

November 3, 2022

Board of County Commissioners
Clackamas County

Approval of a revenue agreement with CareOregon, Inc. for the Dental Program Meaningful Language Access Payment Incentive Program. Total estimated value is \$85,000.00. Funding is through CareOregon, Inc.
No County General Funds are involved.

Purpose/Outcomes	This agreement aims to increase the rate of interpreted visits for CareOregon members with limited English proficiency or deaf and hard of hearing CareOregon members while also improving the overall quality of dental health.
Dollar Amount and Fiscal Impact	CareOregon will pay Clackamas Health Centers an estimated \$85,000.00 over this agreement.
Funding Source	No County funds. This is a revenue agreement with CareOregon, Inc.
Duration	October 1, 2022 – December 31, 2023
Previous Board Action	Issues November 1, 2022
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy, and secure communities by increasing the number and rate of interpretation for dental visits requiring interpretive services.
Counsel Review	1. October 12, 2022 2. KR
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide a brief explanation: the item is a revenue agreement.
Contact Person	Sarah Jacobson, Health Center Interim Director – 503-201-1890
Contract No.	10878

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a revenue agreement with CareOregon, Inc. dental program meaningful access payment incentive program.

This agreement is to increase the rate of interpreted visits for CareOregon members while improving the overall quality of dental health. The goal of this program is to increase the number and rate of interpretation for visits requiring interpretive services – including teledentistry visits.

For the program year 2022, CareOregon will pay CCHCD \$3.00 per CareOregon member assigned to the clinic on December 15, 2022. For the program year 2023, CareOregon will pay CCHCD a per member per month (“PMPM”) rate up to \$0.50 PMPM.

The estimated dollar value of this agreement is \$85,000.00. This agreement is effective October 1, 2022, and will terminate on December 31, 2023. This agreement is retroactive due to receiving late from CareOregon, Inc.

Healthy Families. Strong Communities.

RECOMMENDATION:

Staff recommends approval of this contract and authorizes the Chair to sign on behalf of the County.

Respectfully submitted,

Denise Swanson

Rodney A. Cook, Director
Health, Housing & Human Services Department

**CareOregon
Letter of Agreement**

This Letter of Agreement (“Agreement”) is between CareOregon, Inc. (“CareOregon”) and Clackamas County, by and through its Health Centers Division (“Provider”) for the period of October 1, 2022, to December 31, 2023, unless otherwise terminated as stipulated herein, and sets forth the understandings and commitments concerning funding and administration of the Dental Program Meaningful Language Access Payment Incentive Program (“Program”). For purposes of this Agreement, CareOregon and Provider may each be referred to individually as a “Party” and collectively as the “Parties”.

Project: 2022-23 Dental Program Meaningful
Language Access
Provider Contact: Selyn Edwards & Malia Band
E-mail: sedwards@clackamas.us
mband@clackamas.us

CareOregon Agreement Number: COD110
CareOregon Contact: Alyssa Franzen
Phone: 503-416-4908
E-mail: franzena@careoregon.org

[CC: paymentmodel@careoregon.org](mailto:paymentmodel@careoregon.org)

I. Recitals:

- A. CareOregon is an entity sub-contracted with Health Share of Oregon (HSO), a certified Coordinated Care Organization (CCO) that has entered a Health Plan Services, CCO Contract and Healthier Oregon Program Contract (intentionally referred to in the singular as the “CCO Contract”), with the state of Oregon, acting by and through the Oregon Health Authority (“OHA”).
- B. As a subcontractor of HSO, CareOregon provides health plan functions for HSO, as contracted for in the CCO Contract, whereby CareOregon serves HSO Members enrolled in the Oregon Health Plan (“OHP”).
- C. CareOregon is an entity sub-contracted with CareOregon Advantage (COA), a Medicare Advantage plan contracted with the Centers for Medicare and Medicaid Services (CMS).
- D. Provider is contracted with CareOregon under a distinct and separate Provider Services Agreement, whereby Provider provides certain dental health services to eligible Members enrolled in OHP. As stipulated in the Provider Services Agreement, Provider is subject to all the laws, rules, regulations, and contractual obligations that apply to OHP.
- E. The Parties desire to contract with one another such that CareOregon provides financial support and incentives to Provider for meeting certain utilization and quality metrics as further described herein, all pursuant to the terms and conditions of this Agreement. Both Parties acknowledge funding provided pursuant to this Agreement is separate from any of CareOregon’s other funding.

II. Program Description:

CareOregon's 2022/2023 Dental Program Meaningful Language Access Payment Incentive Program ("Program") is an alternative payment model designed to provide financial incentives to Provider based on certain metrics as further stipulated for herein. The intent of this Program is to increase the rate of interpreted visits for Members with limited English proficiency (LEP) or deaf and hard of hearing Members in order to increase utilization of Covered Services while also improving the overall quality of dental health for eligible OHP Members. For purposes of this Agreement, "Members" shall mean a Member enrolled in OHP and eligible to receive services under this Program.

III. Program Objectives:

The goals of the program are to:

- a. Increase the number and rate of interpretation for member visits requiring interpretive services – including tele dentistry visits.
- b. Increase the number and rate of interpretation of visits by certified/qualified interpreters from the OHA registry.

Now, therefore, in consideration of the mutual covenants and conditions set forth and in exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following:

IV. Payment and Terms:

- A. For program year 2022, CareOregon will pay Provider \$3.00 per member assigned to the clinic on the fifteenth (15th) day of December 2022 as further defined in Exhibit A.
- B. For program year 2023, CareOregon will pay Provider a per member per month ("PMPM") rate no greater than \$0.50 PMPM as further defined in Exhibit A.
 1. The PMPM rate shall be calculated using the total number of Members assigned to the clinic on the fifteenth (15th) day of each month in the calendar year of 2023.
- C. Provider agrees that any payment provided by CareOregon in association with this agreement shall be used exclusively to meet the Program Objectives for this Program and only a maximum of five (5) percent of payment received pursuant to this Agreement shall be used by Provider for indirect costs associated with this agreement.
- D. Provider agrees to use payments received pursuant to this Agreement on quality-related activities for oral health with the goal of working towards improving identified oral health Quality Measure targets, as defined in Exhibit A, or to expand oral health capacity and/or access for LEP and/or deaf and hard of hearing members.
- E. Provider agrees this payment is for the time period outlined above only and does not imply or guarantee ongoing funding. Any and all costs incurred by Provider which are not eligible for payment under this Agreement shall be the sole obligation of Provider. In addition, CareOregon is under no obligation to pay for or participate in any cost increases, change orders, cost overruns, or additional Program expenses of any kind.
- F. Provider agrees that member materials containing logos or brands of other CCOs or dental plans shall not be distributed to CareOregon Dental members without written consent from CareOregon.

V. General Provisions:

A. Term. This Agreement commences on October 1, 2022 (“Effective Date”) and shall remain ineffect through December 31, 2023 (“Termination Date”) unless otherwise terminated as stipulated herein.

B. Termination:

1. 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 period outlined above.
2. Either Party can terminate this Agreement without cause upon providing thirty (30) days prior written notice to the other Party.
3. Without prejudice to any other remedies available to it at law, either Party shall have the right to terminate this Agreement at any time for cause upon written notice to the other Party.
 - a. For purposes hereof, cause is defined as: (1) the inability to perform the responsibilities hereunder or incompetence demonstrated in performance of responsibilities under this Agreement; (2) reasonable belief that the Principals, defined as an officer, director, owner, partner, agent, employee, subcontractor, contractor, person with management or supervisory responsibilities, or other representative of either Party, or representative(s) of either Party actively participating in performing the responsibilities hereunder have violated any applicable laws, rules, or regulations; (3) fraud, dishonesty, substance abuse, or personal conduct of either Party or its Principals which may harm the business and/or reputation of either Party; (4) reasonable belief that the health, safety, or welfare of a Member or Principal of either Party is threatened; (5) the termination of Provider’s Health Care Services Agreement with CareOregon; and (6) a material breach.
 - b. In addition to permitting termination of this Agreement, a material breach committed by Provider shall entitle CareOregon to suspend or recoup all payments made to Provider pursuant to this Agreement and shall entitle CareOregon, at its election, to suspend Provider’s participation in any and all CareOregon programs until such time as all material breaches are cured to CareOregon’s satisfaction.
4. This Agreement shall immediately terminate, as appropriate, in the event the services provided pursuant to this Agreement are determined to be funded through a duplicative alternative payment program’s revenue source.
5. Unless prohibited by law, this Agreement may be terminated, in whole or in part, by CareOregon whenever and for any reason CareOregon determines that such termination is in the best interest of CareOregon, the community it services, or the Members it serves.
6. The Party initiating the termination, under any circumstance, shall render written Legal Notice of termination to the other Party and must specify the provision of this Agreement giving the right to termination, the circumstances giving rise to termination, and the date on which such termination is proposed to become effective.
7. Upon Termination under any circumstance, any payments not yet made by CareOregon to Provider shall not be made and any remaining balance of payments disbursed to Provider under this Agreement that have not been used for, or committed to, the

Program prior to termination must be refunded and repaid promptly to CareOregon. Provider understands and agrees that CareOregon will not be liable for, nor shall payments be made or used for, any services performed after the date of Termination.

C. Representations and Warranties.

1. **General Warranty.** Provider represents and warrants that Provider and its Principals possess the knowledge, skill, experience necessary to perform the services contemplated under this agreement and will perform such services in a timely manner and with the maximum reasonable degree of quality, care, and attention to detail.
2. 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 Principals are: (1) placed on the Tier Monitoring System by CareOregon's Peer Review Committee;(2) have documented contract and/or compliance issues; or,(3) are presently declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency.
3. Should it be determined that Provider was ineligible to receive payments from CareOregon pursuant to this Agreement, Provider expressly agrees to promptly repay all such payments disbursed to it under this Agreement.
4. If Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues, all funding associated with this Agreement will be discontinued 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.

CI. Confidentiality and Marketing.

1. During 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, abide by the Confidentiality provisions within the Provider Services Agreement between CareOregon and Provider, and specifically safeguard the health information of Members.
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 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 to seek 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 terms of this Section D. apply to any of Provider's Principals as defined supra and it is Provider's responsibility to assure that all such Principals comply with all such requirements. In addition, the terms of this Section shall survive the expiration or termination of this Agreement.
- E. 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 particulars therefore 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. Notwithstanding the foregoing, any dates and obligations specified in this Agreement shall be subject to change, without liability on either Party, based on the current information available concerning COVID-19.
- F. 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.
- G. Contact.** Provider agrees that the Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.

- H. Insurance.** Provider agrees to maintain at all times during this Agreement and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, and workers compensation insurance coverage in amounts standard to its industry. If the Oregon Tort Claims Act and article XI, Section 10 of the Oregon Constitution are applicable to either CareOregon or the Provide, this section is modified by its terms.
- I. Indemnity; Defense.** 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, 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.
- J. 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.

- K. 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.
- L. 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.
- M. 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.
- N. 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 Provider:

Agreed to on behalf of CareOregon, Inc.:

Signature

Signature

Name: _____

Name: Teresa Learn

Title: _____

Title: Chief Financial Officer

Date: _____

Date: _____

Exhibit A
2022-2023 Meaningful Language Access Payment
Model Quality Measures

I. Quality Measures.

- A. Quality Measure for October – December 2022: To receive the designated payment amount, Provider clinics must
 - a. Complete the Equity Report: Improving Language Access in Exhibit B, return to CareOregon Dental by 12/31/2022, and score a minimum of 28 points
 - b. Submit workflows depicting how Provider:
 - Identifies patients needing access to interpretive services
 - Collects data on patients' language needs
 - Documents information on patients that refused, did not need, or needed interpretation services but were not identified as such
 - Tracks language access services at their clinics
- B. Quality Measure for January – December 2023: to receive PMPM payment, Provider clinics must
 - a. Pass the measure for 2022 if the Provider Clinic was unable to pass during the 2022 measurement year.
 - b. Provider clinic submits quarterly Data Report (Part 3 of Exhibit B) within 5 weeks of CareOregon Dental providing quarterly visit data.
 - c. The report is 100% complete.
 - d. The percentage of visits that are interpreted by a certified or qualified interpreter during measurement year 2023 meets the OHA target for Health Share OR meets an improvement target that is 3% above the 2022 baseline data, whichever is larger.

Exhibit B
Equity Report: Improving Language Access Document

Equity Report: Improving Language Access

The Equity Report will be scored by the total number of points earned from clinics providing affirmative responses to the questions listed below. The Equity Report score has a total of 35 possible points. To pass the measure, the clinic must receive a minimum of 28 points

- Part 1:12 points possible
- Part 2:5 points possible
- Part 3:18 points possible

Part 1: Identification and assessment of communication needs

Question 1: Maximum 6 points (1 point per Yes response)

Please answer yes or no for each of the following statements on how your clinic identifies patients needing communication access (e.g. LEP, sign language users)

	Yes or No
The clinic has a process to respond to individual requests for language assistance services (including sign language)	
The clinic has a process for self-identification by the Deaf or hard of hearing person, non-English speaker or LEP individual.	
The clinic has a process for using open-ended questions to determine language proficiency on the telephone or in person (e.g. Ask a question that gives you enough information to determine if the member needs an interpreter)	
The clinic's front desk and scheduling staff are trained to use video relay or TTY for patient services	
The clinic uses "I Speak" language identification cards or posters	
The clinic has a process for responding to patients' complaints about language access and clearly communicates this process to all patients.	

Question 2: Maximum 3 points (1 point per Yes response)

Please answer yes or no for each of the following statements about collecting data.

	Yes or No
The clinic collects data on the number of patients served who are Limited English Proficient (LEP)	
The clinic collects data on the number of patients served who are Deaf and hard of hearing	
The clinic collects data on the number of and prevalence of languages spoken by their patients	

Question 3: Maximum 3 points (1 point per Yes response)

Please answer yes or no for each of the following statements about members that refused, did not need, or needed interpretation services but were not identified as such.

	Yes or No
The clinic collects data on the number of patients served who self-identified as LEP but refused interpretation services	

The clinic collects data on the number of patients served who are Deaf and hard of hearing but refused interpretation services	
The clinic collects data on the number of patients served who were not identified in the chart as LEP or Deaf and hard of hearing, but who requested interpretation services	

Part 2: Provision of Language Assistance Services

Question 4: Maximum 4 points (1 point per Yes response)

Please answer yes or no to each of the following statements about tracking language access services at your clinic.

	Yes or No
The clinic tracks the primary language of person encountered or served	
The clinic tracks the use of language assistance services such as interpreters and translators	
The clinic tracks bilingual and sign language staff time spent on language assistance services	
The clinic tracks the use of spoken and sign language assistance services by modality (e.g. in person; telephonic, video, other)	

Question 5: Maximum 1 point

	Yes or No
Does your clinic have policies on the use of family members or friends to provide interpretation services?	
If yes to the previous question, please briefly describe or attach your policies on when or how family members can provide interpretation services.	

Part 3: Data Reporting

CareOregon Dental will provide an Excel spreadsheet of members requiring interpreter services who had visits in 2022. Clinic will complete the report inclusive of available data to determine percent of member visits with interpreter need in which interpreter services were provided: 18 points possible

Numerator: Denominator visits that were provided with interpreter services

Denominator: Visits at the practice site during the measurement period with a CareOregon Dental member who self-identified to the OHA as having interpreter needs

Exclusions: Visits for which the member was offered and refused interpreter services

Measuring Performance: To achieve points, the clinic is required to report the data provided from CareOregon Dental on the population identifying as needing an interpreter. Member level data by visit will be used for 2022. The required data to be reported for each member visits to be counted towards the point total are:

1. The Interpreter Type, Certification status, and OHA Registry Number is complete
Or
2. Interpreter was a Bilingual Staff is complete
Or
3. Member refused interpreter service and the service refusal reason is complete

The point scoring assignment structure will be based on percent of the member list that has the required data completed. 100% complete = 18 points. 78% complete = 14 points. 50% complete = 9 points. 28% complete = 5 points.

Reporting Format:

CareOregon Dental will provide visit data for those members seen at the clinic and self-identified as needing an interpreter to the OHA. Please fill out the fields using the drop downs in the data set. Follow the data dictionary below for allowed answers. CareOregon Dental will provide visit data at least 5 weeks prior to the due date.

Column Name	Valid Input Value	Additional Instructions for Completing the Reporting Template
Member ID	Member's Medicaid ID	COD will provide this
Visit Type/Care Setting	Office Outpatient Telehealth Other	COD will provide this
Visit Date	Visit Date YYYY/MM/DD	COD will provide this
In-person Interpreter Service	Yes No	
Telephonic Interpreter Service	Yes No	
Video Remote Interpreter Service	Yes No	
Was the Interpreter OHA Certified or Qualified	OHA Certified OHA Qualified Not Certified or Qualified by OHA	
Interpreter's OHA Registry Number	OHA Registry number	
Was the Interpreter a Bilingual Staff	Yes No	
Did the member refuse Interpreter Service	Yes No	
Reason for member refusal	Enter reason code 1-4: 1. Member refusal because in-language visit is provided, 2. Member confirms interpreter needs flag in MMIS is inaccurate, 3. Member unsatisfied with the interpreter services available, 4. Other reasons for patient refusal	Reason 1: The member confirms the provider clinician for the visit can perform in-language service and therefore no interpreter service is needed. To note, if the in-language service provider is OHA certified or qualified, it could be a numerator hit for the metric. Reason 2: OHA recommends initiating correction of the interpreter flag in MMIS. Reason 3 and 4 do not qualify for denominator exclusion.

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to _____
- Other _____

Originating County Department: _____

Other party to contract/agreement: _____

Document Title:

After filing please return to: _____

County Admin

Procurement

If applicable, complete the following: _____

Board Agenda Date/Item Number: _____