

May 15, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Revenue Healthcare Services Contract with CareOregon for care provider incentives to increase utilization by Oregon Health Plan members. Contract Value is \$500,000 for 1 year. Funding is through CareOregon. No County General Funds are involved.

| | | | |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------|---------------------------|--------------|
| Previous Board Action/Review | Last Agreement February 29, 2024, Agenda Item 20240229 IV.C.3 | | |
| Performance Clackamas | 1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy, and secure communities. | | |
| Counsel Review | Yes – Sarah Foreman | Procurement Review | No |
| Contact Person | Sarah Jacobson | Contact Phone | 503-742-5303 |

EXECUTIVE SUMMARY: The Health Center Division of the Health, Housing, and Human Services Department is requesting approval of a revenue agreement with CareOregon to support the Dental Program Payment incentive program.

This revenue agreement aims to participate in CareOregon's incentive program to improve health outcomes for dental patients. 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.

Metrics are focused on supporting our most vulnerable community members in overcoming barriers and accessing care. Metrics are: increasing number of new patients accessing services; increasing number of member visits; increasing 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 (12073) and authorize Chair Roberts to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing & Human Services

For Filing Use Only

Healthy Families. Strong Communities.

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www.clackamas.us

CareOregon, Inc.
Healthcare Services Contract
2025 Dental Program Payment Incentive

This Healthcare Services Contract ("Agreement") is entered into between CareOregon, Inc. ("CareOregon") and Clackamas County, by and through its Health, Housing, and Human Services Department, Health Centers Division ("Provider") for the period of January 1, 2025 through December 31, 2025, and sets forth the understandings and commitments concerning funding and administration of the 2025 Dental Program Payment Incentive program ("Program"), as administered by CareOregon, Inc. Dental Care Organization ("CareOregon Dental"). For purposes of this Agreement, CareOregon and Provider may each be referred to individually as a "Party" and collectively as the "Parties".

Program: 2025 Dental Program Payment Incentive

Provider Contact: Selynn Edwards

E-mail: sedwards@clackamas.us

CareOregon Agreement Number: VBP 24-98
LAN: 2C

CareOregon Business Owner: Alyssa Franzen
and Alexa Jett

E-mail: franzena@careoregon.org;
jetta@careoregon.org

I. Recitals

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

II. Program Description and Objectives:

The 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 Oregon Health Plans ("OHP") and eligible to receive services under this Program, ("Member(s)") while also improving the overall quality of dental health for Members.

The Program objectives are as follows:

- 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. Increase the number of patients to receive a Caries Risk Assessment

III. 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.
 - i. Submit via email to CareOregon representative at oralhealth@careoregon.org and Paymentmodel@careoregon.org any required documents in the format, and by the date(s) listed in Section III.A.7, Obligations and in Exhibit B.
2. Use the funding provided for this Program solely on needs and activities pertaining to this Agreement.
3. Meet with CareOregon personnel at a mutually agreed upon time should CareOregon request a check-in with Provider to review Program progress.
4. Provider agrees they are responsible for promptly notifying CareOregon of any significant obstacles or delays in meeting any obligations contemplated by this Agreement.
5. Provider agrees to provide their Member outreach and engagement plan, if requested, to CareOregon Dental within 30 days of request.
6. 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.
7. 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. CareOregon Dental, at their sole discretion, may request these reports less frequently. Such a request will be provided in writing.

- B. Success of the project will be determined by CareOregon'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, CareOregon and Provider will work together to develop a plan to ensure that the funding under this agreement is used to improve the health of CareOregon Members.
- C. Both Parties agree that this funding is for the period specified above only and does not imply or guarantee ongoing funding.

IV. Payment:

- A.
 - 1. CareOregon will pay Provider a Per Member per Month ("PMPM") rate of no greater than \$4.00 PMPM, and when appropriate, a potential additional incentive payment as further defined in Exhibit A.
 - i. 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 2025.
 - 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.

V. Term and Termination.

- A. **Term.** This Agreement is effective January 1, 2025 ("Effective Date") and will terminate, December 31, 2025.
- B. **Termination.** The Parties may terminate this Agreement without cause with a 30-day notice to the other Party.
 - 1. CareOregon may immediately terminate this Agreement for cause with written notice to the other party if:
 - i. An employee, agent, contractor, or representative of Provider performing the responsibilities contemplated hereunder has violated any applicable laws, rules, or regulations.
 - ii. An employee, agent, contractor, or representative of Provider has engaged in fraud, dishonesty, or personal conduct that may harm the business and/or reputation of either Party.
 - iii. Provider demonstrably lacks the ability or competence to perform the responsibilities under this Agreement; or

- iv. Provider elects to make a material change to the Program such that the fundamental purposes of this Agreement are abandoned.
2. Upon termination under any circumstance, funding will cease immediately, any payments not yet made by CareOregon to Provider shall not be made, and any remaining balance of payment disbursed under this Agreement that has not been used for, or committed to, this Program shall be promptly returned to CareOregon.
3. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence

VI. 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.

VII. 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 judgements or settlement contribution arising from injury to person or property, arising from negligent act or omission on its part or its officers, directors, volunteers, agents, or employees in connection with or arising out of: (a) services performed under this Agreement, or (b) any breach or default in performance of any such party's obligations in this Agreement including, without limitation, any breach of any warranty or representation. In the event that either party, its officers, directors, or employees are made a party to any action or proceeding related to this Agreement then the indemnifying party, upon notice from such party, shall defend such action or proceeding on behalf of such party at the indemnifying party's sole cost and expense. Each party shall have the right to designate its own counsel if it reasonably believes the other party's counsel is not representing the indemnified party's best interest. Indemnification duties under this Agreement shall be at all times limited by the tort claim limits provided in the Oregon Tort Claims Act and the Oregon Constitution. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.
- F. **Compliance and Licensure.** Provider and CareOregon shall, at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of services under this Agreement. The Parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The Parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The parties represent that it and its employees are not excluded from Federal healthcare programs and is not included in the Office of Inspector General ("OIG") and General Services Administration ("GSA") exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this Agreement. The parties

shall have the right to immediately unilaterally terminate this Agreement upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.

- G. **Relationship of the Parties.** CareOregon and Provider are independent entities who are contracting with each other solely for the purpose of effecting the provisions of this Agreement for services. No provision of this Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership, or any other business or corporate relationship between the Parties hereto other than that of independent contractors.
- H. **No Third-Party Benefit.** This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligation that may be possessed by such third party.
- I. **Assignment or Delegation.** Except as otherwise specifically provided for herein, the parties shall not assign or delegate any or all of their rights or responsibilities under this Agreement without the prior written consent of the other party.
- J. **Notices.** A notice given under this agreement shall be deemed effective **upon the earlier of:**
 - a. **receiving party's acknowledgment of receipt of the notice;**
 - b. **three calendar days after the emailing of the notice to the Provider or CareOregon contact listed in this Agreement;**
 - c. **or two calendar weeks after the mailing of a true copy of the notice to the address specified in this Agreement.**
- K. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between Provider and CareOregon that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the Provider of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CareOregon, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- L. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

<signature page to follow>

**Agreed to on behalf of Clackamas
County Health Department**

Signature: _____

Name: _____

Title: _____

Date: _____

TIN: _____

Agreed to on behalf of CareOregon, Inc.

Signature: _____

Name: Teresa K. Learn

Title: Chief Financial Officer

Date: _____

Exhibit A

2025 Dental Primary Dental Provider Payment Model Quality Measures

- I. **Quality Measure PMPMs and Targets.** Provider clinics must meet a 2025 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 |
|-----------|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$0.30 | Dental Service – Children | Increase of 3.0% over 2024 final performance with a minimum of 45% and a benchmark of 60%; Partial payment (\$0.15 PMPM) will be extended for an increase of 2.0% over 2024 performance with a minimum of 43.0% |
| \$0.70 | Dental Service – Adults | Increase of 3.0% over 2024 final performance with a minimum of 32% and a benchmark of 40%; Partial payment (\$0.35 PMPM) will be extended for an increase of 2.0% over 2024 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 2024 performance, whichever is higher. Benchmark is 37.0%% |
| \$0.35 | Periodontal/Hygiene Services – Periodontal or Dental Hygiene Services for Members with Diabetes | Increase of 2.0% over 2024 baseline of diabetic Members that receive periodontal or dental hygiene services |
| \$0.25 | Prevention Services - Children age 1-5 years old | Target is 2% above CCO target or 2% above 2024 performance, whichever is higher. Benchmark is 62.6% |
| \$0.25 | Prevention Services - Children age 6-14 years old | Target is 2% above CCO target or 2% above 2024 performance, whichever is higher. Benchmark is 69.3% |
| \$0.50 | Prevention Services – Both Age Bands | Meets both prevention age bands. |

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|---------------|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$.35 | Caries Risk Assessment: Implementation and First Measurement Year | Increase by 2% over 2024 baseline the percentage of assigned patients with one or more reported Caries Risk Assessment in dental claims. |
| \$.30 | Meaningful Language Access | Quarterly data reports must be 100% complete and at least 95% accurate as defined in Exhibit B. Twenty five percent (25%) of the total value of this measure is available to be earned for each quarterly report |
| \$4.00 | 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.

II. Quality Measure Specifications: The specifications below are used for 2025 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 12/31/25), enrolled and assigned to the CCO and CareOregon Dental for a continuous 90 days or more during the 2025 calendar year. In addition, Members that move to a different PDP or different dental plan will take their numerator and denominator with them. Members that term from the CCO while assigned to CareOregon Dental prior to 12/31/25 and meet the 90 days continuous enrollment requirement will be attributed to the PDP of last assignment.</p> <p>2024 baselines will be recalculated using updated technical specification and will be provided no later than April 30, 2025.</p> |

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|-------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Dental Service – Children | <p>Numerator: Any dental claim/service</p> <p>Denominator: Assigned child Members (age 1 through 20 on 12/31/25), enrolled and assigned to CareOregon Dental for a continuous 90 days or more during the 2025 calendar year. In addition, Members that move to a different PDP or different dental plan will take their numerator and denominator with them. Members that term from the CCO while assigned to CareOregon Dental prior to 12/31/25 and meet the 90 days continuous enrollment requirement will be attributed to the PDP of last assignment.</p> <p>2024 baselines will be recalculated using updated technical specification and will be provided no later than April 30, 2025.</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 on a monthly roster. OHA requires the Member to be assigned to the CCO for a continuous 365 days with no more than one gap in enrollment of up to 45 days during the 2025 calendar year to be metric eligible.</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 on a monthly roster. OHA requires the Member to be assigned to the CCO for a continuous 365 days with no more than one gap in enrollment of up to 45 days during the 2025 calendar year to be metric eligible.</p> |
| Prevention Services – Children age 1-5 | <p>Numerator: Any dental claim that includes CDT codes D1000-D1999</p> <p>Denominator: Assigned child Members (age 1 through 5 on 12/31/25) that meet the CCO enrollment criteria and are assigned to CareOregon Dental. The OHA enrollment criteria include 180 days or more continuously during the 2025 calendar year.</p> |
| Prevention Services – Children age 6-14 | <p>Numerator: Any dental claim that includes CDT codes D1000-D1999</p> <p>Denominator: Assigned child Members (age 6 through 14 on 12/31/25), that meet the CCO enrollment criteria and are assigned to CareOregon Dental. The OHA enrollment criteria include 180 days or more continuously during the 2025 calendar year.</p> |

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|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Caries Risk Assessment | <p>Numerator: Any dental claim that includes CDT codes D0601, D0602 or D0603</p> <p>Denominator: Assigned Members enrolled and assigned to CareOregon Dental for a continuous 90 days or more during the 2025 calendar year.</p> |
| Meaningful Language Access | Outlined in Exhibit B |

III. If a clinic accepts a bulk assignment greater than 15% of its current assignment, Members in the bulk transfer may be excluded from the final metric calculations. Members in the bulk transfer cohort who receive a numerator will be added to the numerator and denominator of the metric while Members who do not receive a numerator are excluded in the 2025 metric program.

IV. 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 DHS child that receives a dental assessment between 46 and 60 days of placement by DHS. (2025 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 \$3000.00.

V. Outreach & Use of Dashboards

- C. 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 Meaningful Language Access Measure Requirements

To achieve this measure, clinic(s) are required to report quarterly on the data provided by CareOregon Dental on the population identified 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 |
|--------------------------|----------------------------------------------|-------------------------------------------------------------------|
| 1/1/2025-3/31/2025 | On or before 5/2/2025 | On or before 5/30/2025 |
| 4/1/2025-6/30/2025 | On or before 8/1/2025 | On or before 8/29/2025 |
| 7/1/2025-9/30/2025 | On or before 10/31/2025 | On or before 12/01/2025 |
| 10/1/2025-12/31/2025 | On or before 2/2/2026 | On or before 2/27/2026 |

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 | Select from drop down list on template provided by CareOregon Dental |
| Was the Interpreter OHA Certified or Qualified | OHA Certified OHA Qualified | If OHA Certified or OHA Qualified is indicated, a valid OHA Registry |

| | | |
|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Not Certified or Qualified by OHA Blank –Not Applicable | 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. |