REQUEST FOR PROPOSALS #2026-05
Interpreter Services
Publish Date: July 13, 2026

CareOregon, Inc. ("CareOregon") [on behalf of CareOregon Advantage, Columbia Pacific CCO, Jackson Care Connect, CareOregon Dental] is inviting submission of proposals for the Interpreter Services project.

Closing Date/Time: **August 11, 2026 - 2:00 PM, Pacific Time**

Project Summary: CareOregon seeks to contract with qualified firm(s) to provide Health Care Interpreter services to CareOregon members. Services may be delivered through employees or a managed network of subcontracted interpreters and must support multiple modalities, including in-person, telephonic, and video remote interpreting.

Contact Information: The CareOregon sole point of contact for the procurement process, **clarifying questions or technical questions** is: Kim Randall at randallk@careoregon.org or call 503-416-4760. A copy of the request for clarifying or technical questions should be sent to vendorservices@careoregon.org.

RFP Location: RFP Documents can be downloaded from OregonBuys at the following address: https://oregonbuys.gov/bso/. Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda or answers to clarifying questions from OregonBuys.

Submission: All proposals must be emailed to **vendorservices@careoregon.org**. Do **not** attempt to submit proposals through or to the OregonBuys website. All proposals must be submitted to the email listed above**.**

CareOregon encourages proposals from minority, women, service-disabled veteran, and emerging small businesses.

****NO PROPOSALS WILL BE RECEIVED OR CONSIDERED AFTER THE ABOVE RFP CLOSING DATE/TIME****

SCHEDULE

Request for Proposals Issued…….....July 13, 2026

Deadline to Submit Clarifying Questions.....August 4, 2026, 5:00 PM, Pacific Time

Request for Proposals Closing Date and Time ("**Closing**").....August 11, 2026, 2:00 PM, Pacific Time

Anticipated Contract Start Date……..... Anticipated Mid-September 2026

SECTION 2
INSTRUCTIONS TO PROPOSERS

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by Procurement, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP until the deadline in the Schedule and to the Contact person and email addresses listed. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit CareOregon to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. CareOregon will consider all the changes requested and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from CareOregon employees or agents to prospective Proposers shall bind CareOregon unless included in an Addendum to the RFP.

2.3 Addenda: If any part of this RFP is changed, an addendum will be published on OregonBuys. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.4 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (this may be on cover letter, or on the Proposal). The Certification page must be signed as well. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. No late Proposals will be accepted.

2.5 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of CareOregon.

2.6 Investigation of References: CareOregon reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. CareOregon may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.7 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by CareOregon), or any other costs are entirely the responsibility of the Proposer and will not be reimbursed in any manner by CareOregon.

2.8 Clarification and Clarity: CareOregon reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.9 Right to Reject Proposals: CareOregon reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in CareOregon's interest, as determined by CareOregon. Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.10 Proposal Terms: All Proposals, including any price quotations, will be valid and firm throughout a period of one hundred and eighty (180) calendar days following the Closing date. CareOregon may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.11 Oral Presentations: At CareOregon's sole option, Proposers may be required to give an oral presentation of their Proposals to CareOregon, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by CareOregon. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.12 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Department will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or as a whole, it will be rejected and will not be submitted to the evaluation committee. CareOregon reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive.

2.13 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other CareOregon employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected. Communication in violation of this restriction may result in rejection of a Proposer.

2.14 Prohibition on Commissions and Subcontractors: CareOregon will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractors shall not use subcontractors to perform the Work unless specifically proposed or authorized to do so by CareOregon. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.15 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, or employee of CareOregon has a pecuniary interest in this Proposal.

2.16 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from CareOregon and potentially external representatives. CareOregon reserves the right to modify the make-up in its sole discretion.

2.17 Nondiscrimination: The successful Proposer agrees that, in performing the Work called for by this RFP and in securing and supplying materials, contractor will not discriminate against or treat differently, any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental disability, national origin or ancestry, or any other class protected by applicable law.

2.18 Best and Final Offer: CareOregon may request best and final offers from those Proposers determined by CareOregon to be reasonably viable for contract award. However, CareOregon reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, CareOregon may select for final contract negotiations/execution the offers that are most advantageous to CareOregon, considering cost and the evaluation criteria in this RFP.

2.19 PROPOSAL CONFIDENTIALITY: Submitted proposals will be treated as confidential and will only be shared internally with applicable staff for this project. Proposers that responded to the RFP will be notified of the award at the completion of the process. Proposer scores and evaluation notes shall remain private and confidential information for CareOregon purposes only.

SECTION 3
SCOPE OF WORK

3.1 BACKGROUND

Founded in 1993, CareOregon is a 501(c)(3) public benefit nonprofit company that draws nearly all its revenue from public programs such as Medicaid (the Oregon Health Plan – "OHP"), Medicare and the State Children's Health Insurance Program ("SCHIP"). Coordinated Care Organizations ("CCOs") are an Oregon innovation that integrates physical, behavioral and oral health care, and treats the whole person.

Through partnerships with our CCOs, we provide integrated managed care services. We partner with Health Share of Oregon to serve the tri-county Portland metro area. We own Jackson Care Connect and Columbia Pacific CCO. In addition to Medicare plans and CareOregon Dental lines of business, Housecall Providers delivers primary, palliative and hospice care to home-bound patients.

Our mission is to inspire and partner to create quality and equity in individual and community health. Our vision is healthy communities for all individuals, regardless of income or social circumstances.

We focus on the total health of our members, not just traditional health care. In teaming up with members, their families and their communities, we help Oregonians live better lives, prevent illness and respond effectively to health issues.

We care about people
We serve Oregonians eligible for the OHP and Medicare Advantage members who have us as their health care option. But that's not all. We are a managed health care company with an overarching goal: to make world-class, high-quality health care available to all Oregon residents, regardless of income.

We support our neighbors
We know that some Oregonians are in need but don't qualify for OHP benefits. We work to strengthen the health care safety net that these Oregonians rely upon, from local health departments and community clinics to rural and migrant health centers. We partner with policy makers and legislators to improve services and provide access to quality care throughout the state, from urban centers to rural neighborhoods.

We work with first-class providers
CareOregon has built a health care delivery system that assures access to physicians and health care professionals who understand special needs and provide quality care regardless of a patient's financial resources.

We work with policy makers to ensure access
We provide OHP enrollees access to health care services in exchange for a per member, per month capitation rate. The Oregon Legislature sets this payment rate. The payments are subject to available state funding. CareOregon takes full financial risk for the health care services our members use. CareOregon, formed by safety net health care providers in the state, is a Safety Net Health Plan. Safety Net Health Plans are nonprofits that derive their revenue from public programs.

To put it simply, CareOregon ensures that members have timely access to high quality health care from a broad network of providers, and CareOregon works hard every day to keep people healthy and active in their homes and communities.

Equity, Diversity, and Inclusion:

CareOregon recognizes that to achieve the vision of "Healthy communities for all individuals, regardless of income or social circumstances," it must intentionally cultivate authentic member engagement, community partnerships, and recruit, retain and develop a staff as diverse as the communities it serves. CareOregon has embarked on a continuous effort to understand the effects of historical, institutional and structural oppression on the various communities represented within its membership and personnel. CareOregon strives internally, and in partnership with other like-minded organizations across sectors, to redress policies, systems and health related environmental issues that affect health care disparities and inequities.

Equity, diversity, and inclusion is a cornerstone of CareOregon's mission, vision and strategic objectives. CareOregon's priority is strengthening our communities by making health care work for everyone by ensuring access to a broader and more diverse network of physical, behavioral, and oral health services that address the individual needs and cultural values of our members and reduces barriers to getting needed care.

It is the intent of CareOregon, through issuance of this RFP, to collaborate with like-minded firms that share the same values and that will take actual steps to embody those values in the services provided to CareOregon and its providers, members and clients.

Project Background:

CareOregon serves a diverse member population, many of whom require language assistance to effectively access healthcare services. As a Medicaid and Medicare organization, CareOregon is responsible for ensuring equitable access to care, including the provision of high-quality interpreter services in clinical settings, Medicare sales, and member questions about their plan or provider referrals.

Interpreter services play a critical role in enabling clear communication between providers and members, supporting accurate diagnoses, treatment adherence, and positive health outcomes. These services are also essential to meeting federal and state regulatory requirements, including Title VI of the Civil Rights Act and Centers for Medicare & Medicaid Services ("CMS") guidelines, which mandate meaningful access to language services for individuals.

Currently, CareOregon supports interpreter services across multiple modalities—including in-person interpretation, telephonic interpretation, and video remote interpretation ("VRI")—to meet the varying needs of clinics, providers, and members. These services are utilized in primary care, dental, specialty care, behavioral health and other clinical environments.

As demand for interpreter services continues to evolve, CareOregon is seeking to ensure that its approach is efficient, cost-effective, scalable, and aligned with best practices in health equity and member experience. Variability in clinic workflows, utilization patterns, and vendor performance has highlighted opportunities to improve standardization, accountability, and overall service quality.

Through this Request for Proposal (RFP), CareOregon aims to evaluate and potentially partner with a vendor(s) that can deliver comprehensive, reliable, and high-quality interpreter services across its network. The intent of this RFP is to establish Contracts with multiple firms to provide high quality services to our members. The goal is to enhance consistency, strengthen compliance, improve the member and provider experience, and support long-term operational sustainability.

3.2 SCOPE OF WORK

1. Overview:

Interpreter services are tightly regulated for Medicaid plans in Oregon and CareOregon is specifically seeking firm(s) who will be able to meet our goals for filling medical appointments with Oregon Certified and/or Qualified Interpreters. CareOregon spans Clackamas, Clatsop, Columbia, Jackson, Multnomah, Tillamook, and

Washington counties and will be seeking to deliver in-person, telephonic and remote services with certified/qualified interpreters in each of these counties.

CareOregon's preference is to contract with local vendors in Oregon and Washington

CareOregon's approach establishes standardized service expectations, pricing structures, and performance requirements across all awarded contractors.

The primary goal of the work is to:

- Improve the quality and accessibility of care for CareOregon members;
- Expand the availability and utilization of Oregon Certified and Qualified Health Care Interpreters;
- Ensure compliance with CMS and Oregon Health Authority ("OHA") requirements;
- Provide meaningful language access across all care settings.

2. Key Definitions:

- Health Care Interpreter: A trained professional and HIPPA compliant individual who provides accurate, complete interpretation while preserving meaning, tone, and intent in a medical setting
- Oregon Certified/Qualified Healthcare Interpreter: An interpreter certified or qualified by OHA
- Fill Rate: Percentage of requested appointments successfully fulfilled
- Service Areas: Clackamas, Clatsop, Columbia, Jackson, Multnomah, Tillamook, and Washington counties (in alphabetical order).
- CareOregon Site/Service Site: Internal CareOregon services and Division of Medical Assistance Program (DMAP) provider locations
- Southern Oregon: refers to Jackson County
- North Coast: refers to Clatsop, Columbia and Tillamook Counties
- Portland Metro: refers to Clackamas, Multnomah and Washington Counties
- Languages of Lesser Diffusion (LLD) are defined as languages that meet both of the following criteria within a defined reporting period:
    - Lower relative demand within the service population (typically less than 5% of total interpretation requests), and
    - Limited interpreter availability, which may result in lower fill rates and/or longer connection times
    - Languages identified as LLD may be managed with adjusted performance expectations to account for market availability, while supporting still meaningful access in alignment with OHA language access requirements.

3. Scope and Service Coverage:

Estimated number of appointments each month per modality for all languages is

In-person	14,000
Telephonic	7,000
VRI	1,600

Contracted services must support:

- CareOregon Sites (services directly provided by CareOregon staff at a CareOregon location(s))
- Service Sites (physical, behavioral, dental, and social service providers working with CareOregon)

4. Strategic Objectives:

CareOregon aims to support a sustainable, high-performing interpreter network that:

- Ensures consistent access to interpreters in members' preferred languages

- Integrates interpreters into the care team across clinical and non-clinical settings
- Enhances member experience and health outcomes
- Supports telehealth accessibility with integrated interpreting services
- Promotes growth and professional development within the interpreter workforce

5. Service Requirements:

5.1 General Requirements

Successful proposers will:

- Provide primarily Oregon Certified and/or Qualified Healthcare Interpreters in clinical settings and, as needed, non-certified/qualified interpreters with appropriate training, experience, and subject matter expertise
- Prioritize assignment of Oregon Certified or Qualified Health Care Interpreters in clinical settings whenever available
- Maintain documentation demonstrating good-faith efforts to secure certified interpreters
- Ensure interpreters adhere to national standards, including the National Code of Ethics for Interpreters in Health Care and Registry of Interpreters for the Deaf ("RID") Code of Professional Conduct
- Coordinate all scheduling, logistics, and administrative functions
- Utilize standard systems for scheduling, communication, and invoicing
- Investigate and resolve complaints related to quality, compliance, or service delivery

5.2 Staffing and Operational Expectations (on-boarding methods)

Successful proposers will demonstrate ability to:

- Maintain sufficient staffing to meet fluctuating demand across service areas
- Provide efficient scheduling to maximize fill rates and minimize costs
- Ensure interpreters are appropriately matched to the complexity of each assignment
- Support services across:
    - Medical and behavioral health visits
    - Dental visits
    - Home visits and community-based services
    - Multidisciplinary care team meetings
    - Non-clinical and social determinant-related services
- Contractors may subcontract individual interpreters but must retain full responsibility for service delivery and may not subcontract core administrative functions without prior written approval

5.3 Availability and Emergency Support

We will prioritize utilizing Contractors who can offer the following:

- Services must be available 24 hours per day, 7 days per week
- Contractors must support emergency response scenarios requiring rapid interpreter deployment
- Interpreters assigned to emergency situations must be appropriately trained and prepared

5.4 Service Modalities

For all modalities, Contractor must have documented workflow of how they prioritize always filling with Oregon Certified and/or Qualified Healthcare Interpreters in clinical settings and how they are always working to improve access across all clinical sites and modalities for certified and qualified interpreters.

a) In-Person Interpreting
    - Provide in-person services across all CareOregon and Service Sites
    - Meet required fill rates and quality targets
    - Ensure compliance with site-specific health and safety requirements, including immunizations
b) Telephonic Interpreting (OPI)
    - Provide both on-demand and pre-scheduled services 24/7

- Maintain a dedicated, toll-free access line
- Meet defined response time and fill rate standards
- Ensure compliance with CMS timeliness and access requirements

c) Video Remote Interpreting (VRI)
- Provide on-demand and scheduled VRI services 24/7
- Supply all necessary technical infrastructure on the contractor side
- Ensure platform reliability and service quality

6. Quality and Performance Expectations:

6.1 Fill Rate and Access
- Contractor must meet or exceed monthly fill rate targets across all modalities
- Performance will be measured by language tier and service type – see example table below.

The following chart is an example intended to demonstrate a potential framework for categorizing languages and aligning fill rate expectations.

Spoken Langauage Interpretating			
		Mandatory Monthly Health Care Fill Rates	Certified/Qualified Monthly Goal
In person appointments scheduled at least 48 hours in advance (Standard)	Tier 1 Languages	90% Fill Rate	75% Fill Rate
	Tier 2 Languages (including LLD)	70% fill rate	40% Fill Rate
In Person appointments scheduled less than 48 hours in advance (Rush)	Tier 1 Languages	70% Fill Rate	65% Fill Rate
	Tier 2 Languages (including LLD)	50% Fill Rate	35% Fill Rate
Video (Scheduled or on-demand)	Tier 1 Languages	95%	45% Fill Rate
	Tier 2 Languages	95% Fill Rate	35% Fill Rate
Telephonic (Scheduled or on-demand)	Tier 1 and Tier 2 Languages (including LLD)	95% Fill rate	45% Fill Rate
			35% Fill Rate

Sign Language			
		Portland Metro	Southern Oregon and North Coast
In Person ASL Appointments scheduled at least 48 hours in advance		95% Fill Rate	75% Fill Rate
In Person ASL Appointments scheduled less than 48 hours in advance		70% Fill Rate	40% Fill Rate
ASL Video		95% Fill Rate	95% Fill Rate
Other Sign Languages for Video and In person		Must be able to provide regular reporting on outreach and other effors to increase availability	

Tier I Languages:

Portland Metro: Spanish, Arabic, Cantonese, Mandarin, Russian, Somali, Vietnamese, Amharic, Burmese, Persian/Farsi, Romania, Dari, Ukrainian, Korean.

Southern Oregon/North Coast: Spanish

Tier II Languages (All Regions) – All other languages

Based on 2025 utilization, interpretation estimates are as follows for projected appointments for 2027:

A. Columbia Pacific CCO, LLC (Columbia, Clatsop, and Tillamook Counties): 1500 appointments total
- Spanish: 1300

- American Sign Language: 45
- Arabic: 33
- Chinese, Yue: 30
- Vietnamese: 25
- Thai: 25
- Chinese, Mandarin: 10
- Khmer, Central: 10
- Other languages include (n= <10): Panjabi (Eastern), Tagalog, Burmese, Korean, Russian, Cantonese, Karen languages, Mandarin, Italian, Samoan, Swahili

B. Jackson County CCO, LLC (Jackson County): 4800 appointments total

- Spanish: 4500
- American Sign Language: 200
- Chinese, Yue: 45
- Chinese, Mandarin: 40
- Ukrainian: 30
- Russian: 20
- Tagalog: 10
- Other languages include (n=<10): Dari, Korean, Vietnamese, Hindi, Panjabi, Eastern, Mandarin, Persian / Farsi, Bengali, Punjabi, Thai, Urdu, Burmese, Maay, Samoan, Chinese (Min Dong), Chuukese, English, Gujarati, and Khmer (Central)

C. Portland Metro Area (Multnomah, Washington, and Clackamas Counties): 190,000 appointments total

- Spanish: 94,000
- Russian: 14,000
- Arabic: 10,000
- Chinese, Yue: 10,000
- Vietnamese, Dari, and Ukrainian: 5000-10,000 appts for each language
- Somali. American Sign Language, Chinese (Mandarin), Rohingya, Cantonese, Farsi, Burmese, Nepali, Amharic, Persian (Farsi), Chuukese, Romanian, Korean, Pashto: 1000-5000 appointments for each language
- Karen, Haitian, Toishanese, Zomi, Pushto/Pashtu, Khmer (Central), Oromo, Tigrinya: 500-1000 appts for each language
- Haitian Creole, French, Thai, Bosnian, Rwanda, Lao, Tagalog, Maay, Panjabi (Eastern), Hmong, Kinyarwanda, Armenian, Marshallese, Akateko, Zo, Hindi, MayMay, Urdu, Kurdish / Kurdish Sorani, Turkish, Kurdish: 100-500 appointments per language
- Other languages include (n= <100): Persian (Iranian), Farsi (Iranian), Dari, Afghan, Afghani (Dari), Japanese, Iu Mien, Mien, Akateko, Toisanese (Taishanese), Laotian, Arabic (Standard), Arabic (Egyptian Spoken), Arabic (Sudanese Spoken), Arabic (Moroccan Spoken), Arabic (Judeo-Iraqi), Polish, Khmer (Cambodian), Maay Maay, Portuguese, Portuguese (Brazilian), Bengali (Bangla), Q'anjob'al (Kanjobal), Punjabi (Panjabi), French Creole, French-based Creoles / Patois, Rundi (Kirundi), Chinese (Cantonese, Min Nan, Hakka, Shanghainese, Taishanese), Lingala, Sango, Oromo (Oromifa), Indonesian, Chuj, Albanian, Croatian, K'iche' (Quiche), Kurdish (Central / Sorani), Kurdish (Bahdini), Sorani, Mixteco (Bajo), Tongan, Congo Swahili, Swahili (Kiswahili), Samoan, Wolof, Zomi (Chin), Bulgarian, Tibetan (Central), Tibetan, Serbian, Gujarati, Krio, English, Sinhala, Hungarian, Igbo, Yoruba, Dotyali, Karenni, Malay, Mam, Q'eqchi', Taiwanese, DeafBlind (tactile), Dinka, Pohnpeian, Greek, Ilocano, Chin (Tedim), Hausa, Mandinka, Miskito, Neapolitan, Tamil, Cape Verdean Creole, Congo, Deaf Interpreter (CDI), Dutch, Fulah (Pular),

Italian, Kaqchikel–K'iche' Mixed Language, Kibajuni, Malaysian, Moldavian (Moldovan), Mongolian, Quechua, Spanish (Latin American), Wik Mungkan

6.2 Certification Requirements

A core objective is to increase utilization of OHA Certified/Qualified Interpreters. Contractors must:

- Demonstrate quarterly improvement in certified interpreter utilization
- Meet or exceed annual performance targets
- Support long-term alignment with OHA goals for certified interpreter usage

6.3 Continuous Improvement

Contractors are expected to:

- Contribute to workforce development and training initiatives
- Partner with CareOregon on service innovation and process improvement

7. Compliance and Flexibility:

- Contractors must comply with all CMS and OHA requirements, including future regulatory updates as needed.
- CareOregon reserves the right to revise service standards as needed
- Establish and maintain a regular cadence of meetings (at minimum, monthly) with CareOregon to review program utilization, identify barriers to access or performance, and proactively recommend opportunities for improvement
- Develop and deliver ongoing reporting on utilization and key performance metrics. Reports must be provided in a format and frequency agreed upon with CareOregon with a summary of anticipated reports listed below:

Monthly Progress Reports:	**Comprehensive Quality Assurance Reports:**	**Annual Performance Review:**
Contractor shall be required to submit monthly progress reports that identify information, including but not limited to: Utilization of Language Services Metrics by region Fill Rate data Appointment Status Tracking Certified and Qualified Interpreter Metrics	Quarterly Review Meetings: Contractor and CareOregon will participate in quarterly review meetings that focus on items such as: Current quarterly performance goals Metrics by region Performance successes and challenges Establish next quarterly performance goals Long term service enhancement progress	Annually (in addition to the fourth quarter review meeting), Contractor and CareOregon will participate in an annual review that focuses on items such as: Any changes to the performance metrics Overall service evaluation Service enhancement goals for the next year Specific equity, diversity, and inclusion efforts and goals for client engagement Review of Contractor equity, diversity, and inclusion goals for both its employees and subcontractors Review of living wage for Contractor's employees and subcontractors Contract updates/changes

8. Billing Requirements: Contractor may not separately bill any Service Site, provider, or network clinic for any other services or fees associated with the CareOregon member service. The authorized fees in the resulting Contract are the exclusive allowable fees for any Contractor service to a CareOregon member. Invoice reporting is very specialized and should follow the example listed in **Attachment 2**.

9. Partnership Expectations:

The awarded Contractors are intended to establish a collaborative partnership focused on:

- Innovation in interpreter service delivery
- Expanding access and equity in care
- Improving operational efficiency and scalability
- Strengthening the interpreter workforce

3.3 Award and Implementation Schedule:

Anticipated Contract award(s) is September 2026. Once contract is awarded, we anticipate a 3-month (October through December 2026) implementation and on-boarding process. CareOregon anticipates a Go-live date no later than January 1, 2027.

3.4 Term of Contract:

The term of the contract shall be from the effective date through December 31, 2028**,** with the option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties.

3.5 Sample Contract:

Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 of this RFP pertaining to requests for clarification of the RFP/specifications. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at https://careoregon.org/contact-us/vendor-resources.

Professional Services Contract (unless checked, item does not apply)
The following paragraphs of the Professional Services Contract will be applicable:

☒ Criminal Background Check Requirements
☒ Protection of Patient Privacy and Security (Is PHI included)
☐ Travel and Other Expense is Authorized (CareOregon Contractor Travel Reimbursement Policy)
☒ CareOregon Data Security Requirements (Access to CO data)
☒ CareOregon Medicare Compliance Addendum
☒ Medicaid Subcontractor Exhibit (Template Attached as **Attachment 1**)

Required Insurance: Workers' Compensation, Professional Liability ($1/$2M), General Liability ($1/$2M), Automobile ($1M), If CareOregon needs special insurance, the boxes below will be checked for that special insurance.

☒ Abuse & Molestation
☐ Other:_____

SECTION 4

EVALUATION PROCEDURE

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final CareOregon decision maker based on the highest scoring Proposal. The CareOregon decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication must be facilitated through the assigned Procurement Analyst.

4.2 Evaluation Criteria

Category	**Points available:**
Proposer's General Background and Qualifications	0-30
Scope of Work	0-35
Equity, Diversity, and Inclusion Efforts	0-5
Fees	0-30
Available points	**0-100**

4.3 Once a selection has been made, CareOregon will enter into contract negotiations. During negotiation, CareOregon may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of Work and associated fee that best represents the efforts required. If CareOregon is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and CareOregon deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5
PROPOSAL CONTENTS

5.1 Vendors must adhere to submission instructions and be advised as follows:

1. Complete Proposals must be emailed to vendorservices@careoregon.org. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.
2. CareOregon reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should CareOregon deem such information necessary.
3. **Proposal may not exceed a total of 25 pages (single-sided), inclusive of all exhibits, attachments or other information.**
4. Proposers are required to structure Proposals following the below question outline. It is important for answers to be clear and concise.

5.2 Proposer's General Background and Qualifications (Max 30 points):

1. Description of the firm.
2. Describe your organization's ability to fulfill clinical interpretation appointments using Oregon Certified/Qualified Interpreters, including;
   a) Total number of interpreters available by language
   b) Coverage across the different modalities identified in Section 5.4
3. Describe your minimum qualifications and onboarding requirements for interpreters in your network.
4. How do you support interpreter credentialing, including:
   a) Oregon certification/qualification
   b) Ongoing training and continuing education
5. Description of providing similar services to entities of similar size within the past five (5) years.
6. What is your customer retention rate?
7. Description of the firm's ability to meet the requirements in Section 3 – Scope of Work.
8. Description of what distinguishes the firm from other firms performing a similar service.
9. Describe if your firm is currently or potentially engaged in litigation.
10. Provide information demonstrating that your firm is financially stable.
11. Identify any issues or concerns in social media about your firm?
12. Describe any of the proposed services that will be performed by offshore (not US state or US territory) employees or subcontractors?

5.3 Scope of Work (Max 35 points for all sections):

Interpreter Workforce & Coverage

1. Explain how you prioritize and fulfill requests across:
   - Pre-scheduled vs on-demand needs
   - In-person, OPI and VRI modalities
   - Competing requests for Oregon Certified/Qualified Interpreters
2. Provide details on your language capabilities:
   - Top 20 most requested languages
   - Please provide the top 50 languages currently supported, and another list of for all languages supported.
   - Ability to support indigenous, or emerging languages including:
     - Sourcing Strategy
     - Typical lead times
3. Describe your ability to support the following:
   - After normal business hours interpretation services
   - Emergency situations

- Coverage across all service areas for both Oregon Certified/Qualified interpreters and overall interpreter network.

4. What percentage of requests are fulfilled using subcontractors or partner agencies?

Capacity Management & Contingency Planning

5. Please define when a request is considered at risk of going unfilled and describe the following:
   - Escalation protocols
   - Client notification timelines and methods
   - Alternative solutions offered
6. Describe your contingency plan when demand exceeds availability of Oregon Certified/Qualified interpreters, including:
   - When and how non-certified interpreters may be used. Do you obtain client permission before assigning non-certified interpreters?
   - What are the safeguards and prioritization methods?
   -

Quality, Training & Performance Management

7. Explain your quality assurance process
   - Monitoring interpreter performance and accuracy
   - Ensuring constancy across in-person, OPI and VRI modalities
   - Managing high-risk or complex clinical encounters
8. Describe your standards and practices related to:
   - Cultural competency
   - Health equity
9. How do you ensure high-quality customer service for clients and patients?

Experience and Past Performance:

10. Describe your experience providing clinical and community interpretation for Deaf and Hard of Hearing communities in Oregon.
11. Provide examples of service challenges:
    - A client complaint about interpreter's performance
      - Actions taken from intake through resolution
      - Communication with clients and interpreters
      - Final outcome
    - A situation where language access needs were not met and patient care was impacted:
      - Description of the incident
      - Immediate mitigation steps
      - Corrective and preventative actions
      - Measurable improvements
12. Describe your end-to-end complaint and service failure management process including:
    - Intake
    - Escalation
    - Root cause analysis
    - Resolution tracking

Data Security, Reporting & Billing

13. Describe your approach to:
    - Data security and HIPAA compliance
    - Protection of patient and client information
14. Explain your billing and reporting capabilities, including:
    - Process to prevent billing errors
    - Ability to support audits and provide detailed utilization records

- Alignment with claims-based invoicing workflows
- Ability to process Invoices similar to Attachment 2.
- Handling of disputes and billing corrections

Implementation & Client Support

15. Describe your on-boarding and implementation process for new clients, including:
    - Typical implementation timeline
    - Training provided for clinical and administrative support staff.

5.4 Equity, Diversity and Inclusion Efforts (Max 5 points):

1. Describe your firm's equity, diversity and inclusion values, policies, efforts, and successes. Include specific details of efforts and how they have shaped the composition and spirit of your firm.
2. Supplier diversity is the intentional inclusion of historically underutilized businesses in a firm's supply base to achieve innovation, cost reduction, and building economic growth in our communities. If you plan to use subcontractors or other third-party services for the services proposed to CareOregon, describe your supplier diversity program.
3. Outline the specific elements of your proposed services that will support and advance CareOregon's equity, diversity, and inclusion mission.

5.5 Fees (Max 30 points):

The separate ***Excel File*** Fee Schedule should be completed for rates per language tier, and region for the different modalities. If there are other rate considerations, please submit those additional fees or a substantially similar fee schedule. **NOTE:** In the fee schedule there is a column that has C/Q Status: "**C"** means "Certified", "**Q"** means "Qualified" as discussed in Section 3 Scope of Work.

CareOregon is interested in exploring competitive rate structures (example: reduced rate when certain amount of business is directed to your agency). If applicable, please also include your own competitive rate structures, billing, discounts, or bonus/penalty proposals. (Information should be included within the proposal page limit criteria)

5.6 References (No points awarded).

Provide at least three (3) references from clients your firm has served similar to CareOregon in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from CareOregon staff, but additional references may be supplied. Points awarded for this criteria are based on both the providing of references as well as information gleaned from the provided contacts. Evaluation Committee members may contact references at their sole discretion.

5.7 Completed Proposal Certification (see the form next page)

ATTACHMENTS:

Attachment 1 – Template Medicaid Subcontractor Exhibit

Attachement 2 – Template Invoice Reporting requirements

PROPOSAL CERTIFICATION
RFP #2026-05 Interpreter Services

Submitted by:_____
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. NONDISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, color, creed, age, religious affiliation, sex, marital status, disability, sexual orientation, gender identity, national origin, veteran status, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION II. CONFLICT OF INTEREST: The undersigned hereby certifies that no officer, agent or employee of CareOregon is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the CareOregon, its officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION III. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments);
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal.

Name:_____ Date:_____

Signature:_____ Title:_____

Email:_____ Phone:_____

Oregon Business Registry Number:_____ OR CCB # (if applicable):_____

Proposer Primary Point of Contact (Coordination during process and for award information):

Name:_____

Email:_____ Phone:_____

Business Designation (check one):
☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

Minority (MBE), Women (WBE), Service-Disabled Veteran (SDV), and Emerging Small Business (ESB):

Certified by the State of Oregon (provide certification number as applicable):
MBE ☐ WBE ☐ SDV ☐ ESB ☐
Self-identified (check as applicable):
MBE ☐ WBE ☐ SDV ☐ ESB ☐

ATTACHMENT 1

EXHIBIT X

Delegated CCO Health Plan Services

CareOregon serves Oregon's Coordinated Care Organizations ("CCO") by providing certain health plan services under contracts with CCOs. All CCOs are parties to standard agreements with the Oregon Health Authority ("OHA") titled, "Oregon Health Plan, Health Plan Services Contract," "Non-Medicaid Health Plan Services Contract," and "Oregon Health Plan, Bridge – Basic Health Program Health Plan Services Contract," collectively referred to in this Exhibit as the "CCO Contract". The CCO Contract applies to CareOregon as the primary subcontractor of a CCO. As a downstream subcontractor of CareOregon, [Subcontractor] also agrees to provide its services pursuant to the CCO Contract.

All requirements set forth in Section 12 of Exhibit B, Part 4 of the CCO Contract and any other applicable provisions of the CCO Contract that apply to CCO Subcontractors also apply to [Subcontractor]'s Downstream Entities as defined in this Exhibit __. For purposes of this Exhibit __, "Downstream Entity" means any party that enters into a written or oral contract or other agreement with [Subcontractor] pursuant to which such party performs one or more of the obligations of [Subcontractor] under the [Subcontractor]'s [Services Agreement] with CareOregon. Regardless of the number of parties that are downstream from [Subcontractor], a party is deemed a "Downstream Entity" of [Subcontractor] if such party is, pursuant to a written or oral contract or agreement, performing the obligations [Subcontractor] is required to perform on behalf of CareOregon under the [Services Agreement].

[Subcontractor] shall comply with the provisions in this Exhibit to the extent that they are applicable to the goods or services provided by [Subcontractor] under this Exhibit for Delegated CCO Health Plan Services ("Exhibit"). Capitalized terms used in this Exhibit, but not otherwise defined in the Exhibit, shall have the same meaning as those terms in the CCO Contract, including definitions incorporated therein by reference. In the event of a conflict or inconsistency with any term or condition in any contract documents between [Subcontractor] and CareOregon ("Agreement"), this Exhibit shall control.

1. **Service Area and Enrollment Limits.** For the purposes of this Exhibit, [Subcontractor]'s Service Area is all zip codes contained in the service areas of:

   Health Share of Oregon

   Jackson County CCO, LLC dba Jackson Care Connect

   Columbia Pacific CCO, LLC

2. **Interpretation and Administration of Exhibit.** The parties acknowledge and agree that this Exhibit is subject to the terms and conditions of the CCO Contract, which is the standard agreement used by the Oregon Health Authority ("OHA") with all CCOs. The parties shall interpret and administer this Exhibit in accordance with the CCO Contract General Provisions Section 4.3 titled "Interpretation of Contract" which shall be incorporated herein by reference.

   The parties further acknowledge and agree that in the event that any provision, clause or application of this Exhibit is ambiguous with respect to the delegation of CCO Contract provisions due to drafting, technical or similar issues, the parties shall interpret this Exhibit in a manner consistent with the original intention of the

parties, to allow CareOregon to delegate duties and obligations to [Subcontractor] related to providing services that are Covered Services, as outlined in the statements of work, to Members under the CCO Contract as CareOregon deems reasonably possible and appropriate in light of [Subcontractor]'s mission and objectives.

3. **Performance of Exhibit.** [Subcontractor] agrees to perform its duties and obligations under this Exhibit in accordance with the CCO Contract, applicable federal, state, and local laws, the terms and conditions of this Exhibit, and all applicable policies and procedures adopted by CareOregon and agreed to by [Subcontractor]. If [Subcontractor] fails to comply with any provisions of this Exhibit or with CareOregon policies and procedures, CareOregon may terminate this Exhibit.

4. **Definitions.** Capitalized terms used in this Exhibit, but not otherwise defined in the Exhibit, shall have the same meaning as those terms in the CCO Contract, Exhibit A.

5. **Payment Contingent on CCO Receiving Payment**. Under Exhibit B, Part 4, Section 12(d) of the CCO Contract, [Subcontractor] understands and agrees that if CareOregon is not paid or not eligible for payment by OHA for services provided because the applicable CCO is not paid, [Subcontractor] will not be paid or be eligible for payment by OHA.

6. **Key Deliverables**
   a. **Reporting Requirements.** [Subcontractor] will assist in all applicable reporting requirements in the CCO Contract associated with the scope of the delegated health plan services being performed as outlined in the statement(s) of work. CareOregon will share these CCO Contract reporting requirements with [Subcontractor] as soon as reasonably possible so [Subcontractor] can adequately prepare to produce such reports. [Subcontractor] shall track and maintain a record of any complaints or Grievances received in relation to the performance of services under the Agreement, immediately forward any such complaints or Grievances to CareOregon, and cooperate with CareOregon in its investigation of any such Grievances received. Additionally, [Subcontractor] will produce any additional reports as reasonably requested by CareOregon in order for it to carry out its oversight and monitoring duties. If the reporting requested materially differs from existing reporting by [Subcontractor] to CareOregon, then [Subcontractor] and CareOregon will reasonably cooperate as to such additional reporting requirements including additional fees that may apply with respect to such reporting.

   b. **Financial Reporting Requirements.**

      i. [Subcontractor] shall follow and use Generally Accepted Accounting Principles in the preparation of all financial statements and reports filed with CareOregon, unless CareOregon policies and procedures or written reporting instructions allow otherwise.
      ii. [Subcontractor] shall maintain sound financial management procedures and demonstrate to CareOregon through proof of financial responsibility that it is able to perform the work required under the [Services Agreement] efficiently, effectively and economically and is able to comply with the requirements of the [Services Agreement].
      iii. [Subcontractor] shall cooperate with CareOregon to submit any information required for CareOregon to complete the reporting required under Exhibit L of the CCO Contract including but not limited to annual audited financial statements as needed.

   c. **BAA required for Delegated Health Plan Services**. The services provided under this Exhibit are being delivered on behalf of CareOregon because [Subcontractor] is performing on contractual obligations for

health plan services. This is distinct from the actual delivery of health care services. As a result, under this Exhibit [Subcontractor] is acting as the Business Associate of CareOregon and a Business Associate Agreement is required to be executed between the parties, which the parties confirm they have entered into.

d. Additional Actions Required Following Notice of Termination. After providing notice of contract termination to CareOregon, [Subcontractor] shall:

i. Submit to CareOregon a Transition Plan detailing how [Subcontractor] will fulfill its continuing obligations under this Exhibit and identifying an individual (with contact information) as [Subcontractor]'s transition coordinator. The Transition Plan is subject to approval by CareOregon. [Subcontractor] shall make revisions to the plan as requested by CareOregon. Failure to submit a Transition Plan and obtain written approval of the Transition Plan by CareOregon may result in CareOregon extending the termination date by the amount of time necessary in order for CareOregon to provide a Transition Plan or approve the Transition Plan submitted by [Subcontractor]. The Transition Plan shall include the prioritization of high-needs Members for care coordination and other Members requiring high level coordination.

ii. Submit reports to CareOregon every thirty (30) calendar days five (5) days prior to the OHA reporting deadline, or as otherwise agreed upon in the Transition Plan, detailing [Subcontractor]'s progress in carrying out the Transition Plan. [Subcontractor] shall submit a final report to CareOregon describing how [Subcontractor] has fulfilled all its obligations under the Transition Plan including resolution of any outstanding responsibilities.

iii. Maintain adequate staffing to perform all functions specified in this Exhibit during any transition of care.

iv. Cooperate with CareOregon to arrange for orderly and timely transfer of Members from coverage under this Exhibit to coverage under new arrangements authorized by CareOregon. Such actions of cooperation shall include but are not limited to [Subcontractor] continuing to provide care coordination until appropriate transfer of care can be arranged for those Members in a course of treatment for which change of Subcontractors could be harmful.

e. Continuity of Care. The parties shall cooperate in ensuring the transition of the Members' care, and wrap-up of all duties and responsibilities, upon the termination or expiration of this Exhibit. [Subcontractor] shall ensure:

i. Continuation of services to members for any period and Covered Service for which CareOregon has actually paid Compensation to [Subcontractor];

ii. Orderly and reasonable transfer of member care in progress at the end of the Term, whether or not those members are hospitalized;

iii. Timely submission of information, reports and records, including encounter data, required to be provided to CareOregon and OHA relating to services provided.

iv. If [Subcontractor] continues to provide services to a member after the contract termination, CareOregon shall have no responsibility to pay for such services pursuant to this Exhibit.

f. External Quality Review. [Subcontractor] shall cooperate with CareOregon, the applicable CCO, and OHA by providing access to records and facilities for the purpose of an annual external, independent

professional review of the quality outcomes and timeliness of, and access to Covered Services furnished under this Exhibit, pursuant to CCO Contract Exhibit B, Part 10, Section 8.

g. **Monitoring and Delegation Oversight**. As a subcontractor of a health plan function, [Subcontractor] agrees it is considered a Subcontractor under the CCO Contract and agrees to participate in CareOregon's required monitoring and delegation oversight activities as listed in Exhibit B, Part 4, Section 12 of the CCO Contract, including but not limited to:

   i. Ongoing oversight and monitoring of [Subcontractor]'s compliance with the terms of this Exhibit, including, without limitation, compliance with records security and retention policies and procedures.

   ii. At least once per year, cooperating with CareOregon to produce a formal review of [Subcontractor]'s performance under this Exhibit, referred to as the "Annual Subcontractor Performance Report (SPR)" in the CCO Contract.

   iii. The Annual SPR will include at minimum the following elements:

      1. Date of SPR completion;

      2. SPR look-back time period;

      3. List of CareOregon's formal compliance reviews of [Subcontractor] or the specific deliverables used to monitor Subcontractor's performance (or any combination thereof) and the look-back time periods for the applicable reviews or deliverables;

      4. If [Subcontractor] failed to submit a deliverable, submitted a deliverable untimely, or submitted an incomplete deliverable (or all or any combination thereof) and such submission(s) affected CareOregon's ability to adequately monitor [Subcontractor]r's Work, identification of the deliverable involved and the follow-up action taken by CareOregon or Subcontractor (or both);

      5. Overall outcome of the SPR and identification of the level of Subcontractor's performance (i.e., compliant, partially compliant, non-compliant);

      6. An assessment of the quality of [Subcontractor]'s performance of contracted Work;

      7. Any complaints or Grievances filed in relation to [Subcontractor]'s Work;

      8. Any late submission of reporting deliverables or incomplete data;

      9. Whether employees of [Subcontractor] are screened and Monitored for federal exclusion from participation in Medicaid, as evidenced by logs documenting completion dates of exclusion checks. [Subcontractor] will review the Office of Inspector General ("OIG") and System for Award Management ("SAM") exclusion lists prior to initial hiring or contracting, and then monthly thereafter to ensure that individuals providing services under the Agreement are not debarred, suspended or excluded. [Subcontractor] shall also promptly notify CareOregon if an employee or Downstream Entity providing services under this [Agreement] has been debarred, suspended, or excluded from participating in any federal healthcare programs;

      10. Result of [Subcontractor]'s compliance program review (i.e., compliant, partially compliant, non-compliant) and whether [Subcontractor] monitors its Downstream Entity(ies), if applicable;

11. Whether employees of [Subcontractor] undergo a criminal background check prior to starting any work identified in the Agreement, as evidenced by logs documenting completion dates of employee background checks;

12. The adequacy of [Subcontractor]'s compliance functions including all Fraud, Waste, and Abuse policies and procedures required in Exhibit B, Part 9, Sections 12-20 of the CCO Contract; and

13. Any deficiencies that have been identified by CareOregon related to work performed by [Subcontractor] or its Downstream Entities. The list of deficiencies shall include findings/areas for improvement, including details on what those are and how they were/will be remediated.

iv. In the event CareOregon or OHA identifies any deficiencies or areas for improvement, CareOregon will require [Subcontractor] to implement a Corrective Action Plan to remedy such deficiencies. The timeline for remedying deficiencies will comply with timeframes prescribed by OHA, if any.

h. Program Integrity.

i. **Overview of OHA Monitoring and Compliance Review**. OHA is responsible for monitoring CCO compliance with the terms and conditions of the CCO Contract and all applicable laws. If after conducting an audit or other compliance review of the CCO and CareOregon, [Subcontractor]'s compliance cannot be determined, or if OHA determines that the CCO, CareOregon, and/or [Subcontractor] has breached the terms or conditions of the CCO Contract, OHA may impose Sanctions on the CCO which will be applied to CareOregon and [Subcontractor] in so far as the Sanctions relate to that entity's work performed under this Exhibit. A larger explanation of OHA's authority and potential sanctions are contained in Exhibit B, Part 9 of the CCO Contract (excluding Exhibit B, Part 9, Sections 2.b.7, 8 and 11).

ii. Exhibit B, Part 9, Sections 12-20 of the CCO Contract is delegated to [Subcontractor]. These sections require Subcontractors to (i) develop and implement a Fraud, Waste, and Abuse prevention and detection program, policies and procedures, and annual training requirements that ensure compliance with 42 CFR Part 455, 42 CFR Part 438, Subpart H, OAR 410-120-1510, OAR 410-141-3520, OAR 410-141-3625, and Exhibit B, Part 9, Section 12 of the CCO Contract; (ii) annually create a Fraud, Waste, and Abuse prevention plan for implementing its policies and procedures in compliance with Exhibit B, Part 9, Section 13 of the CCO Contract; (iii) conduct program integrity audits and report to the appropriate entities any overpayments made to Providers, subcontractors, or other third parties, if applicable; (iv) report Fraud, Waste, and Abuse in compliance with Exhibit B, Part 9, Section 18 of the CCO Contract; (v) conduct an annual assessment of the quality and effectiveness of its Fraud, Waste, and Abuse Prevention Plan and the related policies and procedures in compliance with Exhibit B, Part 9, Section 19 of the CCO Contract; (vi) maintain records of all program integrity audits and investigations relating to suspected Fraud, Waste, and Abuse, or overpayments, including the detail necessary to substantiate all actions taken and outcomes reached; (vii) allow access to program integrity audit and investigation supporting documents, information, systems, and facilities in accordance with Exhibit B, Part 9, Section 18 and Exhibit D, Section 15 of the CCO Contract and (viii) provide annual education and training to employees who are responsible for credentialing. Such annual education and training must include material relating to, as set forth in 42 CFR §§ 438.608(b) and 438.214(d): (a) the credentialing and enrollment of Providers and Subcontractors, and (b) the prohibition of employing, subcontracting, or otherwise being affiliated with (or any combination or all of the foregoing) with sanctioned individuals. It is a requirement of

CareOregon to ensure that [Subcontractor]complies with the terms and conditions set forth in Exhibit B, Part 9, Sections 12-20 of the CCO Contract. Oversight and monitoring of these requirements may be performed at regular intervals including but not limited to at minimum an annual Delegation Oversight review.

i. Privacy, Security and Retention of Records.

i. [Subcontractor] shall ensure record keeping policies and procedures are in accordance with 42 CFR § 438.3(u). Notwithstanding any shorter retention period that may be required under 42 CFR §§ 438.5(c), 438.604, 438.606, and 438.608, [Subcontractor] shall maintain all records and documents specified in this Exhibit.

ii. [Subcontractor] shall develop and maintain a record keeping system that: (a) Includes sufficient detail and clarity to permit internal and external review to validate encounter submissions and to assure Medically Necessary services are provided consistent with the documented needs of the Member; (b) Conforms to accepted professional practice and any and all applicable laws; (c) Is supported by written policies and procedures; and (d) Allows CareOregon to ensure that data received from [Subcontractor] is accurate and complete by: verifying the accuracy and timeliness of reported data; screening the data for completeness, logic, and consistency; and collecting service information in standardized formats to the extent feasible and appropriate.

iii. In the event [Subcontractor] Discovers a security breach or has a reasonable belief there has been a security breach of CareOregon Data or there has been any other unauthorized disclosure, access, theft, or loss of any CareOregon Data, personal information, or other Protected Information whether in raw form or compilation thereof, that is in the possession, custody or control of [Subcontractor], [Subcontractor] shall promptly, but in no event more than one (1) business day after [Subcontractor] makes such Discovery, notify CareOregon of such incident and provide CareOregon with information necessary for CareOregon to satisfy its reporting obligations to OHA under Exhibit B, Part 8, Section 2 of the CCO Contract.

j. Participation in Health Equity Plan. CareOregon must develop and implement a Health Equity Plan designed to address the cultural, socioeconomic, racial, and regional disparities in health care that exist among OHP members and the communities within the CCO(s) Service Area. In so far as the Health Equity Plan includes functions that [Subcontractor] is performing on behalf of CareOregon, [Subcontractor] will participate and contribute to the development and execution of the Health Equity Plan.

7. CCO Subcontractor Requirements. As a Subcontractor of CareOregon, under the CCO Contract, [Subcontractor] is required to comply with Exhibit B, Part 4, Section 12; Exhibit B, Part 9, Sections 12-20; Exhibit E, Required Federal Terms and Conditions in its entirety; and Exhibit D, Section 19 which requires subcontracts to include Exhibit D, Sections 1, 2, 3, 4, 15, 16, 18, 19, 24, and 30-32.

a. Subcontractor Requirements (CCO Contract Exhibit B, Part 4, Section 12)
[Subcontractor] agrees to comply with the general Subcontractor Requirements listed in Exhibit B, Part 4, Section 12 of the CCO Contract to the extent they apply to [Subcontractor]'s scope of work under the [Agreement]. These Subcontractor Requirements include, but are not limited to, the following:

i. [Subcontractor] will comply with the payment, withholding, incentive, and other requirements set forth in 42 CFR § 438.6 that are applicable to the Work under the Agreement.

ii. Where applicable, [Subcontractor] will submit valid claims for services including all the fields and information needed to allow the claim to be processed within timeframes for valid, accurate, Encounter Data submission as required under Ex. B, Part 8 of the CCO Contract.

iii. [Subcontractor] will comply with all applicable laws, including, without limitation, all Medicaid laws, rules, regulations, as well as all applicable sub-regulatory guidance and contract provisions.

iv. [Subcontractor] agrees that OHA, the Oregon Secretary of State, CMS, HHS, the Office of the Inspector General, the Comptroller General of the United States, or their duly authorized representatives and designees, or all of them or any combination of them, have the right to audit, evaluate, and inspect any books, Records, contracts, computers or other electronic systems of [Subcontractor], or of [Subcontractor]'s contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under the Agreement.

v. [Subcontractor] agrees that the right to audit by OHA, CMS, the DHHS Inspector General, the Comptroller General or their designees, will exist for a period of ten (10) years from this Agreement's Expiration Date or from the date of completion of any audit, whichever is later;

vi. [Subcontractor] will make available, for purposes of audit, evaluation, or inspection its premises, physical facilities, equipment, books, Records, contracts, computer, or other electronic systems relating to Medicaid Members.

vii. Pursuant to 42 CFR § 438.608, adopt and comply with Fraud, Waste, and Abuse policies, procedures, reporting obligations, and annual Fraud, Waste, and Abuse Prevention Plan and otherwise comply with and perform all of the same obligations, terms and conditions of CCO as set forth in Ex. B, Part 9 of the CCO Contract. For clarity, [Subcontractor] has Fraud, Waste and Abuse policies in place, which are the policies it will follow.

viii. [Subcontractor] will report any suspected provider or Member fraud, waste, or abuse to CareOregon within three business days of identification, which CareOregon will in turn report to OHA or the applicable agency, division, or entity

ix. Where applicable, [Subcontractor] will require any contracted Providers to meet the standards for timely access to care and services as set forth in the CCO Contract and OAR 410-141-3515, which includes, without limitation, providing services within a time frame that takes into account the urgency of the need for services.

x. Where applicable, [Subcontractor] will report any Other Primary, third-party Insurance to which a Member may be entitled. [Subcontractor] will provide, in a timely manner upon request, as requested by CareOregon in accordance with the request made by OHA, or as may be requested directly by OHA, with all third party liability eligibility information and any other information requested by OHA or CareOregon, as applicable, in order to assist in the pursuit of financial recovery.

xi. To the extent that [Subcontractor] collects Member Demographic Data as defined in OAR Chapter 950, Division 30, and submits that Demographic Data to CCO, [Subcontractor] shall collect and submit that Demographic Data in accordance with the REALD standards set forth in OAR Chapter 950, Division 30.

xii. Subcontractor will provide, in a timely manner upon CareOregon's request, a list of Downstream Entities that will perform any of Subcontractor's obligations under this Agreement. The Downstream Entity list will include each Downstream Entity's legal name, address, and a description of Subcontractor's obligations under this [Agreement] that will be performed by the Downstream Entity.

b. Program Integrity Requirements (CCO Contract Exhibit B, Part 9, Sections 12-20)

[Subcontractor] agrees to comply with the Program Integrity requirements listed Exhibit B, Part 9, Sections 12-20 of the CCO Contract, to the extent they apply to [Subcontractor]'s scope of work under the Agreement.

c. Required Federal Terms and Conditions (CCO Contract, Exhibit E)
[Subcontractor] agrees to comply with the federal requirements listed in the CCO Contract, Exhibit E to the extent they apply to [Subcontractor]'s scope of work under the Agreement.

d. Governing Law, Consent to Jurisdiction (CCO Contract**,** Exhibit D, Section 1)
This Exhibit shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding collectively, the "Claim") between OHA or any other agency or department of the State of Oregon, or both, and the CCO that implicates CareOregon and its downstream Subcontractors that arises from or relates to this Exhibit shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, (a) if federal jurisdiction exists then OHA may remove the Claim to federal court, and (b) if a Claim must be brought in or is removed to a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. [Subcontractor] agrees that a suit brought by the State of Oregon can be in the jurisdiction of any court and it is entitled to any form of defense to or immunity from any Claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. [Subcontractor], BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

e. Compliance with Applicable Law (CCO Contract, Exhibit D, Section 2)

i. [Subcontractor] shall comply and cause all its Subcontractors to comply with all State and local laws, regulations, executive orders and ordinances applicable to the CCO Contract or to the performance of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309, Divisions 012, 014, 015, 018, 019, 022, 032 and 040, pertaining to the provisions of Behavioral Health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the CCO Contract and required by law to be so incorporated. OHA's performance under the CCO Contract is conditioned upon [Subcontractor]'s compliance with the provisions of ORS 279B.220, ORS 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. [Subcontractor] shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

ii. In compliance with the Americans with Disabilities Act, any written material that is generated and provided by [Subcontractor] under this Contract to Members, including Medicaid-Eligible Individuals, shall, at the request of such Clients or Members, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format.

[Subcontractor] shall not be reimbursed for costs incurred in complying with this provision. [Subcontractor] shall cause all Subcontractors under this Contract to comply with the requirements of this provision.

iii. [Subcontractor] shall comply with the federal laws as set forth or incorporated, or both, in the CCO Contract and all other federal laws applicable to [Subcontractor]'s performance under this Exhibit as they may be adopted, amended or repealed from time to time.

f. Independent Contractor (CCO Contract, Exhibit D, Section 3)

i. [Subcontractor] is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

ii. If [Subcontractor] is currently performing work for the State of Oregon or the federal government, [Subcontractor] by signature to this Contract, represents and warrants that [Subcontractor]'s Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which [Subcontractor] currently performs work would prohibit [Subcontractor]'s Work under this Contract. If compensation under this Exhibit is to be charged against federal funds, [Subcontractor] certifies that it is not currently employed by the federal government

iii. [Subcontractor] is responsible for all federal and State taxes applicable to compensation paid to [Subcontractor] under this Exhibit and, unless [Subcontractor] is subject to backup withholding, CareOregon will not withhold from such compensation any amounts to cover [Subcontractor]'s federal or State tax obligations. [Subcontractor] is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to [Subcontractor] under this Exhibit, except as a self-employed individual.

iv. [Subcontractor] shall perform all Work as an Independent Contractor. CareOregon reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, CareOregon may not and will not control the means or manner of [Subcontractor]'s performance. [Subcontractor] is responsible for determining the appropriate means and manner of performing the Work.

g. Representations and Warranties (CCO Contract, Exhibit D, Section 4)

i. [Subcontractor]'s Representations and Warranties. [Subcontractor] represents and warrants to CareOregon that:

1. [Subcontractor] has the power and authority to enter into and perform this Exhibit;

2. This Exhibit, when executed and delivered, shall be a valid and binding obligation of [Subcontractor] enforceable in accordance with its terms;

3. [Subcontractor] has the skill and knowledge possessed by well-informed members of its industry, trade or profession and [Subcontractor] will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in [Subcontractor]'s industry, trade or profession;

4. [Subcontractor] shall, at all times during the Term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; and

5. [Subcontractor] prepared its Application related to this Exhibit, if any, independently from all other Subcontractors, and without collusion, Fraud, or other dishonesty.

ii. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

h. Access to Records and Facilities; Records Retention; Information Sharing (CCO Contract**,** Exhibit D, Section 15; CCO Contract, Exhibit B, Part 4, Section 12)

i. [Subcontractor] shall maintain, and require its Subcontractors and Participating Providers to maintain, all financial records relating to this Contract in accordance with best practices. In addition, [Subcontractor] shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of [Subcontractor], whether in paper, electronic or other form, that are pertinent to this Exhibit, in such a manner as to clearly document [Subcontractor]'s performance. All Clinical Records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of [Subcontractor] whether in paper, electronic or any other form, that are pertinent to this Contract, are collectively referred to as "Records." [Subcontractor] acknowledges and agrees that, OHA, CMS, the Oregon Secretary of State, DHHS, the Office of the Inspector General, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives shall have access to all [Subcontractor], Participating Provider, and Subcontractor Records for the purpose of performing examinations and audits and make excerpts and transcripts, evaluating compliance with this Exhibit, and to evaluate the quality, appropriateness and timeliness of services. [Subcontractor] further acknowledges and agrees that the foregoing entities may, at any time, inspect the premises, physical facilities, computer systems, and any other equipment and facilities where Medicaid-related activities or Work is conducted or equipment is used (or both conducted and used).

1. The right to audit under this section exists for ten (10) years from, as applicable, the Expiration Date or the date of termination, or from the date of completion of any audit, whichever is later.

2. [Subcontractor] shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to [Subcontractor]'s personnel and the personnel of any downstream Subcontractors for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but shall last as long as the records are retained.

3. [Subcontractor] must respond and comply in a timely manner to any and all requests from CareOregon, OHA, or their designees for information or documentation pertaining to Work under the Agreement.

4. If OHA, CMS, or the DHHS Inspector General determine that there is a reasonable possibility of Fraud or similar risk, OHA, CMS, or the DHHS Inspector General may inspect, evaluate, and audit [Subcontractor] at any time.

5. In the event CCO or CareOregon receives a written request from OHA to provide copies of Subcontracts entered into by [Subcontractor] that relate to services provided under this Agreement, [Subcontractor] shall in turn provide copies of these Subcontracts to CareOregon within one (1) business day.

ii. [Subcontractor] shall retain and keep accessible all Records for the longer of ten (10) years or:

1. The retention period specified in the CCO Contract for certain kinds of records;

2. The period as may be required by Applicable Law, including the records retention schedules set forth in OAR Chapters 410 and 166; or

3. Until the conclusion of any audit, controversy or litigation arising out of or related to this Exhibit.

iii. In accordance with OAR 410-141-5080, OHA has the right to provide the Oregon Department of Consumer and Business Services with information reported to OHA by CareOregon and its Subcontractors provided that OHA and DCBS have entered into information sharing agreements that govern the disclosure of such information.

i. Information Privacy/Security/Access (CCO Contract**,** Exhibit N)

[Subcontractor] will comply with the requirements listed in the CCO Contract, Exhibit N, to the extent [Subcontractor] has Access to OHA or State Data, Network, and Information Systems, and Information Assets as defined in the CCO Contract.

j. Assignment of Contract, Successors in Interest (CCO Contract**,** Exhibit D, Section 18)

i. [Subcontractor] shall not assign or transfer its interest in this Exhibit, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of CareOregon. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA or CareOregon may deem necessary, including but not limited to Exhibit B, Part 8, Section 21. No approval by CareOregon of any assignment or transfer of interest shall be deemed to create any obligation of CareOregon in addition to those set forth in the Contract.

ii. The provisions of this Exhibit shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

k. Subcontracts (CCO Contract**,** Exhibit D, Section 19)

In addition to all of the other provisions OHA requires under the CCO Contract, including, without limitation, information required to be reported under Ex. B, Part 4 of the CCO Contract, and any other information OHA or CareOregon may request from time to time, [Subcontractor] shall include in any permitted downstream Subcontract under this Exhibit provisions to ensure that OHA will receive the benefit of Subcontractor performance as if [Subcontractor] were the CCO with respect to Sections 1, 2, 3, 4, 15, 16, 18, 19, 24, and 30-32 of Exhibit D of the CCO Contract. OHA and/or CareOregon's consent to any downstream Subcontract shall not relieve [Subcontractor] of any of its duties or obligations under this Exhibit.

l. Survival (CCO Contract**,** Exhibit D, Section 24)

All rights and obligations cease upon termination or expiration of this Exhibit, except for the rights and obligations, and declarations which expressly or by their nature survive termination of this Exhibit, including without limitation the following Sections or provisions set for the below in this section. Without limiting the forgoing or anything else in this Exhibit, in no event shall the CCO Contract expiration or termination extinguish or prejudice OHA and/or CareOregon's right to enforce the CCO Contract and/or this Exhibit with respect to any default by [Subcontractor] that has not been cured.

i. CCO Contract Exhibit A, Definitions
ii. CCO Contract General Provisions: Sections 4 and 5
iii. CCO Contract Exhibit B, Part 10: Section 3
iv. CCO Contract Exhibit D: Sections 1, 4 through 13, 15, 16, 18 through 29, 31
v. CCO Contract Exhibit. E: Section 6, HIPAA Compliance (but excluding paragraph d) shall survive termination for as a long as [Subcontractor] holds, stores, or otherwise preserves Individually Identifiable Health Information of Members or for a longer period if required under CCO Contract Section 12 of Exhibit D.
vi. Special Terms and Conditions:
In addition to any other provisions of this Exhibit that by their context are meant to survive expiration or termination, the following special terms and conditions survive expiration or termination, for a period of two (2) years unless a longer period is set forth in this Exhibit, and as long as the scopes of work include functions or operations that implicate the below items:

1. Claims Data

    a. The submission of all Encounter Data for services rendered to CareOregon's 's Members during contracted period;

    b. Certification that [Subcontractor] attests that the submitted encounter claims are complete, truthful and accurate to the best knowledge and belief of [Subcontractor]'s authorized representative, subject to False Claims Act liability;

    c. Adjustments to encounter claims in the event [Subcontractor] receives payment from a Member's Third-Party Liability or Third-Party recovery; and
    d. Adjustments to encounter claims in the event [Subcontractor] recovers any Provider Overpayment from a Provider.

2. Financial Reporting

    a. Quarterly financial statements as defined in Exhibit L of the CCO Contract;

    b. Audited annual financial statements as defined in Exhibit L of the CCO Contract;

    c. Submission of details related to ongoing Third-Party Liability and Third-Party recovery activities by [Subcontractor] or its downstream Subcontractors;

    d. Submission of any and all financial information related to the calculation of CareOregon's MMLR; and

    e. Data related to the calculation of quality and performance metrics.

3. Operations

    a. Point of contact for operations while transitioning;

    b. Claims processing;

    c. Provider Appeals; and

    d. Implementation of and any necessary modifications to the Transition Plan

4. Corporate Governance

a. Oversight by Governing Board and Community Advisory Council;

b. Not initiating voluntary bankruptcy, liquidation, or dissolution;

c. Maintenance of all licenses, certifications, and registrations necessary to do business as a Subcontractor of a CCO in Oregon; and

d. Responding to subpoenas, investigations, and governmental inquiries.

5. Financial Obligations

The following requirements survive Exhibit expiration or termination indefinitely:

a. Reconciliation of Risk Corridor Payments;

b. Reconciliation and right of setoffs;

c. Recoupment of MMLR Rebates;

d. Reconciliation of prescription drug rebates;

e. Recoupment of capitation paid for Members deemed ineligible or who were enrolled into an incorrect benefit category; and

f. Recoupment (by means of setoff or otherwise) of any identified Overpayment.

6. Sanctions and Liquidated Damages

a. Exhibit expiration or termination does not limit OHA's ability to impose Sanction or Liquidated Damages for the failures or acts (or both) of the CCO and its downstream Subcontractors as set out in Exhibit B, Part 9 of the CCO Contract (excluding Exhibit B, Part 9, Sections 2.b.7, 8 and 11).

b. The decision to impose a Sanction or Liquidated Damages does not prevent OHA from imposing additional Sanctions against CCO and its downstream Subcontractors at a later date.

Sanctions imposed on the CCO and its downstream Subcontractors after Contract expiration or termination will be reported to CMS according to the requirements set out in the CCO Contract, Exhibit B, Part 9.

m. Equal Access (CCO Contract**,** Exhibit D, Section 30)

[Subcontractor] shall provide equal access to Covered Services for Members of all genders under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.

n. Media Disclosure (CCO Contract**,** Exhibit D, Section 31)

[Subcontractor] shall not provide information to the media regarding a recipient of services under this Exhibit without first consulting with and receiving approval from CareOregon, who must seek approval from OHA. [Subcontractor] shall make immediate contact with CareOregon when media contact occurs. CareOregon will coordinate the appropriate follow-ups to OHA and a response for the media.

o. Mandatory Reporting of Abuse (CCO Contract**,** Exhibit D, Section 32)

i. [Subcontractor] shall immediately report any evidence of Child Abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 to 419B.045). If law enforcement is notified, [Subcontractor] shall notify the referring caseworker within 24 hours. [Subcontractor] shall immediately contact the local DHS Child Protective Services office if questions arise whether an incident meets the definition of Child Abuse or neglect.

ii. [Subcontractor] shall comply, and shall require its employees and subcontractors to comply, with all protective services, investigation and reporting requirements described in any of the following laws:

1. OAR 407-045-0000 through 407-045-0370 (abuse investigations by the Office of Investigations and Training);
2. ORS 430.735 through 430.765 (persons with mental illness or developmental disabilities);
3. ORS 124.005 to 124.040 (elderly persons and persons with disabilities abuse); and
4. ORS 441.650 to 441.680 (residents of long-term care facilities).
5. ORS 418.257 to 418.259 (child in care of a Child-Caring Agency, residential facilities for children with intellectual/developmental disabilities and child foster homes.

ATTACHMENT 2

TEMPLATED INVOICE REPORTING

Invoice Reporting:

Invoices must include the above fields immediately. For the future state, data may be adjusted to meet the data requirements of an 837P file.

Contractor must be able to meet the below reporting requirements for all services provided under the Contract. Upon implementation, Contractor must be able to send data no less than quarterly in CSV file though SFTP site. Contractor shall be required to provide detailed member and encounter information as part of the reporting and invoicing process. The reporting datapoints will be provided to Contractor and will change from time to time. Below is an example of the reporting information that will be required to be submitted with each invoice.

Language Access Report & Invoices		
Instructions	**Include all requested encounters where either interpreter services were provided, or No-Shows where the member or provider did not make it to the appointment, or the member refused the service.**	
File naming convention	**VendorName_LanguageAccessReport_YYYYMMDD**	
Column Name	***Valid Input Value***	***Additional Instructions for Completing the Reporting Template***
Vendor Name		
Appointment Number	Appointment Number	
Appointment Status	Drop-down options	Select a status from the drop-down menu
Language		Select a language from the drop-down menu. *Note for CCOs: Language Description drop-down will automatically map to the MMIS language code in another column.*
Dialect		Optional. Only include if applicable.
Medicaid ID		Oregon Health Plan ID. This ID has both letters and numbers and is eight (8) digits long. Only provide **one** ID per cell. Do not include multiple IDs for a member in one cell.
Medicare MBI		Optional to add if applicable. 11-digit Medicare Beneficiary Identifier. Only include if a member has Medicare. This ID has both letters and numbers.
Member First Name	Member First Name	
Member Last Name	Member Last Name	
Member D.O.B	Date	Member Date of Birth (mm/dd/yyyy)
Type of Care	Physical	Only select "Social Health" if the Type of Care is ***not*** to Physical, Dental, Mental/Behavioral, or Vision. **Mental/Behavioral**: examples include services for mental health, psychiatry, psychology, counseling, emotional disturbance, substance use disorder, chemical dependency, addiction **Social Health**: partner organizations that impact the social determinants of health and social risk factors associated with health at the individual and community level, such as socioeconomic status, education, neighborhood and physical environment, employment, and social support networks, as well as access to health care.
	Dental	
	Mental/Behavioral	
	Vision	
	Social Health	
Visit Type/Care Setting	Inpatient Stay	
	Emergency Department	

	Office Outpatient	
	Home Health	
	Telehealth	
	Other	
	Pharmacy	
Visit Date	Date	*Note for CCOs: Visit Date will convert to OHA's required format of YYYY/MM/DD in another column.*
Visit Scheduled Time	Time examples: 4:30 PM 11:00 AM	Time the appointment was scheduled to start with the member. If assistance is provided for multiple consecutive appointments in the same day, just list the start time of the first appointment. This field allows CCOs find the provider claims needed to report to OHA in state mandated reporting.
No Show	N/A	Not Applicable
	Member	Member did not show up to scheduled appointment
	Provider	Provider did not show for scheduled appointment
Time to Interpreter	Time in minutes	Telephonic only. Time it takes for interpreter to join member on hold and waiting.
Interpreter First Name	Text	Interpreter First Name
Interpreter Last Name	Text	Interpreter Last Name Note: If possible, please enter the last name the way it is registered in OHA's interpreter registry.
In-person Interpreter Service	Yes	Report all that apply during the visit date/inpatient stay
	No	
Telephonic Interpreter Service	Yes	
	No	
Video Remote Interpreter Service	Yes	
	No	
Was the Interpreter OHA Certified or Qualified	OHA Certified	
	OHA Qualified	Oregon Health Care Interpreter Registry
	Not Certified or Qualified by OHA	OHA Health Care Interpreter Resources Evidence that no Q/C Interpreter was available
Interpreter's OHA Registry Number	OHA Registry number	Required if Interpreter is in the Oregon Health Care Interpreter Registry
If application has been submitted to OHA and status is pending, enter date submitted to OHA	Date	If application has been submitted to OHA and status is pending, enter date submitted to OHA
Other Recognized Interpreter Certifications Type	Text	If applicable, provide the name of other recognized certifications the Interpreter has. These might include national certifications. Examples may include: - Washington Dept of Social & Health Services (DSHS) https://fortress.wa.gov/dshs/ltcgateway/FindInterpreter/Public - Registry of Interpreters for the Deaf - Certification Commission for Healthcare Interpreters (CCHI)
Other Recognized Interpreter Certification IDs	Text	If applicable, provide the registry or certification ID for other certifications

Length of Appointment	Numeric Examples: 15, 45, 65	Minutes
Charges	Text	Charges
Notes	Text	Notes
Provider or Organization Requesting Interpreting (Provider)	Text	Name of provider or organization for member's appointment
Service Location	Text	Location of member appointment
Service Address	Text	Address of member appointment
Service City		City of member appointment
Service Zip		Zip code of member appointment
Health plan name or Region/Payer		Select from drop-down
Date Interpretation Requested	Date	Date interpreter services are requested
Date Interpretation Confirmed	Date	Date interpreter services are scheduled/confirmed

Invoice Reporting:

Invoices must include the above fields and data may be adjusted to meet the data requirements of an 837P file.