

**Columbia Pacific Coordinated Care Organization  
Healthcare Services Contract  
Traditional Health Worker Primary Care Expansion**

This Healthcare Services Contract (“Agreement”) is entered into between Columbia Pacific Coordinated Care Organization (“CPCCO”), CareOregon, Inc. (“CareOregon”), and Tillamook County Community Health Centers (“Provider”) for the period of September 1, 2023 through August 31, 2024, and sets forth the understandings and commitments concerning funding and administration of the Traditional Health Worker Primary Care Expansion (“Program”). For purposes of this Agreement, CPCCO and Provider may each be referred to individually as a “Party” and collectively as the “Parties”.

Program: Traditional Health Worker  
Primary Care Expansion  
Provider Contact: Marlene Putman  
E-mail: [mputman@co.tillamook.or.us](mailto:mputman@co.tillamook.or.us)

CPCCO Agreement Number: MBR 207  
CPCCO Project Number: CPC 105  
LAN: 2B  
CPCCO Contact: Susan Palmer  
E-mail: [palmers@careoregon.org](mailto:palmers@careoregon.org)

**I. Recitals**

- A. Columbia Pacific CCO, LLC (“CPCCO”) is a Limited Liability Corporation contracted with the Oregon Health Authority (“OHA”) via a Health Plan Services, Coordinated Care Organization Contract and Cover All Kids Health Plan Services Contract (intentionally referred to in the singular as the “CCO Contract”) to operate as a Coordinated Care Organization for the Oregon Health Plan (“OHP”).
- 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:**

The purpose of the Traditional Health Worker (“THW”) Primary Care Expansion Program is to build capacity within primary care settings by supporting the integration of THW services.

The intended population to be served are CPCCO members in need of advocacy and/or navigation of their physical, behavioral, and/or social health needs.

**III. Program Objectives:**

- A. Expand access to THW services within the primary care setting.
- B. Establish organizational infrastructure to support THW integration in primary care, including policies, procedures, workflows, staffing, and supervision structures.
- C. Increase the number of referrals from primary care to social health resources via Connect Oregon Community Information Exchange.
- D. In collaboration with CPCCO, develop a sustainability model to support long-term THW integration within the primary care setting.

#### **IV. Obligations:**

##### **A. Provider agrees to:**

1. Perform the work needed towards meeting the Program Objectives during the period of this Agreement, as further stipulated below.
  2. Submit via email to CPCCO representative Susan Palmer at [palmers@careoregon.org](mailto:palmers@careoregon.org) and [Altpayment@careoregon.org](mailto:Altpayment@careoregon.org) three (3) narrative report(s) by the date(s) listed describing the following items in the format presented in Exhibit A:
  3. Use the funding provided for this Program solely on needs and activities pertaining to this Agreement.
  4. Meet with CPCCO personnel at a mutually agreed upon time should CPCCO request a check-in with Provider to review Program progress.
  5. Provider agrees they are responsible for promptly notifying CareOregon of any significant obstacles or delays in meeting any obligations contemplated by this Agreement.
- B. Success of the project will be determined by CPCCO's evaluation and approval of the final report content as validation that satisfactory progress towards meeting the project goals have been attained. If it is determined that satisfactory progress has not been made, CPCCO and Provider will work together to develop a plan to ensure that the funding under this agreement is used to improve the health of CPCCO members.
- C. Both parties agree that this funding is for the period specified above only and does not imply or guarantee ongoing funding.

#### **V. Payment:**

- A. CPCCO will pay Provider the amount not to exceed **\$200,000.00** for the duration of the agreement.
1. CPCCO will pay Provider \$100,000.00 upon Agreement execution. Payment will be made to Provider within 30 days upon signature by both parties and execution of this Agreement.

2. CPCCO will pay Provider \$100,000.00 contingent upon timely receipt and approval by CPCCO of the first report due January 15, 2024.

## **VI. Term and Termination.**

- A. **Term.** This Agreement is September 1, 2023 (“Effective Date”) and will terminate, August 31, 2024.
- B. **Termination.** The Parties may terminate this Agreement without cause with a 30-day notice by mutual written agreement 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

## **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 CPCCO 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 CPCCO 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 CPCCO, CPCCO 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 CPCCO'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 CPCCO 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 CPCCO 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 CPCCO 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 CPCCO 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.** CPCCO 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 only upon the other Party's receipt of it.
- 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 Tillamook County  
Community Health Centers:**

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

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

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

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

**Agreed to on behalf of Columbia Pacific  
Coordinated Care Organization:**

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

Name: Mimi Haley

Title: Chief Executive Officer

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

**Agreed to on behalf of CareOregon, Inc.:**

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

Name: Teresa K. Learn

Title: Chief Financial Officer

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

<p>Provider Payment and Notice Address:</p> <p>Attention: _____</p> <p>Pay To: _____</p> <p>Remit Address: _____</p> <p>_____</p> <p>City, ST, Zip: _____</p> <p>TIN: _____</p>	<p>CareOregon Payment and Notice Address:</p> <p>Attention: Chief Executive Officer</p> <p>CareOregon, Inc.</p> <p>315 S.W. Fifth Avenue</p> <p>Portland, OR 97204</p>
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Exhibit A

Program Reporting/Template

# Tillamook County Community Health Centers Quarterly Report

Please submit this report to [AltPayment@careoregon.org](mailto:AltPayment@careoregon.org) and [palmers@careoregon.org](mailto:palmers@careoregon.org), please reach out with any questions.

**Reporting periods and deadlines:**

Due Date	Reporting period	Reporting Components	Payment Contingency
Jan. 15, 2024	9/1/23-12/31/23	THW Encounter Data Narrative Report Social Needs Screening Practices update	\$100,000.00
May 15, 2024	1/1/24 – 4/31/24	THW Encounter Data Narrative Report Social Needs Screening Practices update	No payment associated with reporting
Sept. 15, 2024	5/1/24 – 7/30/24	THW Encounter Data Narrative Report Social Needs Screening Practices update	No payment associated with reporting

## Organization Information

**Organization**

**name:** Tillamook County Community Health Centers

**Report submitted by:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Date submitted:** \_\_\_\_\_

## Report questions

- 1. Tell us about your organizational infrastructure development including policies, procedures, workflows, staffing, and supervision structures that have been implemented related to the THW.**



**2. Describe how your THWs have been integrated into your clinical teams and how they are being utilized. Tell how the implementation of the new role is going.**

**3. Please describe observed gaps in local services:**

- **Housing insecurity**
- **Food insecurity**
- **Transportation**
- **Needs related to climate change/extreme weather**
- **Other – please describe**

**4. We would like to learn about what has been going well. What were your top successes and/or positive stories that you would like to share?**

**5. Is there anything else you would like to share with us about your program not addressed in the questions above?**

**6. Please attach an internal report that includes the below.**

**A. Screening and Referral to THW Data**

- i. CPCCO Member ID
- ii. CPCCO Member Name
- iii. CPCCO Member Date of Birth
- iv. Date of referral to THW
- v. If provider conducted Social Determinants of Health (“SDoH”) screening(s):
  1. Date of Screening(s)
  2. Screening tool(s) used
  3. Result of screening(s)
  4. If screening result was positive, was a referral for assistance made via Connect Oregon?
- vi. Reason for referral to THW if different from SDoH screening result