To request translation or disability-related accommodations, please contact us at **kwebb@clackamas.us** | **503-679-9111**.

Si quiere solicitar servicios de traducción o adaptaciones para la discapacidad, contáctenos en/al **kwebb@clackamas.us** | **503-679-9111**.

Чтобы запросить перевод или приспособления, связанные с инвалидностью, пожалуйста, свяжитесь с нами по: **kwebb@clackamas.us**| **503-679-9111**.

Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними: **kwebb@clackamas.us** | **503-679-9111**.

如需翻译服务或残障相关的协助，请与我们联系：**kwebb@clackamas.us** | **503-679-9111**。

Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **kwebb@clackamas.us** | **503-679-9111.**

Clackamas County
www.clackamas.us

Health, Housing & Human Services
CLACKAMAS COUNTY

Mary Rumbaugh
Director

November 12, 2026 BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment to a Provider Agreement with CareOregon, Inc. to update the payment schedule for outpatient mental health services at County Health Centers. Amendment Value is estimated to be $334,807.83 for 6 months. Total Agreement Value is approximately $3,400,000 for 6.5 years. Funding is through CareOregon. No County General Funds are involved.

Previous Board Action/Review: Original Agreement April 9, 2020, Agenda Item II.A.1, Amendment February 12, 2026, Agenda Item III.B.7
Performance Clackamas: Healthy People
Counsel Review: Yes: Andrew Naylor
Procurement Review: No
Contact Person: Sarah Jacobson
Contact Phone: 503-742-5303

EXECUTIVE SUMMARY: The Health Centers Division of Health, Housing, and Human Services Department requests approval of amendment #14 to Provider Agreement #9683 with CareOregon, Inc. The purpose of this agreement is to receive reimbursement from CareOregon, Inc. for behavioral health services provided to its members at the Health Center clinics. The purpose of this amendment is to update Exhibit D-1, Schedule of Payment for OHP/Medicaid, Outpatient Mental Health Services from July 1, 2026 – December 31, 2026.

RECOMMENDATION: Staff respectfully request that the Board of County Commissioners approve amendment #14 to agreement (#9683) with CareOregon, Inc. and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh
Mary Rumbaugh
Health, Housing & Human Services

For Filing Use Only

CAREOREGON

FOURTEENTH AMENDMENT TO PROVIDER PARTICIPATION AGREEMENT

This fourteenth amendment to the Provider Participation Agreement ("Amendment") is between CareOregon Inc., an Oregon nonprofit corporation ("CareOregon"), and Clackamas County ("Provider").

RECITALS

A. The Parties entered into the following Agreement: Provider Participation Agreement dated January 1, 2020 ("Agreement").

B. The Parties desire to amend the Agreement.

AMENDMENT

1. **Amendment(s).** The Agreement is amended effective July 1, 2026, as follows:

2. Exhibit D-1, Schedule of Payment for OHP/Medicaid, Outpatient Mental Health Services, is hereby replaced with Exhibit D-1, Schedule of Payment for OHP/Medicaid, Outpatient Mental Health Services.

3. **Other Provisions.** Except as modified hereby, the Agreement shall remain in full force and effect.

4. **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.

[signature page follows]

CAREOREGON, INC.

Signature: _____

Name: Dee Cruz

Title: Chief Finance and Strategy Officer

Date: _____

CLACKAMAS COUNTY

Signature: _____

Name: _____

Title: _____

Date: _____

Tax ID: 93-6002286

Approved For Legal Sufficiency:

10/21/2026

County Counsel Date

EXHIBIT D-1
SCHEDULE OF PAYMENT FOR OHP/MEDICAID

OUTPATIENT MENTAL HEALTH SERVICES

This schedule establishes payment for Medication Management, Outpatient Mental Health Services rendered to OHP/Medicaid Recipients assigned to Health Share of Oregon CCO, LLC (Health Share) under this Agreement. CareOregon will use the formulas and other methodologies set forth in this Exhibit, 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 as stated in Section 9.1.2 and 9.1.3 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 FOR NON-MEDICATION MANAGEMENT SERVICES

1. Effective July 1, 2026, CareOregon shall reimburse Provider as described in the CareOregon Mental Health Case Rate Table and the CareOregon Authorization Rules. CareOregon and Provider agree that CareOregon Mental Health Case Rate Table and the CareOregon Authorization Rules shall be incorporated by reference into this Exhibit.

2. Case rates will be paid in full at the point of first valid encounter only. Any changes to the case rates must be negotiated with CareOregon.

3. A risk corridor will be calculated to evaluate case rate payments in relation to the fee-for-service equivalent value of the encounterable services. There will be one regional risk corridor effective each fiscal year (July 1 through June 30) with a 70% floor and a 110% ceiling. The Parties agree to a regional risk corridor reconciliation settlement or recoupment which will be calculated annually, approximately 180 days following the end of each fiscal year, to reflect the activity within that fiscal year. Fee-for-service equivalent values are assigned to approved encounters using the lesser of the Provider's billed rate, or the rate published in the CareOregon fee schedule in effect on the date of service of the encounter. If a Provider's usual and customary billed rate is lower than CareOregon's fee-for service equivalent, then the Provider's usual and customary billed rate will be used to calculate the risk corridor.

   If the total fee-for-service equivalent for the fiscal year is less than 70% of total case rate payments (risk corridor floor), then CareOregon shall recoup from Provider the difference between total fee-for-service equivalent and the risk corridor floor. If the total fee-for-service equivalent for the fiscal year is greater than 110% of total case rate payments (risk corridor ceiling), then CareOregon shall pay to Provider the difference between total fee-for-service equivalent and the risk corridor ceiling. CareOregon will make reasonable efforts to pay or recoup within 45 days after the risk corridor reconciliation calculations have been finalized.

B. PAYMENT TERMS FOR MEDICATION MANAGEMENT SERVICES

1. Effective July 1, 2026, through December 31, 2026, CareOregon shall reimburse Provider as described in the CareOregon Authorization Rules and Fee Schedules. CareOregon and Provider agree that the CareOregon Authorization Rules and Fee Schedules shall be incorporated by reference into this Exhibit.

2. Case rates for submitted authorizations and encounters for Medication Management services by an approved licensure provider type will be paid zero dollars ($0.00) as encounter-only, meaning no case rate will be paid at the point of that encounter. Encounters will be paid the allowed amount in accordance with the CareOregon Authorization Rules and Fee Schedules.

3. Effective July 1, 2026, through December 31, 2026, CareOregon shall compensate Provider as follows for Members receiving Medication Management services described in this Exhibit. CareOregon shall compensate Provider based on the total not to exceed Capitation amount of **$334,807.83.**

4. By the 10th working day of each month from July 1, 2026, through December 31, 2026, CareOregon shall make a monthly payment to Provider in an amount equal to 1/6th of the total Capitation amount for services described in this Exhibit which shall be **$55,801.31** per month.

5. CareOregon may adjust payments and/or compensation due under this Exhibit in response to changes in CareOregon's own designated funding received from the Oregon Health Association (OHA). Such changes to reflect adjustments in funding shall be changed by a mutually executed amendment to this Agreement, effective immediately upon execution by both parties, and shall apply to any work subsequently performed by the Provider pursuant to this Exhibit. In addition, Provider shall not transfer funds from one service to another service under this Agreement without mutual consent by both parties in writing and an amendment that specifies the changes.

C. PAYMENT REPORTING AND MONITORING

1. Both parties agree to complete a final reconciliation to compare the total fee-for-service equivalent value as described in the CareOregon Authorization Rules and Fee Schedule on claims submitted by Provider for Medication Management services under this Exhibit and the total payments paid to Provider under this cost reimbursement model no later than March 31, 2027, to allow approximately a 3-month claims run out and review. If the total Fee-For-Service Equivalent exceeds the total capitation amount paid, CareOregon will pay the difference to Provider no later than June 30, 2027, both parties agree to review and mutually agree upon an adjustment if needed to the monthly payment amount and effective date of the payment adjustment. A written amendment shall be signed and executed by both parties.

2. Payment to Provider for services is contingent upon Provider meeting CareOregon's authorization requirements, including as applicable, CareOregon's Authorization Rules.

3. Encounter claims submission for all services provided under this Exhibit is 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. 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 the 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.

D. DEFAULT REIMBURSEMENT OHP PLANS

For Covered Services that meet CareOregon's prior authorization requirements that are neither covered under this Exhibit nor indicated otherwise in a legal agreement with CareOregon, CareOregon will reimburse Provider for services at 100% of applicable DMAP/OHP Fee Schedule in effect on dates of services. For Covered Services that have no DMAP/OHP Fee Schedule value in effect on dates of service, CareOregon will apply the CareOregon payment policy in effect on dates of service. CareOregon will not reimburse for services that are neither Covered Services nor specified in a legal agreement with CareOregon.

E. 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.

F. CONFIDENTIALITY

This Exhibit and documents referenced in this Exhibit contain 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. Each Party is solely responsible for objecting to any public records or disclosure request at its own expense and discretion.

Notwithstanding anything to the contrary, Provider's obligations under this Agreement are expressly subject to the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 et. seq., and any other applicable state or federal law. While Provider will make good faith efforts to perform under this Agreement, Provider's disclosure of confidential information, in whole or in part, will not be a breach of the Agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes.

If Provider is subject to such a disclosure order or receives from a third party any public records request for the disclosure of confidential information, Provider shall notify CareOregon within a reasonable period of time of the request. CareOregon is exclusively responsible for defending CareOregon's position concerning the confidentiality of the requested information. Provider is not required to assist CareOregon in opposing disclosure of confidential information, nor is Provider required to provide a legal opinion as to whether the confidential information is protected under ORS Chapter 192, et. seq., or other applicable state or federal law.,

G. TERM AND TERMINATION

This Exhibit shall be applicable for the time period July 1, 2026, through December 31, 2026. This Exhibit is renewable upon termination at the discretion of CareOregon. Either Party may terminate this Exhibit with written 30-day notice. Notwithstanding any other provision above, CareOregon may, in its discretion, immediately terminate this Agreement upon written notice to Provider if CareOregon is not fully paid for or is no longer eligible for payment in full for services provided by Provider.

H. 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.