

February 29, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Revenue Agreement with CareOregon for Dental Program Payment Incentives. Anticipated agreement value is \$300,000 for 1 year. Funding is through CareOregon. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues – February 27, 2024		
Performance Clackamas	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy, and secure communities.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Sarah Jacobson	Contact Phone	503-742-5303

EXECUTIVE SUMMARY: This revenue is issued upon Health Center Division clinics’ fulfillment of assigned metrics. Revenue is re-invested in the dental program to enable the continuation of exceptional service to our community and focus on innovative service improvements. Past revenue has been utilized for capital and building improvements for more positive trauma-informed care; investment in staff training; iPads to facilitate the provision of meaningful language access; electronic signature pads for workflow, safety, and risk efficiencies; and hiring of quality improvement staff to facilitate initiatives for the Dental Program.

Health Centers’ metrics are focused on supporting our most vulnerable community members in overcoming barriers and accessing care. Metrics are: the increasing number of new patients accessing services, increasing number of member visits, growing number of diabetic patients who receive dental services, increased number of preventative services provided to children, increased number of patients receiving language services; implementation of Caries Risk Assessment to identify risk factors for dental decay.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve this Agreement (11531) and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook

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

For Filing Use Only

Healthy Families. Strong Communities.

CareOregon, Inc.
Healthcare Services Contract
2024 Dental Program Payment Incentive

This Healthcare Services Contract (“Agreement”) is entered into between CareOregon, Inc. (“CareOregon”) and Clackamas County, by and through its Health Centers Division (“Provider”) for the period of January 1, 2024 through December 31, 2024, and sets forth the understandings and commitments concerning funding and administration of the 2024 Dental Program Payment Incentive (“Program”). For purposes of this Agreement, CareOregon and Provider may each be referred to individually as a “Party” and collectively as the “Parties”.

Program: 2024 Dental Program Payment Incentive	CareOregon Agreement Number: VBP 24-01
Provider Contact: Selynn Edwards	LAN: 2C
E-mail: sedwards@clackamas.us	CareOregon Contact: Alyssa Franzen
	E-mail: franzena@careoregon.org

I. Recitals

- A. CareOregon 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 Program is an alternative payment model designed to provide financial incentives to Provider based on certain metrics as further stipulated herein. The intent of this Program is to increase visits and utilization of Covered Services by members enrolled in OHP and eligible to receive services under this Program, (“Member(s)”) while also improving the overall quality of dental health for Members.

III. Program Objectives:

- A. Increase the number of new patients and unique dental users.
- B. Increase the number of member visits – including tele dentistry visits.

- C. Increase the number of patients with diabetes who receive dental services.
- D. Increase the number of preventive services provided to children.
- E. Increase the number of patients that receive language services as part of their dental visit.
- F. Implementation of Caries Risk Assessment

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 CareOregon oralhealth@careoregon.org any required documents, attestations or reports by the date(s) listed describing the following items in the format presented in Exhibits A and B.
3. Use the funding provided for this Program solely on needs and activities pertaining to this Agreement.
4. Meet with CareOregon personnel at a mutually agreed upon time should CareOregon 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.
6. Provider agrees to provide their member outreach and engagement plan, if requested, to CareOregon Dental within 30 days of request.
7. 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.
8. Provider agrees to submit access reports for third next available appointment, by individual clinician, and clinic-level access and capacity reports by appointment type to CareOregon Dental weekly. This data is due by Tuesday each week

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

V. Payment:

- ##### **A. CareOregon will pay Provider a Per Member Per Month (“PMPM”) rate no greater than \$4.50 PMPM, and when appropriate, an incentive payment as further defined in Exhibit A.**
1. The PMPM rate shall be calculated using the total number of Members accounted for on the fifteenth (15th) day of each month in the calendar year of 2024.
 2. Payment shall be made on a one-time annual basis and shall be calculated based on

Provider performance as defined in Exhibit A. Performance review and payment calculation will be completed by CareOregon, and payment released as final claims data is available to CareOregon.

- B. 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.
- C. 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. Provider will submit a written proposal by May 31, 2025 outlining planned activities for review and approval by CareOregon prior to the release of the payment, which approval shall not be unreasonably withheld.

VI. Term and Termination.

- A. **Term.** This Agreement is January 1, 2024 (“Effective Date”) and will terminate, December 31, 2024.
- 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.
 - 4. 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.
 - 5. 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 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 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 Clackamas County,
by and through its Health Centers
Division**

Signature: _____

Name: _____

Title: _____

Date: _____

TIN: _____

Agreed to on behalf of CareOregon, Inc.

Signature: _____

Name: Teresa K. Learn

Title: Chief Financial Officer

Date: _____

Exhibit A

**2024 Dental Primary Dental Provider Payment
Model Quality Measures**

Attestations for Caries Risk Assessment due 3/31/24 and 9/30/24 email oralhealth@careoregon.org

I. Quality Measure PMPMs and Targets. Provider clinics must meet a 2024 year-end performance improvement target to receive the designated PMPM amount for each Quality Measure as defined below.

PMPM Rate	Quality Measure	2023 Clinic Target
\$.30	Dental Service – Children	Increase of 3.0% over 2023 final performance with a minimum of 45% and a benchmark of 60%; Partial payment (\$.15 PMPM) will be extended for an increase of 2.0% over 2023 performance with a minimum of 43.0%
\$.70	Dental Service – Adults	Increase of 3.0% over 2023 final performance with a minimum of 32% and a benchmark of 40%; Partial payment (\$.35 PMPM) will be extended for an increase of 2.0% over 2023 performance with a minimum of 30.0%
\$1.00	Dental Service – Comprehensive Exam for Members with Diabetes	Target is 2% above the CCO target or 2% above 2023 performance, whichever is higher. Benchmark is 33.9%%
\$.50	Periodontal/Hygiene Services – Periodontal or Dental Hygiene Services for Members with Diabetes	Increase of 2.0% over 2023 baseline of diabetic members that receive periodontal or dental hygiene services
\$.25	Prevention Services - Children age 1-5	Target is 2% above CCO target or 2% above 2023 performance, whichever is higher. Benchmark is 54.9%
\$.25	Prevention Services - Children age 6-14	Target is 2% above CCO target or 2% above 2023 performance, whichever is higher. Benchmark is 63.0%

\$.50	Prevention Services – Both Age Bands	Meets both prevention age bands.
\$.50	Caries Risk Assessment: Implementation and First Measurement Year	<p>Element 1: \$0.25 pmpm allocated as follows:</p> <ol style="list-style-type: none"> By 3/31/24, complete a written attestation of the intent to implement the co-developed Caries Risk Assessment Tool By 9/30/24, attestation of the complete implementation of the co-developed Caries Risk Assessment Tool. <p>Element 2: \$0.25 pmpm allocated as follows:</p> <ol style="list-style-type: none"> Increase by 2% over 2023 baseline the percentage of assigned patients with one or more reported Caries Risk Assessment in dental claims. <ul style="list-style-type: none">
\$.50	Meaningful Language Access	<p>Element 1: \$.20 pmpm allocated as follows:</p> <p>By 11/30/24, complete the Equity Report: Improving Language Access in Exhibit B, return to CareOregon Dental and score a minimum of 16 points</p> <p>Element 2: \$.30 pmpm allocated as follows:</p> <ol style="list-style-type: none"> Quarterly data reporting. Reports must be 100% complete and at least 95% accurate as defined in Exhibit B. 25% of the total value of this element is available to be earned for each quarterly report
\$4.50	Total combined potential PMPM for all Quality Measures	

CareOregon within its sole discretion may, from time-to-time, establish a program or programs to encourage the improvement of the delivery of health care to its Members. Any such program(s) together with the criteria for participation by Providers in the program(s) will be governed and administered by written policies and program descriptions developed by CareOregon. Additionally, CareOregon within its sole discretion may incorporate via amendment, additional quality measures, targets and PMPM rates from time to time.

I. Quality Measure Specifications: The below specifications are used for 2024 year-end performance for each Quality Measure.

Quality Measure	Specification Notes
Dental Service – Adult	<p>Numerator: Any dental claim/service</p> <p>Denominator: Assigned adult members (age 21 and older on 12/31/24), enrolled and assigned to CareOregon Dental for a continuous 90 days or more during the 2024 calendar year.</p>
Dental Service – Children	<p>Numerator: Any dental claim/service</p> <p>Denominator: Assigned child members (age 1 through 20 on 12/31/24), enrolled and assigned to CareOregon Dental for a continuous 90 days or more during the 2024 calendar year.</p>
Dental Service – Comprehensive Exam for Members with Diabetes	<p>Numerator: Any dental claim that contains CDT code D1050, D0120 or D0180</p> <p>Denominator: Assigned adult members with diabetes as defined by the OHA metric specifications, provided to partners monthly and assigned to CareOregon Dental for a continuous 365 days with no more than one gap in enrollment of up to 45 days during the 2024 calendar year.</p>
Periodontal/Hygiene Services – Periodontal or Dental Hygiene Services for Members with Diabetes	<p>Numerator: Any dental claim that contains CDT code D1110, D4341, D4342, D4346, D4910.</p> <p>Denominator (same as comprehensive exam): Assigned adult members with diabetes as defined by the OHA metric specifications, provided to partners monthly and assigned to CareOregon Dental for a continuous 365 days with no more than one gap in enrollment of up to 45 days during the 2023 calendar year.</p>
Prevention Services – Children age 1-5	<p>Numerator: Any dental claim that includes CDT codes D1000-D1999</p>

	Denominator: Assigned child members (age 1 through 5 on 12/31/24, enrolled and assigned to CareOregon Dental for a continuous 180 days or more during the 2024 calendar year.
Prevention Services – Children age 6-14	Numerator: Any dental claim that includes CDT codes D1000-D1999 Denominator: Assigned child members (age 6 through 14 on 12/31/24), enrolled and assigned to CareOregon Dental for a continuous 180 days or more during the 2024 calendar year.
Caries Risk Assessment	Numerator: Any dental claim that includes CDT codes D0601, D0602 or D0603 Denominator: Assigned members enrolled and assigned to CareOregon Dental for a continuous 90 days or more during the 2024 calendar year.
Meaningful Language Access	Outlined in Exhibit B

I. Incentive Payments:

- A. CareOregon will pay Provider \$500.00 for each Department of Human Services (DHS) child that receives a dental assessment within 45 days of placement by DHS. CareOregon will pay Provider \$250.00 for each Department of Human Services (DHS) child that receives a dental assessment between 46 and 60 days of placement by DHS. (2024 OHA CCO Incentive Measure specifications)
 - a. DHS children that meet the CCO Incentive Measure on claims in the 30-days prior to placement by DHS will be excluded from incentive payment.
- B. CareOregon will pay Provider \$100.00 for each orthodontic assessment completed and submitted to CareOregon Dental.
 - a. CDT code D8660 must be submitted.
 - b. Referral/authorization must be submitted according to program requirements.
 - c. Only one screening per child per year is eligible for incentive payment.
 - d. The maximum payment cannot exceed encounters for more than 3% of the assigned population ages 0-20 as defined in the Dental Services – Children measure. (For example, if a clinic is assigned 1000 children ages 0-20, payment will be capped at \$3,000.00.)

II. Outreach & Use of Dashboards

- A. Provider understands and agrees that the dental dashboards and rosters are provided as a tool for member outreach, engagement, oral health outcomes and metrics. They support existing patients in your program and help manage your assigned but unengaged member population. Use of aggregate or member level data is limited to this purpose and cannot be used for other purposes without consent from CareOregon.

Exhibit B
Equity Report: Improving Language Access Document

Element 1: Equity Report

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 20 possible points. To pass the measure, the clinic must receive a minimum of 16 points

- Part 1: 12 points possible
- Part 2: 6 points possible
- Part 3: 2 points possible

Please answer yes or no for each of the following statements on how your clinic identifies patients needing communication access (e.g. Limited English Proficiency LEP, sign language users). (1 point per response)

-Part 1: Identification, data collection and validation for communication needs

	Yes or No
Does your clinic verifiably track when members appointments are cancelled or rescheduled due to a lack of interpretation services?	
Does your clinic staff have a process for validating the OHA credentials of in-person, telephonic and video remote spoken and/or sign language interpreters before allowing the interpreter’s visit to be reported as delivered by an OHA-certified and/or qualified health care interpreter?	
Please select yes or no to each of the following statements about the translation of vital written documents into non-English languages.	
• Consent forms are translated into non-English languages.	
• Complaint forms are translated into non-English languages.	
• Intake forms are translated into non-English languages.	
• Notices of rights are translated into non-English languages.	
• Any correspondence sent to members is translated into non-English languages.	
• Translated documents are available in alternate formats that include large prints or braille.	
When spoken or sign language interpretation services are provided during member visits, do you document in a reportable way member and interpreter information (such as member ID, date of service, and interpreter’s credentials)?	
Does your clinic track training and OHA credentialing of staff members who interpret for patients (such as full-time clinic staff interpreters or dual-role interpreters)?	

For your bi-lingual clinic staff who provide interpretation services and are not OHA certified/qualified, are they tested with a standardized proficiency assessment? (This does not include your in-language service providers)	
Are your bi-lingual, in-language service providers tested with a standard proficiency assessment?	
If "yes" to the two questions above, please briefly describe your policies related to assessment, passing scores, and documentation of language proficiencies for both a) bi-lingual clinic staff and b) in-language service providers. Submit your documentation as an attachment.	

Please answer yes or no for each of the following statements about training and policies. (1 point per response)

-Part 2: Training of staff on policies and procedures

	Yes or No
Does your clinic staff procedures handbook include specific instructions on how to provide language assistance services to LEP and Deaf or Hard of Hearing members?	
Please select yes or no to each of the following clinic staff groups that receive training on working with Limited English Proficient (LEP) and Deaf or Hard of Hearing members.	
<ul style="list-style-type: none"> • Management or senior staff 	
<ul style="list-style-type: none"> • Employees who interact with or are responsible for interactions with non-English speakers or LEP members 	
<ul style="list-style-type: none"> • Bilingual staff and providers 	
<ul style="list-style-type: none"> • New employees 	
Do clinic staff who provide care or services to Limited English Proficient (LEP) and Deaf or Hard of Hearing members receive training at regular intervals on how to request the translation of written documents into other languages and alternate formats?	

Please answer yes or no for each of the following statements about language assistance notification. (1 point per response)

-Part 3: Providing notice of language assistance services

	Yes or No
Does your clinic inform LEP and Deaf and Hard of Hearing members about the availability of free language assistance services?	
Does the main page of your website include non-English information that is easily accessible to LEP members?	

Element 2: Data Reporting

To achieve this measure, clinic is required to report quarterly on the data provided by CareOregon Dental on the population identifying as needing an interpreter. Member-level data by visit will be provided to clinic according to the table below, via quarterly Excel spreadsheets. Each row of data must be completed inclusive of all available interpreter data for the report to be determined complete. The required data to be reported for each member visit to be counted as accurate are:

- The Interpreter Type, Certification status, and OHA Registry Number is documented, or
- Interpreter was a Bilingual Staff is documented, or
- Member refused interpreter service and the service refusal reason is documented.

At least 95% of data rows must contain accurate data for the interpretation scenario.

Reporting Quarter	Report sent to clinic from CareOregon	Complete and accurate report due from clinic to CareOregon
1/1/2024-3/31/2024	On or before 5/3/2024	On or before 5/31/2024
4/1/2024-6/30/2024	On or before 8/2/2024	On or before 8/30/2024
7/1/2024-9/30/2024	On or before 11/1/2024	On or before 11/29/2024
10/1/2024-12/31/2024	On or before 1/31/2025	On or before 2/28/2025

Reporting Format:

Clinic will fill out the fields using the drop downs in the data set. Follow the data dictionary below for allowed answers.

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	
Language Interpreted	3-Letter ISO 639 Language Code	COD will provide this
Was the Interpreter OHA Certified or Qualified	OHA Certified OHA Qualified Not Certified or Qualified by OHA Blank – Unknown or Not Applicable	If OHA Certified or OHA Qualified is indicated, a valid OHA Registry number must be provided in the next field

Interpreter's OHA Registry Number	OHA Registry number	
Was the Interpreter a Bilingual Staff	Yes No Blank	Leave blank if unknown or not applicable
Did the member refuse Interpreter Service	Yes No Blank	Leave blank if unknown or not applicable
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 Blank	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.