

CareOregon
Letter of Agreement

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Tillamook County Health Department (“Provider”) for the period of July 1, 2022 to June 30, 2023, unless otherwise terminated as stipulated herein, and sets forth the understandings and commitments concerning funding and administration of the Dental Program Dental Care Organizations Support (“Program”). For purposes of this Agreement, CareOregon and Provider may each be referred to individually as a “Party” and collectively as the “Parties”.

Project: Dental Care Organizations Support

Provider Contact: Marlene Putman

E-mail: mputman@co.tillamook.or.us

CareOregon Agreement Number:

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 a nonprofit organization that provides management services for coordinated care organizations as defined under Oregon law, and as such, CareOregon coordinates health care coverage for enrollees of the Oregon Health Plan (OHP) or otherwise;
- B. CareOregon is the sole member of Columbia Pacific CCO, LLC (CCO), which has entered into a Health Plan Services Contract, Coordinated Care Organizations Contract and Cover All Kids Health Plan Services Contract, with the State of Oregon, acting by and through its Oregon Health Authority (OHA);
- 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 Dental Care Organizations Support Program is designed to provide financial support to Provider as further stipulated for herein. The intent of this Program is to support program and provider stability to ensure access to quality dental care for our Members by reducing barriers to care and increasing member engagement in dental services. 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 help:

- a. Stabilize the dental workforce
- b. Maintain dental access and service levels
- c. Manage assigned population
- d. Support clinical integration
- e. Support OHA-CCO dental metrics

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. CareOregon will pay Provider \$107,048.00 upon execution of this Agreement. 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.
- B. 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.

- C. 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.
- D. Both Parties acknowledge that the Oregon Health Authority retains the right to publicly disclose payment made to Provider under this Agreement.
- E. 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.
- F. 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.
- G. Provider authorizes CareOregon to withhold or deduct from amounts that may otherwise be due and payable to Provider under this Agreement any outstanding amounts that Provider may owe CCO for any reason, including but not limited to overpayments made by CCO under the Provider Services Agreement, in accordance with CareOregon's recoupment policy and procedure.

V. General Provisions:

- A. Term.** This Agreement commences on July 1, 2022 ("Effective Date") and shall remain in effect through June 30, 2022 ("Expiration Date") unless otherwise terminated as stipulated herein.
- B. Administration/Interpretation of Agreement:** The Parties agree and understand that this Agreement is supplemental to the Provider Services Agreement and that the applicable provisions of the Provider Services Agreement are incorporated by reference into this Agreement. Nothing in this Agreement may be construed to waive any of the obligations or other commitments Provider has made pursuant to the Provider Services Agreement. The Parties agree and understand that this Agreement is subject to the terms and conditions of the Provider Services Agreement and all applicable policies referenced in the Provider Services Agreement.
- C. Termination:**
 - 1. Should Provider's participation in the CareOregon Provider Services 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 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. 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 will become effective.
6. 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.

D. Representations and Warranties.

1. **General Warranty.** Provider represents and warrants that Provider and its Principals possess the knowledge, skill, and 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.

E. Confidentiality and Marketing.

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.

1. **HIPAA and HITECH.** Both Parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH, the Provider Services Agreement, and the Business Associate Agreement, if applicable.
 2. 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.
 3. 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.
 4. The terms of this Section E. 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.
- F. 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.
- G. 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.
- H. 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.

- I. Insurance.** Provider agrees to maintain at all times during this Agreement and at their own cost and expense, commercial general liability insurance, professional liability insurance, and workers compensation insurance coverage in amounts standard to its industry. If the Oregon Tort Claims Act is applicable to either CareOregon or the Provider, this section is modified by its terms.
- J. 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 non-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, where applicable. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement and shall survive expiration or termination of this Agreement.
- K. 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 they and their employees are not excluded from Federal healthcare programs and are 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.

- L. 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.
- M. 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.
- N. Assignment or Delegation.** Except as otherwise specifically provided for herein, the Provider shall not assign or delegate any or all of their rights or responsibilities under this Agreement without the prior written consent of CareOregon.
- O. 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: _____



May 10, 2022

Dear Marlene Putman and Dawna Roesener,

In 2021, Senate Bill 5561 appropriated \$19 million in General Funds to Oregon Health Authority (OHA) for a one-time payment to dental care providers to support costs associated with maintaining access and service levels for medical assistance program enrollees. OHA is distributing this money to organizations that administer the Oregon Health Plan (OHP) dental benefit based on a relative percentage of the OHP dental funding received by CCOs and DCOs from January through August 2021.

As a recipient of a portion of this funding, CareOregon Dental has chosen to directly distribute the funds awarded under this grant to our provider network to support dental access and service levels for our OHP members. We would like to provide you a one-time payment of \$107,048.00.

The specific terms for participation in this funding are outlined in the attached Letter of Agreement (LOA). These funds are to support and enhance dental access, provision of care, clinical integration and OHA-CCO dental metrics. By participating in this agreement, you contractually acknowledge that funding must be used to support, stabilize, and enhance your ability and capacity to meet these objectives. In addition, the OHA has indicated they will publicly disclose all payments made to providers via an OHA webpage. By participating in this agreement, you acknowledge that this payment will be made public by OHA.

If you would like to participate and receive these funds, please review, sign, and return the attached LOA by June 17. Any agreements received after July 1 will not be honored due to timeline requirements for disbursement by OHA.

If you have any questions about this funding, please email us at olesitsec@careoregon.org.

Thank you for providing high-quality and accessible care to our members. We value our partnership with you and appreciate your organization's commitment to care for our members.

Sincerely,

A handwritten signature in black ink that reads "Alyssa Franzen".

Alyssa Franzen, DMD
Chief Dental Officer
CareOregon