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Clackamas County
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March 19, 2026

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Revenue Contract with CareOregon for opioid use disorder medication in the Primary Care Incentive Program. Contract Value is \$190,000 for 1 year. Funding is through CareOregon. No County General Funds are involved.

Previous Board Action/Review	<ul style="list-style-type: none"> • 2022-2023 Agreement July 14, 2022, Agenda Item E.2 • 2023-2025 Agreement November 8, 2023, Agenda Item II.E.4 		
Performance Clackamas	Healthy People		
Counsel Review	Yes - Amanda Keller	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 a revenue agreement with CareOregon, Inc. The purpose of this agreement is to provide funding for the Medication for Opioid Use Disorder in Primary Care incentive program. CareOregon provides financial support for non-billable and underfunded services in primary care. These services are essential components of a multidisciplinary care model supporting CareOregon members diagnosed with an opioid use disorder. Their maximum compensation offered under this agreement is \$190,000. The amount of revenue to be received is determined based on the number of qualified members assigned to the Health Centers Division reported per quarter.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve agreement (12429) with CareOregon, Inc. and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing & Human Services

For Filing Use Only

CareOregon, Inc.
Healthcare Services Contract
Medication for Opioid Use Disorder in Primary Care

This Healthcare Services Contract (“Agreement”) is entered into between CareOregon, Inc. (“CareOregon”) and Clackamas Health Centers (“Provider”) for the period of January 1, 2026, through December 31, 2026, and sets forth the understandings and commitments concerning funding and administration of the Medication for Opioid Use Disorder in Primary Care program (“Program”). For purposes of this Agreement, CareOregon and Provider may each be referred to individually as a “Party” and collectively as the “Parties”.

Program: Medication for Opioid Use Disorder in Primary Care
Provider Contact: Andrew Suchocki
E-mail: asuchocki@clackamas.us

CareOregon Agreement Number: 17161
LAN: 2B
CareOregon Business Owner: Stacie Andoniadis
E-mail: andoniadiss@careoregon.org

I. Recitals

- A. Health Share of Oregon (“CCO”) is contracted with the Oregon Health Authority (“OHA”) to operate as a Coordinated Care Organization under a series of Contracts, including but not limited to, Medicaid and Non-Medicaid Contracts, herein intentionally referred to in the singular as the “CCO Contract.”
- B. This Agreement is distinct and separate from the Provider’s Provider 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.
- C. Both entities acknowledge this project, and its funding is separate from any of CareOregon’s other funding projects.

II. Program Description and Objectives:

The primary purposes and objectives of this Program are as follows:
The Medication for Opioid Use Disorder (“MOUD”) in primary care supports non billable and underfunded services that are essential for CareOregon members diagnosed with an opioid use disorder (“OUD”). The purpose of this investment is to establish ongoing evidence-based practices to improve care outcomes and health quality for CareOregon members.

The intent of the terms of this Agreement is to establish funding for evidence-based practices to improve care outcomes and health quality of CareOregon members diagnosed with OUD. Both Parties agree to work in good faith to determine the best method to sustainably support these services on an ongoing basis.

Qualified Members: To include a particular member in the calculation of the payment amount based on the quarterly case rate payment under this Agreement, Provider shall confirm and verify said member is a Qualified Member. A Qualified Member shall be defined as:

- Having a diagnosable OUD.
- Having active CareOregon Primary OHP physical health coverage as of the last day of each month in the respective reporting period.
- Be prescribed medication for their OUD by prescriber from their assigned primary care clinic during the reporting period.
- Will have received a service by the primary care team as of the last day of each month in the reporting period.

III. **Obligations:**

Provider agrees to perform the work needed towards meeting the Program objectives during the period of this Agreement, as further stipulated below.

A. Maintain evidence-based practices for the treatment of opioid use disorder in primary care settings to improve care outcomes and health quality for CareOregon members diagnosed with an Opioid Use Disorder.

B. Use program funding to support non billable and underfunded services that are essential to the delivery of MOUD, including but not limited to care coordination, patient engagement, care team training, and workflow development.

C. Ensure supported services and activities are aligned with evidence based clinical standards and responsive to the individual needs of Qualified Members receiving MOUD services.

D. Sustain clinical operational workflows, staffing models, and care processes that support the ongoing delivery of MOUD in primary care and promote long term program sustainability.

E. Participate in ad hoc collaborative quality improvement activities, including review of data, identification of barriers, and implementation of improvement strategies intended to enhance care outcomes and health quality for Qualified Members diagnosed with an OUD.

F. Quarterly and biannual reports: To qualify for payment, Provider agrees to prepare and submit quarterly invoices and a biannual narrative report to CareOregon for Qualified Members as set forth below and further defined in Exhibit A of this Agreement.

G. Patient roster.

i. Provider will submit a primary care Medication Assisted Treatment (“MAT”) patient roster of Qualified Members on a quarterly basis for informational purposes, this patient roster will include the following elements:

- Member name
- Member Medicaid Identification Numbers (ID #)
- Date of entry into care model
- MOUD received (Y/N)

ii. **Biannual narrative report:** Provider must respond to narrative questions describing progress, success, and barriers within the model of care, utilizing the template provided in Exhibit C, Value Based Payment Narrative Report. Provider may work with CareOregon to present during community of practice in lieu of narrative report as invited to.

iii. Provider must submit the quarterly invoices and biannual narrative report via the collection platform, **Sharefile** along with email to andoniadiss@careoregon.org and Paymentmodel@careoregon.org based on the below schedule and include required information as outlined in Exhibit B or the quarterly case rate may be ineligible for payment:

- Invoice and roster for January, February, March 2026 due April 30, 2026.
- Invoice and roster for April, May, June 2026 due July 31, 2026.
- Invoice and roster for July, August, September 2026 due October 31, 2026.
- Invoice and roster for October, November, December 2026 due January 31, 2027.

Submit biannual narrative to the following schedule:

- July 31, 2026, for the reporting period of January, February, March, April, May and June 2026.
- January 31, 2027 for the reporting period of July, August, September, October, November, and December 2026.

H. CareOregon shall be entitled to audit Provider with respect to Provider's performance of its duties and obligations hereunder and with respect to compliance issues, including their compliance programs, and require them to address compliance issues through education, counseling or corrective action plans. Provider shall cooperate with CareOregon with respect to any such audit, including by providing CareOregon with Records and site access within such time frames as requested by CareOregon.

I. Provider agrees to maintain two MOUD prescribers at each practice location with the ability to assess members and prescribe MOUD within forty eight (48) hours of assessment. Provider agrees to inform CareOregon immediately if unable to maintain this requirement.

J. Provider agrees to commit at least one (1) member of the primary care integrated team to participate in a required community of practice collaborative to share progress and best practices. Community of practice collaborative will take place on a recurring basis no more than twice a year.

K. In addition to the quarterly invoices and the biannual narrative report and at the

reasonable request of CareOregon, Provider shall submit other reports and shall make its personnel available to discuss expenditures, records, the progress of Program, or other topics related to this Agreement. Furthermore, upon providing reasonable notice to Provider, CareOregon shall be entitled to audit Provider's performance of its duties and obligations hereunder to establish, among other things, meaningful progress made to fulfill the purpose of this Agreement, that Provider's performance is in compliance with the terms and conditions of this Agreement, including Providers compliance programs, along with any other related data elements reasonably requested. Upon identification by CareOregon of issues with Provider's performance, including indications that quality, access, or expenditure management goals are being compromised, that member rights or health are being affected, or any other notable deficiencies or material breach(s) of this Agreement, Provider shall be required to address such issues through education, counseling, or a corrective active plan to remediate the identified issue(s) and establish care improvements. Provider shall cooperate with CareOregon with respect to any such audit and corrective action required, including by providing CareOregon with Records and site access within such reasonable time frames as requested by CareOregon.

L. Provider will be required to utilize PointClickCare (formerly Collective Medical) as their Health Information Exchange ("HIE") tool. Utilization will be defined as the following:

- Upload – Substance Use Disorder ("SUD") eligibility cohort weekly.
- Clinical team reviews cohort weekly and outreaches to population appropriately.
- Documentation of care plan.
- Relevant population identified I PointClickCare for effective tracking and management.

M. If the required reporting is not submitted by the report due date(s), this will be considered a material breach, and CareOregon may in its sole discretion, declare contingent payments as void. Notice of breach will be given to Provider, and Provider shall have thirty (30) days to rectify the breach to CareOregon's satisfaction.

N. Use the funding provided for this Program solely on needs and activities pertaining to this Agreement.

O. Provider agrees they are responsible for promptly notifying CareOregon of any significant obstacles or delays in meeting any obligations contemplated by this Agreement.

P. Both Parties agree that this funding is for the period specified above only and does not imply or guarantee ongoing funding.

IV. Definitions:

A. The term “Principal(s)” shall mean any officer, director, owner, partner, agent, employee, subcontractor, contractor, person with management or supervisory responsibilities, or other representative of the respective Party.

B. The term “Case Rate” shall mean the fixed quarterly amount per Qualified Member, as set forth in Exhibit A attached hereto, which is payable to Provider for the provision of certain services provided in accordance with the terms of this Agreement, the Provider Agreement, and, if applicable, the member handbook.

C. The term “Qualified Member” shall mean a member eligible to receive services under this Program and as further defined in Section II above.

V. **Payment:**

- A. CareOregon will pay Provider the amount not to exceed **\$190,000.00** for the duration of the Agreement. Provider may not assess an overdue account charge in excess of eight percent (8%) per annum on outstanding balances in accordance with ORS 293.432. Provider shall not submit invoices for any amount in excess of the not to exceed compensation amount set forth above. CareOregon will not be obligated to pay any amount in excess of compensation amount set forth above. If this not to exceed compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before Provider performs work subject to the amendment.
- B. CareOregon will pay Provider a quarterly case rate based on the average aggregate number of Qualified Members included in the reporting period, as obtained by CareOregon by Providers. Quarterly Case Rate Payment Schedule is defined in Exhibit A.

VI. **Term and Termination.**

- A. **Term.** This Agreement is effective January 1, 2026, (“Effective Date”) and will terminate, December 31, 2026.
- B. **Termination.** The Parties may terminate this Agreement without cause with a 30-day notice to the other Party.
 - 1. CareOregon may immediately terminate this Agreement for cause with written notice to the other Party if:
 - i. An employee, agent, contractor, or representative of Provider performing the responsibilities contemplated hereunder has violated any applicable laws, rules, or regulations.
 - ii. An employee, agent, contractor, or representative of Provider has engaged in fraud, dishonesty, or personal conduct that may harm the business and/or reputation of either Party.
 - iii. Provider demonstrably lacks the ability or competence to perform the responsibilities under this Agreement; or
 - iv. Provider elects to make a material change to the Program such that the fundamental purposes of this Agreement are abandoned.

2. Upon termination under any circumstance, funding will cease immediately, any payments not yet made by CareOregon to Provider shall not be made, and any remaining balance of payment disbursed under this Agreement that has not been used for, or committed to, this Program shall be promptly returned to CareOregon.
3. 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.
4. 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.

VII. Representations and Warranties.

- A. **General Warranty.** Provider represents and warrants that Provider and its employees, agents, contractors, or representatives possess the knowledge, skill, experience necessary to execute all obligations contemplated for under this Agreement and will execute such obligations, including performance of any services required hereunder, in a timely manner and with the maximum reasonable degree of quality, care, and attention to detail.
- B. Provider expressly represents and warrants to CareOregon that Provider is eligible to participate in and receive payment pursuant to this Agreement. In so doing, Provider certifies by entering into this Agreement that neither it nor its employees, agents, contractors, or representatives are: (1) placed on the Tier Monitoring System by CareOregon's Peer Review Committee; or, (2) are presently declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency.
- C. Should it be determined that Provider was ineligible to receive funding from CareOregon pursuant to this Agreement for any reason, Provider expressly agrees to promptly repay all such funding disbursed to it under this Agreement and Any discontinued funding that has been withheld will not be disbursed.
- D. If Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues that may impact Provider's contractual relationship with CareOregon, CareOregon may discontinue all funding associated with this Agreement 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.

VIII. General Provisions:

- A. **Force Majeure.** 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 provided such Party gives notice to the other Party, as soon as reasonably practicable, specifying the nature and the expected duration thereof. Failure of a Party to give notice shall not prevent such Party from relying on this Section except to the extent that the other Party has been prejudiced thereby.
- B. **Amendments and Waivers.** No amendment, modification, discharge, or waiver of this Agreement 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, discharge, or waiver is sought. A waiver or discharge of any of the terms and conditions hereof shall not be construed as a waiver or discharge of any other terms and conditions hereof.
- C. **Confidentiality and Marketing.**
1. During the course of performance of this Agreement, Provider may be given access to information that relates to CareOregon's business activities, products, services, personally identifiable employee information, or protected health information ("PHI") of members. All such information shall be deemed "Confidential Information". Provider may use the Confidential Information only in connection with the specific duties authorized pursuant to this Agreement. Provider agrees to protect the confidentiality of all Confidential Information and specifically safeguard the health information of members as it applies to activities related to this program.
 2. **HIPAA and HITECH.** Both Parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
 3. Provider agrees to notify CareOregon of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.
 4. In addition to the above, both Parties agree that this Agreement and all negotiations and related documentation will remain confidential and that no press, news releases, or other publicity release or communication to the general public concerning the obligations contemplated herein will be issued without providing a written copy of the communication to the other Party and receiving the other Party's prior written approval, unless applicable law requires such disclosure. In addition, both Parties agree that they must obtain written permission prior to using the other Party's name, trade name, image, symbol, design, or trademark in any marketing, advertising, or promotional campaign in any medium or manner. Email approval by CareOregon or the Provider Contact will suffice as written approval.
 5. The requirements of this Section C., **Confidentiality and Marketing**, apply to any of Provider's employees, contractors, agents, or representatives and it is Provider's responsibility to assure compliance with all such requirements. In

addition, this Section shall survive the expiration or termination of this Agreement.

- D. **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, workers compensation insurance coverage in amounts standard to its industry and at minimum amounts equal to the Oregon Tort Claim limits, and any other required insurance coverage customary in the business in which the Provider and CareOregon are engaged. If the Oregon Tort Claims Act is applicable to either CareOregon or the Provider, this section is modified by its terms.
- E. **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 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.
- F. **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 that it and its employees are not excluded from Federal healthcare programs and is 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.

- G. **Relationship of the Parties.** CareOregon and Provider are independent entities who are contracting with each other solely for the purpose of effecting the provisions of this Agreement for services. No provision of this Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership, or any other business or corporate relationship between the Parties hereto other than that of independent contractors.
- H. **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.
- I. **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.
- J. **Notices.** A notice given under this Agreement shall be deemed effective upon the earlier of:
 - a. Receiving Party's acknowledgment of receipt of the notice;
 - b. Three calendar days after the emailing of the notice to the Provider or CareOregon contact listed in this Agreement;
 - c. Or two calendar weeks after the mailing of a true copy of the notice to the address specified in this Agreement.
- K. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Agreed to on behalf of Clackamas Health Centers

Agreed to on behalf of CareOregon, Inc.

Signature: _____

Signature: _____

Name: _____

Name: Teresa K. Learn

Title: _____

Title: Chief Financial Officer

Date: _____

Date: _____

EXHIBIT A

Quarterly Case Rate Payment Schedule

CareOregon will pay Provider a quarterly case rate based on the quarterly aggregate average of assigned CareOregon Qualified Members that meet all inclusion requirements to qualify for payment under this Agreement. The parties have agreed upon the quarterly case rate set forth below.

Eligible Benefit Plan	Inclusion Requirements (Members must meet all inclusion requirements to qualify for payment)	Case Rate Paid Quarterly
CareOregon Primary Oregon Health Plan	<ul style="list-style-type: none"> • Have a diagnosable Opioid Use Disorder • Have active CareOregon Primary Oregon Health Plan physical health coverage as of the last day of each month in the reporting period. • Be prescribed Medication for Opioid Use Disorder (MOUD) by a prescriber from their assigned primary care clinic during the reporting period. • Receive a service by the integrated primary care team as of the last day of each month in the reporting period. 	\$225.00

The number of Qualified Members per quarter should be submitted by Provider.

Quarterly memberships will be rounded to the nearest whole member number for payment purposes. Case rate is for 3 months of service. Total invoice amount should be 3-month average member (rounded to full person) x case rate for quarterly payment.

SAMPLE QUARTERLY CASE RATE PAYMENT:

Participating Clinic	Members qualifying for payment:			3-month Average	Case Rate	Quarterly payment
	Month 1	Month 2	Month 3			
Clinic ABC	10	12	14	12 x	\$ 225.00	=\$ 2,700.00
Clinic XYZ	9	7	5	7	\$ 225.00	\$ 1,575.00
Total Quarterly Payment:						\$ 4,275.00

Exhibit B

Contact Information for Notices and Report Submissions

- a. Both Parties agree that the individual(s) named below shall serve as contact person(s) for purposes of carrying out this Agreement. Such contact person(s) shall be authorized to act on behalf of their respective Parties as to matters pertaining to this Agreement.
- b. Effective upon execution of this Agreement, the initial contact person(s) shall be those set forth below. Each Party shall notify the other, in writing, as to the name, address, and telephone number of any replacement for such designated contact person.

Provider Contact: _____
E-mail: _____

CareOregon Contact: Stacie Andoniadis
E-mail: andoniadiss@careoregon.org
CC: paymentmodel@careoregon.org

EXHIBIT C

Value Based Payment Narrative Report

Submit quarterly invoices and biannual narrative reporting based on reporting timeline and specifications in contract **via the collection platform, Sharefile along with confirming via email to paymentmodel@careoregon.org and richmans@careoregon.org with subject line VBP Narrative Report: Org, date.**

Organization	Clackamas Health Centers
Time Period of Report	
Progress Report	<i>dates</i>
Submitted by	

Provide narrative describing progress, success, and barriers within the model of care in the following categories

- **Substance Use Disorder (“SUD”) Initiation and Engagement (“IET”), PointClickCare Cohort**
- **Care team touches (patient engagement)**
- **Overdose prevention and harm reduction services access**

- 1. Describe the MOUD related activities supported during the reporting period and how have they supported improved access to MOUD services for CareOregon members?**
- 2. What workflows or care processes were developed, refined, or sustained to support MOUD delivery in primary care?**
- 3. What evidence-based practices for OUD treatment are currently implemented or expanded as part of this funding?**
- 4. What tools, resources, or partnerships have been critical to implementing MOUD services effectively?**
- 5. What steps are being taken to sustain MOUD services beyond the current funding period?**
- 6. How does this program support integration of MOUD into routine primary care operations?**

- 7. What operational or financial challenges exist in sustaining non billable or underfunded services?**
- 8. How are challenges addressed or what support is needed to address them?**
- 9. How is available data being used to inform care delivery, workflow improvements, or quality improvement efforts?**
- 10. What technical assistance or partnership support would be most helpful from CareOregon?**