

September 29, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with CareOregon for the
Primary Care Incentive Payment Model (PCPM) Incentive Program

Purpose/Outcomes	Provides Clackamas County Health Centers Division (CCHCD) an incentive bonus for reporting on select Coordinated Care Organization (CCO) measures and Medicare metrics.
Dollar Amount and Fiscal Impact	Based on number of clients reported and by what percentage the measure was increased during reporting period. This is a no maximum agreement. No County General Funds are involved. No matching funds required.
Funding Source	Primary Care Clinics
Duration	Effective October 1, 2016 and terminates on September 30, 2017
Previous Board Action	The Board previously approved agreements on January 23, 2014 – Agenda item 012314-A3, November 26, 2014 Agenda item 112614-A1, and January 28, 2016 Agenda item 012816-A1
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	7951

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with CareOregon for the Primary Care Incentive Payment Model (PCPM) Incentive Program.

CareOregon offers an incentive bonus to organizations that have been qualified as a Patient Centered Primary Care Home and who have a Primary Care Services Agreement with CareOregon. There is no way to determine the amount of revenue to be received as this is determined based on the number of members assigned to CCHCD and the amount of measured improvement reported per quarter. Due to these factors we are processing this as a No Maximum Agreement. This contract has been reviewed by County Counsel on September 19, 2016.

This contract is effective October 1, 2016 and continues through September 30, 2017.

RECOMMENDATION:

Staff recommends the Board approval of this contract and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

CareOregon, Inc.

Letter of Agreement

Primary Care Payment Model – Track 1

CareOregon, Inc (CareOregon) and Clackamas County acting by and through its Health, Housing and Human Services Department, Health Center Division (Provider) hereby agree to the following terms and conditions:

I. Recitals:

- A. CareOregon and Provider are independent companies.
- B. This Letter of Agreement is distinct and separate from the 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. This Letter of Agreement shall be applicable only so long as Provider is recognized by the State of Oregon as a Patient Centered Primary Care Home (PCPCH) and re-applied, if required, by State of Oregon.
- D. If the State of Oregon or the contracted Coordinated Care Organization changes the requirements for PCPCH Supplemental Payment, this Letter of Agreement will be re-evaluated.
- E. Both entities acknowledge that this is a pilot program that will be reviewed periodically.
- F. This Letter of Agreement shall be applicable for the time period between October 1, 2016 and September 30, 2017.
- G. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

II. Patient and Population Centered Primary Care Clinic Quality Incentive Payments:

- A. For the time period between October 1, 2016 and September 30, 2017, Provider shall be eligible for a quality incentive payment based on the quality outcomes measures as defined in Exhibit A, CareOregon Patient and Population Centered Primary Care Payment Model - Track 1.
- B. Provider is eligible for a risk adjusted per member per month (PMPM) depending on level of achievement in the payment model of:

Payment Model Level	Gladstone	Beavercreek Sandy Sunnyside
Level 1	\$3.00	\$3.25
Level 2	\$5.00	\$6.50
Level 3	\$8.00	\$9.50

C. Participating Providers in this Agreement:

- 1. Beavercreek Clinic
- 2. Gladstone Community Clinic
- 3. Sandy Health and Wellness Clinic
- 4. Sunnyside Health and Wellness Clinic

III. Payment:

- A. CareOregon will pay Provider a PMPM beginning the month of October 2016.

IV. Terms:

- A. Payment will be made monthly based on the members assigned to the Provider as of the fifth (5th) of the month.
- B. Payment level is based on prior six (6) months performance and will be increased or decreased based on level of achievement in the payment model. Level placement will be re-evaluated every six (6) months.
- C. All new participating providers will begin the first six (6) months at Payment Level 1.
- D. Measurement data is due April 30, 2017, for October to March and October 31, 2017 for April to September.
- E. Quality measurement data reports are required to be submitted at agreed upon deadlines. Quality payment is contingent on quality data being submitted by deadline.
- F. If quality data is not submitted by the due date, Provider will *not* be eligible for PMPM for the remainder of the Letter of Agreement.
- G. Payment is determined by CareOregon's Patient and Population Centered Primary Care Home Payment Model, as defined in Exhibit A.
- H. Payment levels will increase or decrease based on data submission.
- I. Payment level will increase or decrease:
 - a. December 2016 for 2015-2016 participating clinics based on data for April 2016 to September 2016 submitted by October 31, 2016.
 - b. June 2017 for October 2016 to March 2017 data submitted by April 30, 2017
 - c. December 2017 for April 2017 through September 2017 data submitted on October 31, 2017, if Provider is still participating.
 - d. CareOregon will not pay Provider a retro-active PMPM adjustment.
- J. Risk Adjustments are based on July 2016 calculation by CareOregon.
- K. Provider agrees that payments received will be used to support the participating practice site.
- L. This Letter of Agreement is renewable on an annual basis at the discretion of CareOregon.
- M. Either party may terminate this Letter of Agreement with 30 days written notice.

V. General Provisions:

- A. Should Provider's participation in the CareOregon Provider Agreement terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the time period outlined above.
- B. This Letter of Agreement contains confidential and proprietary information and is 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.
- C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Letter of Agreement. Email approval by CareOregon or Provider will suffice as written approval.
- D. All copyright interests in materials produced as a result of fund support are owned by the Provider. The Provider grants to CareOregon nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and license others to use, in print or electronic forms, including electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this grant.

- E. Provider agrees to uphold all confidentiality provisions of the Letter of Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.
- F. Provider is not eligible to participate in this Letter of Agreement if Provider is being monitored by CareOregon's Peer Review Committee.

**Agreed to on behalf of Clackamas
County:**

Signature

Name: _____

Title: _____

Date: _____

Agreed to on behalf of CareOregon, Inc.:

Signature

Name: Scott Clement

Title: Chief Network Officer

Date: _____

Attachment A

CareOregon 2016 – 2017



Patient and Population Centered Primary Care Home Payment Model – TRACK 1



Providers will be paid at the following levels and payment will be ***risk adjusted*** by clinic:

- Level 1: \$3.00 PMPM
- Level 2: \$6.00 PMPM
- Level 3: \$9.00 PMPM

Components of the model:

1. **Report and Improve Clinical and Operational Performance.** Clinics will select 5 measures from the menu to report on **every month from their data, for their entire population**, for the year. **At least three measures must be CCO incentive metrics.** Measures should be chosen to reflect the needs of the population served and current organizational priorities. Clinics who improve 3 percentage points within 6 months on at least 1 measure will be moved up to Level 2 and clinics who improve on at least 3 measures will be moved up to Level 3. *Note: At launch, all new participating clinics will be Level 1 and will have the opportunity to qualify for a higher level after the first data submission. Metrics will be re-evaluated every 6 months and payment levels will increase or decrease levels based on current performance.*
2. **Simple Budget Reporting.** Report on allocation of PMPM dollars to support improvement work at practice site.

Measure Menu

In order to support the ongoing work of the Coordinated Care Organization (CCO) and Medicare, at least 3 measures must be selected from the Priority Measures (listed in orange) that apply to the clinic's patient population and 2 measures may be selected from the Other Clinical & Operational measures. If your clinic's Primary Engagement is below 60%, you are required to select Primary Care Engagement as 1 of your 2 measures.

There is an opportunity to select one of the 5 measures that is outside the list of measures below for practices that have a compelling reason to include them based on patient population and clinic priorities. Practices will be asked to submit documentation on the requested measure, evidence for selected the measure, and specifications that will be used.

Monthly reporting period on selected measures will start October 2016.

2015/2016 PCPM TRACK 1 - CLINICAL QUALITY MEASURE SET			
	Measure	Specifications	Selected
Priority Measures – Select at least 3	Adolescent Well Care Visits	CCO Incentive	✓
	Alcohol & Drug Misuse (SBIRT 18+ & CRAFFT 12+)	CCO Incentive	
	Breast Cancer Screening	NQF 2372 CMS125v5	
	Childhood Immunization Status (Combo 2)	CCO, NQF 0038 CMS 117v5	
	Cigarette Smoking Prevalence (start at 13)	NQF 2020	
	Controlling Blood Pressure	CCO, NQF 0018 CMS165v4	
	Colorectal Cancer Screening	CCO, NQF 0034 CMS130v4	
	Developmental Screening	CCO, NQF 1448	✓
	Diabetes: Blood Pressure Management (% BP < 140/90)	NQF 0061 CMS122v4	
	Diabetes: Eye Exam	NQF 0055 CMS131v4	
	Diabetes: Hemoglobin A1c Poor Control (% A1c > 9.0%)	CCO, NQF 0059 CMS122v4	✓
	Diabetes: LDL Management and Control (% LDL < 100)	NQF 0064 CMS 163v4	
	Diabetes: Nephropathy Testing (Urine)	NQF 0062 CMS 134v5	
	Effective Contraception Use	CCO Incentive	
	Eligible population with a Flu Shot	NQF 0041 CMS147v5	
	Medication Review among patients 66+	NQF 0553	
Prenatal Care in First Trimester (Prenatal Only)	CCO, NQF1517		
Screening for Depression and Follow up Plan	CCO, NQF 0418 CMS 2v6		
Other Clinical & Operational – Select 2	Primary Care Engagement Members Seen / Member Assigned in past 12 months <i>Will be automatically selected if Primary Care Engagement is below 60%</i>	Use CareOregon dashboard data	✓
	Build your own measure: Specifications must be submitted with application and requires approval.	Must fill out section 6	
	Advanced care planning among patients 65+	NQF 0326	
	Cervical Cancer screening	NQF 0032 CMS124v5	
	Immunization for Adolescents (Combo 1)	CCO, NQF1407	
	Telephone call abandonment rate: Specifications must be submitted with application and requires approval.	Must fill out section 6	
	Use of Appropriate Asthma Meds	CMS126v5	
	Weight Assessment & Counseling for Nutrition & Physical Activity for Children/Adolescents	NQF 0024 CMS155v5	
	Well-Child visits in the First 15 months of life (5+)	NQF 1392	
	% patients with ED visits receiving a follow up call		✓

EXHIBIT A

Oregon State Tax Law Provision

CareOregon, Inc. agrees to follow the below stated Oregon Revised Statute regarding tax laws of the State of Oregon:

“CareOregon, Inc hereby represents and warrants that it has complied with all applicable tax laws of any political subdivision of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316-318, inclusive. Further, CareOregon, Inc hereby covenants and agrees that CareOregon, Inc shall comply with all tax laws of the State of Oregon or a political subdivision of the State during the term of this Agreement. Should CareOregon, Inc fail to comply with this covenant, it shall be considered a material breach of the contract and Clackamas County shall be entitled, but not required to (i) terminate the Agreement by reason of CareOregon, Inc default hereunder, and (ii) seek any and all remedies in law or equity for such breach and/or termination. This remedy is in addition to, and not in replacement of, any other remedies provided for in this Agreement.”