider shall ensure a CANS Oregon is administered to all Members served through the Fidelity Wraparound care planning as follows:
  1. Provider shall ensure only individuals who have been certified by the Praed Foundation for administering the CANS Oregon shall administer CANS Oregon to Members.
  2. Provider shall complete a CANS Oregon within thirty (30) days of initial program enrollment, every ninety (90) days thereafter, after a significant event, and upon exit from the Fidelity Wraparound program.
  3. Provider shall ensure that the CANS data for each Member enrolled in fidelity Wraparound is tracked and entered into the online data system designated by OHA when available.
- viii. Provider shall ensure behavioral health providers (including day treatment, Psychiatric Residential Treatment Services (PRTS), secure child and adolescent inpatient psychiatric programs) are trained in Wraparound values and principles and the Provider's role within the Wraparound Child and Family Team. Provider may partner with other counties in offering this training.
- ix. OHA, CareOregon, or their designees will review behavioral health data and conduct Fidelity reviews in order to determine whether the CCO, CareOregon, and Provider has complied with its Wraparound obligations under the CCO Contract Exhibit M. Fidelity reviews will occur as follows: (i) in accordance with OAR 309-019-0163, (ii) in connection with receipt of Wraparound Fidelity Tool Index Tool (WFIEZ) used by OHA, (iii) once per biennium, and (iv) as may be requested from time to time by OHA or CareOregon. CareOregon shall have the right to request, and upon any such request, Provider shall promptly provide CareOregon with the results of Fidelity reviews conducted by OHA or its designees. Additionally, OHA and CareOregon shall have the right to request, and upon any such request, Provider shall promptly provide CareOregon and OHA with, information and documents created as a result of the provision of Wraparound Services, including, without limitation, the documentation generated as a result of assessments conducted under OAR 309-019-0163 and any other information and documentation related to its compliance review. OHA and CareOregon shall also have the right to conduct interviews of those families enrolled in Wraparound services, Wraparound coaches, and other third-parties involved in the provision and authorization of Wraparound services.

3. System of Care: Provider will participate in Health Share of Oregon's System of Care (SOC) through active representation in the Practice Level Workgroup, Advisory Committee, Executive Council and/or subsequent subcommittees.
  - a. As part of Wraparound transition planning, Wraparound Care Coordinators will inform families to advocacy and participation opportunities within SOC.
4. Provider shall attend monthly CareOregon Wrap Standards and Collaboration meetings
5. Provider shall, for each Contract Year, assist CareOregon with its obligation under the CCO Contract to submit an annual behavioral health report to OHA on behavioral health metrics. Provider shall collect and submit to CareOregon the information needed for the annual behavioral health report in advance of OHA's reporting deadline. CareOregon shall give Provider reasonable notice in advance of the OHA reporting deadline. In order to identify the information required for the report, Provider shall consult the Annual Behavioral Health Report Documents posted on the Oregon Health Authority CCO Contract Forms website, <https://www.oregon.gov/oha/HSD/OHP/Pages/CCO-Contract-Forms.aspx>
6. Provider shall track and maintain a record of any complaints or Grievances filed in relation to the performance of Wraparound services as described under this Exhibit. Provider will provide a report of any complaints or Grievances to CareOregon regarding Wraparound services upon reasonable advance request from CareOregon
7. **Authorized User of Care Coordination Platform.** Provider will become an authorized user of CareOregon's care coordination platform, Compass Rose via a contract held by CareOregon, Inc. and Epic Systems Corporation. HPL is a population health management platform used to provide care management tools to approved contractors outside of CareOregon. CareOregon will, upon request, provide reasonable and appropriate training on HPL to Provider at no cost. Additionally, CareOregon will provide Provider with access to CareOregon's external member profile dashboard for purposes of viewing member information related to eligibility, integrated delivery system (IDS) assignment, authorizations, and claims. Access to HPL or any other care coordination platform used by CareOregon will be provided at no cost to Provider.
  - a. **Privacy Compliance.** Provider will submit evidence of regular HIPAA training of all staff who deliver services under this agreement and/or are users of CareOregon's care coordination platform to CareOregon. Provider will also submit copies of their privacy compliance policies to CareOregon annually. If any breach of CareOregon or Provider's privacy policies occur as it relates to the use of CareOregon's care coordination platform, the parties will coordinate an appropriate response in compliance with applicable laws.
  - b. **Documentation within Care Coordination Platform.** Provider agrees to complete an enrollment assessment which consists of program enrollment, program status, status dates, and care team assignment into the care coordination platform. Provider agrees to enter additional information into the care coordination platform as specified by CareOregon and upon reasonable notice. CareOregon will ensure that any information requested from Provider for entry

into the care coordination platform will be the minimum necessary to perform care coordination activities under this Agreement. CareOregon will ensure that user access to information entered by Provider within the care coordination platform complies with all applicable privacy laws, including HIPAA and 42 C.F.R. Part 2.

**B. General Provider Requirement**

- a. Provider shall comply with OAR 309-019 regarding minimum standards for services and supports provided by substance use disorder and mental health providers, as applicable
- b. Provider must provide services in a trauma-informed, gender-affirming, culturally and linguistically appropriate manner.
- c. Provider must comply with OAR 410-141 for record-keeping.
- d. Provider shall comply with ORS 182.515 and 182.525 Evidence-Based Programs.
- e. Provider shall comply with all credentialing requirements described in this Agreement, CareOregon's policies, and any other applicable regulatory requirements, in effect at the time services are rendered.
- f. Provider agrees to deliver services in accordance with CareOregon's policies, including Provider Manual, in effect at the time services are rendered.
- g. Provider shall deliver services under this Exhibit to Members as indicated below and defined by applicable regulations.
- h. In the event of a discrepancy between this Exhibit and the Agreement or any other documents incorporated into the Agreement by reference, the Exhibit shall prevail.
- i. All regulations not referenced in this Agreement but applicable to the services under this Exhibit provided by the Provider are incorporated into this Agreement.

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

**A. Rate and Payment Terms**

1. Not-to-Exceed Amounts. Payment for Wraparound services under Exhibit C shall not exceed the amount set forth in this Exhibit C-1.
  - a. The maximum, not-to-exceed compensation payable to Provider for Wraparound services under this Exhibit for the time period of January 1, 2026 to December 31, 2026, which includes any allowable expenses, is \$2,832,500.00.
2. CareOregon will pay Provider based on actual costs not to exceed the agreed upon amounts by the 20th day of the first month following the end of a quarter for wraparound services.
3. Provider shall submit invoices to CareOregon at covendorinvoices@careoregon.org on a quarterly basis. Invoices submitted by Provider to CareOregon under this Exhibit shall:
  - a. Specify actual costs and the dates for which service was provided.
  - b. Be verifiable with supporting payrolls, time records, invoices, contracts, vouchers, orders, and any other accounting documents pertaining in whole or in part to this Agreement.
  - c. Include the total amount billed to date by Provider prior to the current invoice.
  - d. Be segregated by service items.
  - e. Abide by Generally Accepted Accounting Principles (GAAP).
4. This Exhibit contains confidential and proprietary information, and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither Party will disclose this or any other proprietary information or trade secret without the express written approval of the other Party.

**EXHIBIT D**  
**PROGRAM ATTACHEMENT**

**BEHAVIORAL HEALTH CRISIS AND SAFETY NET SERVICES**

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

CareOregon on the provision of Behavioral Health services, including the behavioral health crisis and safety net services. Such coordination includes providing any and all documentation necessary for CareOregon to oversee the provision of crisis and safety net services provided by County as described in this Exhibit D.

**5. Quarterly Reporting.** County agrees to submit quarterly reporting for each crisis program that receives funding from County pursuant to this Agreement. Reporting shall be submitted to CareOregon within sixty (60) days of the end of each quarter, as indicated in the schedule below:

Date Range	Report Due
Jan 1, 2026-March 31, 2026	May 30, 2026
April 1, 2026- June 30, 2026	August 30, 2026
July 1, 2026-Sept 30, 2026	November 30, 2026
Oct 1, 2026- Dec 31, 2026	March 1, 2027

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

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

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

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

**BEHAVIORAL HEALTH CRISIS AND SAFETY NET SERVICES**

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

**A. PAYMENT TERMS**

1. Effective January 1, 2026, through December 31, 2026, CareOregon shall compensate Provider on an annual capitation rate for Members receiving services described in this Exhibit. CareOregon will use an all-inclusive Capitation rate for services. Total annual payment amount for this Exhibit is based on the approved annual budget and shall not exceed \$4,337,436.00 and is based on the following:

<b>Program</b>	<b>Total Annual Capitation Amount</b>
Mobile Crisis	\$1,272,627.30
BH Crisis and Safety Net Services	\$1,249,183.02
24-Hour Crisis Line	\$438,921.60
Peer Support Services	\$1,158,018.08
ASSIST – Health Promotion	\$218,686.00
<b>Total</b>	<b>\$4,337,436.00</b>

2. By the 10th working day of each month from January 1, 2026, through December 31, 2026, CareOregon shall make a payment to Provider in an amount equal to 1/12 of the total approved annual budget for services under this Exhibit. The total monthly payment shall not exceed \$361,453.00 per month.

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

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

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

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

## **C. DISCRETIONARY COMPENSATION**

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

## **D. CONFIDENTIALITY**

This Exhibit and the Fee Schedule contains confidential and proprietary information, and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither Party will disclose this or any other proprietary information or trade secret without the express written approval of the other Party.

## **E. TERM AND TERMINATION**

This Exhibit shall be applicable for the time period January 1, 2026, through December 31, 2026. This Exhibit is renewable upon termination at the discretion of CareOregon. Either Party may terminate this Exhibit with a written 30-day notice.

## **F. OTHER**

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