



Cover Oregon Medical Carrier Contract Oregon Health Insurance Exchange

This Carrier Contract (“Contract”) is by and between Oregon Health Insurance Exchange Corporation doing business as Cover Oregon (“Cover Oregon”) located at 16760 SW Upper Boones Ferry Road, Durham, OR 97224 and _____ (“Carrier”) located at _____.

I. EFFECTIVE AND TERMINATION DATE

This Contract is effective when fully executed. It terminates December 31, 2015.

II. PURPOSE

The purpose of this Contract is to set forth terms and conditions under which Carrier will participate with Cover Oregon by offering its Qualified Health Plans (QHPs) to Oregon individuals and small businesses through Cover Oregon for medical coverage during calendar years 2014 and 2015.

III. CONTRACT DOCUMENTS

1. This Contract consists of this document together with the following exhibits and appendices, which are attached and incorporated into this Contract by this reference:

Exhibit A: Statement of Work

Exhibit B: Standard Terms and Conditions

Exhibit C: Federal Terms and Conditions

Appendix 1: Cover Oregon Affiliated Agents and Commissions

Appendix 2: Carrier Participation In Cover Oregon Tribal Premium Sponsorship Program

Appendix 3: Cover Oregon Brand Guidelines

Appendix 4: Cover Oregon Guidelines for Standard Plan Cost Sharing Reductions

Appendix 5: Cover Oregon Premium Redistribution Process

Appendix 6: Cover Oregon Non-Disclosure Agreement

Appendix 7: Cover Oregon Trading Partner Agreement

Appendix 8: Cover Oregon Service Level Agreement

Appendix 9: Small Employer Plan Contract Uniform Provisions

Appendix 10: Small Employer Plan Contract Endorsement

Appendix 11: Cover Oregon Customer Service Interaction Process

There are no other Contract documents unless specifically referenced and incorporated in this Contract.

2. In interpreting this Contract, its terms and conditions shall be construed as much as possible to be complementary. In the event of any conflict, the Contract documents shall be interpreted in the following descending order:
 - a) This Contract less all Exhibits,
 - b) Exhibit B (Standard Terms and Conditions),
 - c) Exhibit A (Statement of Work), and
 - d) The Appendices in numerical order.

IV. CONTRACT ADMINISTRATORS

The Contract Administrator for Cover Oregon is: [insert name, address, and other contact information].

The Contract Administrator for Carrier is: [*insert name, address, and other contact information*].

V. TAX CERTIFICATION

I, the undersigned representative of Carrier, hereby certify and swear under penalty of perjury that I am authorized to act on behalf of Carrier, that I have the authority and knowledge regarding Carrier's payment of taxes, and that to the best of my knowledge, Carrier is not in violation of any Oregon Tax Laws.

For purposes of this certificate, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

Carrier	
By:	Date:
<i>[Name, Title]</i>	
<i>(This signature is for tax certification only; contract signature is below)</i>	

CONTRACT SIGNATURES

In witness, the parties have caused this Contract to be executed by their duly authorized representatives.

[Carrier]

By:

[Name, Title]

Date:

Oregon Health Insurance Exchange Corporation

By:

[Name, Title]

Date:



EXHIBIT A

Statement of Work

1. BACKGROUND

1.2 Mission

The mission of Cover Oregon is to improve the health of all Oregonians by providing health coverage options, increasing access to information, and fostering quality and value in the health care system. Cover Oregon is a central marketplace where Individuals and Small Employers can shop for Health Plans and access federal tax credits to help them pay for coverage.

1.2 Cover Oregon will provide Oregonians with:

- 1.2.1 A central place to compare and purchase Health Plans,
- 1.2.2 Trusted information and assistance,
- 1.2.3 A focus on cost and value,
- 1.2.4 A seamless eligibility and enrollment process,
- 1.2.5 Assistance identifying eligibility for tax credits, and
- 1.2.6 Community-based assistance.

1.3 Cover Oregon Customer Groups – Cover Oregon is required by both federal and state law to make Qualified Health Plans (QHPs) available for its two major customer groups: Individuals and Small Employers.

- 1.3.1 Individuals will use Cover Oregon to make meaningful comparisons of QHPs. Carriers offering QHPs through Cover Oregon will report on networks, care coordination efforts, and quality measures. Individuals can view QHP performance in these areas to help them make choices among Carriers and QHPs. Through one seamless application process, Individuals will be able to enroll in QHPs or programs such as the Oregon Health Plan or Healthy Kids. Individuals without access to affordable coverage at work will also be able to find out whether they are eligible for tax credits to assist them in paying for coverage in the Individual Product Line.
- 1.3.2 Small Employers with 50 or fewer Employees can use Cover Oregon's Small Employer Product Line to provide Employees with a variety of QHPs. Cover Oregon also will provide Small Employers with administrative efficiencies, such as coordination of premium payments.

2. STATE AND FEDERAL REQUIREMENTS

2.1. Carrier will comply with the applicable provisions of:

- 2.1.1. The Affordable Care Act (ACA);
- 2.1.2. Oregon Exchange Laws and Regulations;
- 2.1.3. Oregon Insurance Laws and Regulations; and
- 2.1.4. Any other state and federal laws and regulations that govern Carrier's participation in Cover Oregon, including but not limited to those laws mentioned in Exhibit B: Standard Terms and Conditions.

2.2. Carrier will not, with respect to its QHPs, discriminate on the basis of race, color, national origin, disability, age, sex, gender identity or sexual orientation. Carrier will not have marketing practices or benefit designs that will discourage the enrollment of

Individuals with significant health needs in its QHPs.

3. DEFINITIONS

The following are definitions as they apply to this Contract:

- 3.1 “Affordable Care Act” or “ACA” means the provisions of the Patient Protection and Affordable Care Act of 2010 (Pub. L. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152), applying to Cover Oregon and/or Carrier, together with any interim or final federal regulations implementing these ACA provisions.
- 3.2 “American Indian/Alaska Native” means an Indian as defined in section 4(d) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b(d)).
- 3.3 “Benefit Design Standards” means coverage that provides for all of the following:
 - 3.3.1 The Essential Health Benefits (EHBs) adopted by the State of Oregon pursuant to 45 CFR part 156 and section 1302(b) of the ACA;
 - 3.3.2 Cost-Sharing as described in 45 CFR 156.130; and
 - 3.3.3 A bronze, silver, gold, or platinum Level of Coverage as described in section 1302(d) of the Affordable Care Act, and (except for platinum coverage) in ORS 743.822 and Exhibit 1 to OAR 836-100-0200;
- 3.4 “Carrier” means an insurer as defined in ORS 731.106 that offers health insurance, or a health care service contractor as defined in ORS 750.005, that has a certificate of authority from the Oregon Insurance Division (OID) to engage in the business of health insurance in Oregon and that is subject to Oregon law that regulates health insurance.
- 3.5 “Catastrophic QHP” means a Health Plan as described in section 1302(e) of ACA.
- 3.6 “Certification” means the certification of a Health Plan by Cover Oregon, authorizing Carrier to sell the Health Plan through Cover Oregon as a QHP.
- 3.7 “CMS” means the federal Center for Medicare and Medicaid Services.
- 3.8 “Cost-Sharing” means any expenditure required by, or on behalf of, an Individual with respect to EHBs; Cost-Sharing includes deductibles, coinsurance, copayments, or similar charges, but excludes premiums, balance billing amounts for non-network providers, and non-covered services.
- 3.9 “Cost-Sharing Reductions” means reductions in Cost-Sharing for an eligible Individual enrolled in a silver level QHP through Cover Oregon or for an Individual who is an American Indian/Alaska Native enrolled in a QHP through Cover Oregon.
- 3.10 “Cover Oregon” means the health insurance exchange administered by the Oregon Health Insurance Exchange Corporation in accordance with ORS 741.310.
- 3.11 “Decertification” means the removal of a QHP’s Certification, making it ineligible for sale through Cover Oregon.
- 3.12 “Employee” has the meaning given to the term in ORS 652.310.
- 3.13 “Essential Health Benefits (EHBs)” the Essential Health Benefits, under 42 U.S.C. 18022 or pursuant to a waiver granted under 42 U.S.C. 18052 that have been adopted by the State of Oregon pursuant to 45 CFR part 156 and approved by CMS. EHBs must include items and services within at least the following ten categories:
 - 3.13.1 Ambulatory Patient Services;
 - 3.13.2 Emergency Services;

- 3.13.3 Hospitalization;
- 3.13.4 Maternity and Newborn Care;
- 3.13.5 Mental Health and Substance Use Disorder Services, including Behavioral Health Treatment;
- 3.13.6 Prescription Drugs;
- 3.13.7 Rehabilitative and Habilitative Services and Devices;
- 3.13.8 Laboratory Services;
- 3.13.9 Preventive and Wellness Services, and Chronic Disease Management; and
- 3.13.10 Pediatric Services, including Oral and Vision Care.
- 3.14 “Health Plan” means health insurance coverage subject to regulation by the Oregon Insurance Division.
- 3.15 “Healthy Kids” means Oregon’s Children’s Health Insurance Program (CHIP) under federal Medicaid Law.
- 3.16 “Individual Plan” means a QHP for Qualified Individuals and their families.
- 3.17 “Individual Product Line” means QHPs sold to Qualified Individuals and their families.
- 3.18 “Insurance Producer” or “Producer” means a person required to be licensed under the laws of the state to sell, solicit or negotiate insurance per ORS 731.104. Cover Oregon may use the more common term “Agent”.
- 3.19 “Level of Coverage” or “Metal Tier” means one of four standardized actuarial values of Plan coverage (bronze, silver, gold, or platinum), as defined by section 1302(d) (1) of the ACA.
- 3.20 “Open Enrollment” means the period when Individuals and Employees may choose to enroll in QHPs for the upcoming Plan or Policy Year.
- 3.21 “Oregon Exchange Laws” refers to laws of the state of Oregon pertaining to the establishment and operation of the Oregon Health Insurance Exchange Corporation. The term includes, but is not limited to:
 - 3.21.1 Oregon Senate Bill 99 enrolled (2011), Chapter 415 of 2011 Oregon Laws;
 - 3.21.2 Oregon House Bill 4164 enrolled (2012), Chapter 38 of 2012 Oregon Laws;
 - 3.21.3 ORS chapter 741; and
 - 3.21.4 Any administrative rules of the Oregon Health Insurance Exchange Corporation or the Oregon Health Authority applying to Cover Oregon;
- 3.22 “Oregon Health Insurance Exchange Corporation” means the public corporation established by ORS 741.001.
- 3.23 “Oregon Insurance Division” or “OID” means the Insurance Division of the Oregon Department of Consumer and Business Services (DCBS).
- 3.24 “Oregon Insurance Laws” means:
 - 3.24.1 If Carrier is an insurance company, the Insurance Code as defined in ORS 731.004, or if Carrier is a health care service contractor within the meaning of ORS 750.005, the portions of the Insurance Code that ORS 750.055 applies to health care service contractors; and
 - 3.24.2 All administrative rules and Bulletins of OID implementing or interpreting the laws described in the preceding paragraph.
- 3.25 “Plan Year” means a consecutive 12-month period during which a Small Employer Product Line QHP provides coverage for health benefits. A Plan Year may be a calendar year or otherwise.

- 3.26 “Policy Year” means a calendar year for which an Individual Product Line QHP provides coverage for health benefits.
- 3.27 “Qualified Employer” means a Small Employer that elects to make, at a minimum, all full-time employees eligible for one or more QHPs in the small group market offered through the Small Employer Product Line.
- 3.28 “Qualified Health Plan” or “QHP” means a Health Plan that has have been approved by OID as meeting the requirements of the Insurance Code, that complies with the Benefit Design Standards of Cover Oregon, and that is currently certified by Cover Oregon.
- 3.29 “Qualified Individual” or “Individual” means, with respect to an exchange, a person who has been determined eligible to enroll through Cover Oregon in a QHP in the individual market through the Individual Product Line.
- 3.30 “Recertification” means the process of submitting a certified QHP for certification for the upcoming calendar year.
- 3.31 “Small Employer” has the meaning given to the term under the ORS 743.730.
- 3.32 “Small Employer Plan” means a QHP issued to a Small Employer.
- 3.33 “Small Employer Product Line” means the Small Business Health Options Program (SHOP) operated by Cover Oregon through which a Qualified Employer can provide its Employees and their dependents with access to one or more QHPs.
- 3.34 “Tier” or “Metal Tier” means the level of coverage, in relation to actuarial value, as defined by the ACA and the US Department of Health and Human Services (HHS).
- 3.35 “Tribal Premium Sponsorship Program” or “TPSP” means a program, pursuant to 45 CFR 155.240, by which Cover Oregon assists Indian tribes, tribal organizations and urban Indian organizations to remit QHP premiums on behalf of Qualified Individuals subject to the terms and conditions determined by Cover Oregon (see Appendix 2).

4. BENEFIT DESIGN STANDARDS AND QHPs

Carrier may offer up to three QHPs per Metal Tier, per service area, per Product Line. Carrier may offer one Catastrophic QHP per service area in the Individual Product Line. Carrier may offer an additional two innovative QHPs per Metal Tier, per service area, with permission from Cover Oregon.

- 4.1. **Benefit Design** – Carrier will ensure that each of its QHPs complies with the Benefit Design Standards required by the ACA (Section 1302), including the Cost-Sharing limits, actuarial value requirements, and EHBs. Carrier may offer Catastrophic QHPs, which are exempt from the actuarial Level of Coverage requirement, as long as they meet other statutory provisions related to QHP design.
- 4.2. **Standard Plans** – Carrier will offer one standard QHP in the bronze and silver Tiers (as required by Oregon Law: ORS 743.822), as well as in the gold Tier (as required by Oregon Administrative Rule Chapter 945, Division 20), in each service area of each Cover Oregon Product Line – Individual or Small Employer – in which it participates. OID will establish the benefit design of the bronze and silver standard QHPs. Cover Oregon will define the benefit design of the standard gold QHP.
- 4.3. **Non-Standard Plans** – Carrier may offer up to two additional, non-standard QHPs per Metal Tier (bronze, silver and gold), per service area of each Cover Oregon Product Line – Individual or Small Employer – in which it participates. Platinum

- QHPs are optional, and Carrier may offer up to three platinum QHPs per service area, per Product Line.
- 4.4. **Innovative QHPs**
 - 4.4.1. Carrier may also design up to two additional proposed QHPs per Metal Tier that demonstrate innovation through the use of networks, wellness programs, or other options that do not include premiums or benefits.
 - 4.4.2. If Carrier wishes to offer innovative QHPs, Carrier will schedule a meeting with Cover Oregon to present proposed innovative QHPs. Carrier will submit Health Plan(s) to OID as necessary to meet deadlines. After Carrier’s presentation, Cover Oregon will determine whether Health Plans meet innovative requirements. If so, Carrier may continue OID’s approval process. If Cover Oregon determines proposed QHPs do not meet the threshold established for innovative QHPs, Carrier may continue the OID approval process with the intent to submit the Health Plans as non-standard QHPs, provided the number of non-standard QHPs does not exceed the provisions of the first paragraph of section 4. If Health Plans are approved by OID, the Cover Oregon certification process will be followed.
 - 4.5. **Platinum Plans** – Carrier may design its platinum QHP offerings as long as the QHPs include the EHBs and meet the appropriate actuarial value.
 - 4.6. **Catastrophic Plans** – Carrier may offer a catastrophic QHP only in Cover Oregon’s Individual Product Line to specific populations as stipulated in the ACA. Carrier may offer only one catastrophic QHP per service area.
 - 4.7. **Child-Only Plans** –For all QHPs sold through Cover Oregon, Carrier must offer identical coverage to children, as required under ACA.
 - 4.8. **Cost-Sharing Reductions** – Carrier will reduce the enrollee cost-sharing levels according to ACA. Carrier will use the standard Cost-Sharing Reductions created for the standard silver QHP. See Appendix 4: Cover Oregon Guidelines for Standard Plan Cost Sharing Reductions.
 - 4.9. **Product Line Participation**
Carrier will only be required to adhere to the sections of this Contract pursuant to the product line(s) in which it participates.

5. QHP CERTIFICATION

- 5.1. **QHP Submission Process**
 - 5.1.1. Carrier will submit form and plan and rate filings to OID for each proposed QHP it wishes to offer through Cover Oregon. QHP Certification by Cover Oregon is dependent upon forms, plans, and rates being approved for sale by OID.
 - 5.1.2. **General Rate Requirement** – Per 45 CFR § 156.210, Carrier will set rates for the Individual Product Line for the entire Policy Year. For the Small Employer Product Line, Carrier may adjust rates on a quarterly basis.
 - 5.1.3. **Rate and Benefit Submission** – Per 45 CFR § 156.210, Carrier will submit rate and benefit information to OID. Carrier will submit a Summary of Benefits and Coverage (SBC) that complies with 45 CFR 147.200 in PDF form for each Health Plan when Health Plans are submitted to OID for review.

- 5.1.4. **Rate justification** – Per 45 CFR § 156.210, Carrier will submit to OID a justification for a rate increase prior to the implementation of the increase. Carrier will prominently post the justification on its web site.
- 5.1.5. At a minimum, Carrier will offer one standard QHP in the bronze, silver, and gold Metal Tiers in each service area and Product Line in which the Carrier operates. If, after initial Certification, Carrier is not offering the maximum allowed number of QHPs, Carrier may submit additional Health Plans for certification as QHPs, so long as those Health Plans have received all applicable approvals from OID.
- 5.1.6. Carrier will file Cost-Sharing variations for each of the following:
 - 5.1.6.1. Silver QHP variations as described in 45 CFR § 156.420;
 - 5.1.6.2. No Cost-Sharing for AI/AN Individuals at or below 300% of the Federal Poverty Level; and
 - 5.1.6.3. No Cost-Sharing for items or services furnished directly by the Indian Health Service, an Indian Tribe, Tribal organization, or Urban Indian organization or through referral under contract health services for AI/AN Individuals above 300% of the Federal Poverty Level.
- 5.2. **Cover Oregon Certification Requirements**
 If Carrier meets the following Certification requirements, Cover Oregon will issue QHP Certification:
 - 5.2.1. Health Plan is approved by OID and includes ACA and EHB requirements;
 - 5.2.2. A corresponding SBC is submitted with each Health Plan;
 - 5.2.3. A one-page company overview has been submitted;
 - 5.2.4. Health Plan name meets Cover Oregon requirements: 40 characters or less and all cost-sharing variations share the same marketing name as the base-level Health Plan;
 - 5.2.5. Carrier is offering standard bronze, silver and gold QHPs;
 - 5.2.6. Carrier has received Cover Oregon Technical Readiness Certification; and
 - 5.2.7. Carrier and Cover Oregon have executed this Contract.
- 6. **QHP RECERTIFICATION**
 - 6.1. Cover Oregon will provide Carrier with a timeline of the Recertification Process. Carrier will notify Cover Oregon of any QHPs it does not wish to renew prior to the beginning of the Recertification process.
 - 6.2. Carrier will follow QHP Submission Process as outlined in section 5.1 for all QHPs it wishes to recertify.
- 7. **LOSS OF CERTIFICATION**
 - 7.1. **Expiration of Certification, Per CFR 45 156.290**
 - 7.1.1. If Carrier elects not to seek Recertification with Cover Oregon, Carrier will:Fulfill its obligation to cover benefits for each enrollee through the end of the Plan or Policy Year;
 - 7.1.2. Fulfill data reporting obligations from the last Plan or Policy Year of the Certification;
 - 7.1.3. Provide written notice to each subscriber; and

- 7.1.4. Provide Cover Oregon with information on similarities between discontinued QHPs and proposed QHPs at the time proposed QHPs are submitted to OID.

7.2. Cover Oregon Decertification of QHP, Per CFR 45 155.1080 and CFR 45 156.290

Cover Oregon may at any time decertify a QHP if Cover Oregon determines that the QHP is no longer in compliance with Cover Oregon's Certification criteria.

- 7.2.1. Cover Oregon will establish a process for Carrier to appeal the Decertification of a QHP.
- 7.2.2. Upon Decertification of a QHP, Cover Oregon will provide notice of Decertification to all affected parties, including:
 - 7.2.2.1. Carrier;
 - 7.2.2.2. Cover Oregon enrollees in the QHP before the next enrollment opportunity occurs;
 - 7.2.2.3. CMS; and
 - 7.2.2.4. OID.
- 7.2.3. In the event a Decertification is the result of Carrier's inability to continue to offer coverage, Carrier will not terminate coverage before giving notice to enrollees, including information that displaced enrollees will be given a special enrollment period to allow them to enroll in new QHPs.

8. PUBLICATIONS MANAGEMENT

Carrier may create documents and written materials for members for use in the administration of QHP benefits. Carrier will comply with Cover Oregon's Brand Guidelines (see Appendix 3) in Carrier's use of Cover Oregon's trademarks on any Carrier-created document. Cover Oregon will notify Carrier of any changes to the Brand Guidelines. Carrier will furnish Cover Oregon with a review copy of Carrier's materials that include the Cover Oregon logo. Cover Oregon may request reasonable changes to such materials. If Carrier deems the requested changes unreasonable, Carrier and Cover Oregon will settle on changes that are mutually agreeable. Carrier will also submit appropriate copies of all forms for filing with OID, as required by Oregon Insurance Laws.

9. STAFFING

- 9.1. Carrier will identify key staff as primary Cover Oregon contact(s) responsible for oversight of Carrier's QHPs and will provide Cover Oregon with the name and contact information of relevant staff.
- 9.2. Carrier will provide and maintain direct communication with Cover Oregon staff in performing this Statement of Work.
- 9.3. Cover Oregon will identify and provide contact information for key staff who will work with Carrier.

10. FINANCIAL MANAGEMENT

10.1. Enrollment Reconciliation File, 45 CFR § 155.400

- 10.1.1. Cover Oregon will submit a monthly Enrollment Reconciliation File (Appendix 6: CAR_006) to Carrier on the first business day of each coverage month.
- 10.1.2. Carrier will utilize the monthly Enrollment Reconciliation File to reconcile data.
- 10.1.3. Carrier will confirm receipt of the Enrollment Reconciliation File.
- 10.1.4. Carrier will submit a monthly report in a format provided by Cover Oregon, listing any unresolved discrepancies (Unresolved Discrepancy Report) within five business days after receipt of the Enrollment Reconciliation File.

10.2. Premium Billing by Cover Oregon– Small Employer Product Line

- 10.2.1. Cover Oregon will invoice, collect premiums, and manage delinquency for Small Employers monthly.
- 10.2.2. Cover Oregon will reconcile premium payments with the Small Employer upon receipt of premium.
- 10.2.3. After Small Employer premiums have been collected and reconciled, Cover Oregon will follow the Premium Redistribution Process (see Appendix 5) for applicable Carriers, based upon actual enrollments in QHPs.
- 10.2.4. Carrier acknowledges and agrees to the Premium Redistribution Process described in Appendix 5.
- 10.2.5. *Premium Payment Remittance Advice File*
 - 10.2.5.1. Cover Oregon will send Small Employer premium payments via electronic funds transfer (EFT) to Carrier on a weekly basis for premium payments received, reconciled, and redistributed.
 - 10.2.5.2. Cover Oregon will send Carrier the Premium Payment Remittance Advice File (Appendix 6: CAR_013) at least weekly.
 - 10.2.5.3. Carrier will return to Cover Oregon any premium payments made in error.
- 10.2.6. *Delinquent Small Employer Accounts*

Cover Oregon will process delinquency notices to Small Employer groups and will copy the applicable Carrier(s) on the notices. If a group is terminated due to non-payment, Cover Oregon will process termination within its system and send an electronic file to the Carrier(s) with the termination reason of non-payment. Cover Oregon will send the notice of termination for non-payment to the Small Employer.

10.3. Premium Billing by Carrier –Individual Product Line

- 10.3.1. Carrier will issue premium billing for all Qualified Individuals.
- 10.3.2. Carrier will provide a monthly payment file, Carrier Premium Payments (Appendix 6: CAR_018), to Cover Oregon.
- 10.3.3. Carrier will accept enrollment and eligibility changes communicated from Cover Oregon system via Outbound Enrollment for IND XML (Appendix 6: CAR_021) and will process all qualified status changes with an impact on billing.

- 10.3.4. Carrier will report to Cover Oregon on Individual Plan collection activities, payment status, and terminations for non-payment on a monthly basis or a more frequent basis at the Carrier's discretion via Inbound Enrollment Mgmt. XML (Appendix 6: CAR_005).

10.4. **General**

- 10.4.1. Carrier will accept Cover Oregon unique member ID numbers used for eligibility, billing and tracking of payments.
- 10.4.2. Carrier will offer and accept more than one method of payment from Individual subscribers.
- 10.4.3. Carrier will accept payment from Cover Oregon by check or electronic funds transfer.
- 10.4.4. Carrier will construct or adapt IT systems to ensure compliance with Cover Oregon Carrier Technical Readiness Certification and Service Level Agreements as outlined in Appendix 6.
- 10.4.5. Carrier will provide ad-hoc reports to Cover Oregon, when requested, to aid in enrollment and financial reconciliations of Carrier and Cover Oregon systems. These reports may contain information on enrollments, premiums received, commissions, or other related information.
- 10.4.6. Carrier will accept standard 820 HIPAA compliant payment transaction files (Premium Payment Remittance Advice, Appendix 6: CAR_013).
- 10.4.7. Carrier may rescind coverage only for cases of fraud or intentional misrepresentation of material fact, consistent with state and federal regulations. Carrier will notify member and Cover Oregon thirty (30) days prior to rescission of coverage unless otherwise provided for in federal regulations.

11. MANAGEMENT OF ENROLLMENT

11.1. **Enrollment – In General**

Carrier will accept enrollments during Cover Oregon enrollment periods, as follows:

- 11.1.1. The initial Cover Oregon Open Enrollment period for Individuals is October 1, 2013 through March 31, 2014.
- 11.1.2. The ongoing Individual Product Line annual Open Enrollment period is October 15th through December 7th.
- 11.1.3. Rolling enrollment will exist in the Small Employer Product Line as described in 11.2 below.
- 11.1.4. Special enrollment periods and qualifying events will occur for groups and Individuals as outlined in 45 CFR 155.420.
- 11.1.5. American Indians and Alaskan Natives, Oregon Health Plan participants, and Healthy Kids participants will be allowed to participate in ongoing enrollment periods.
- 11.1.6. All Carrier enrollment requirements will be executed in a timely manner in accordance with state and federal laws.
- 11.1.7. Cover Oregon will allow retroactive enrollments and retroactive terminations. Enrollments (except birth and adoption) will be processed within 31 days. Effective dates for retroactive enrollments or

terminations may be set no earlier than the first of the month prior to 60 days before notification.

- 11.1.8. Carrier will accept disabled dependent enrollments and will work with Cover Oregon staff to collect documentation required by Carrier to verify disabled status from subscriber or employer group. If documentation does not meet Carrier's requirements, Carrier may terminate enrollment, effective on the last day of the month in which Carrier determines documentation is insufficient.
- 11.1.9. Carrier will work with Cover Oregon on enrollment interface construction, and will adhere to the requirements in the Cover Oregon Carrier Technical Readiness Certification and Service Level Agreements as outlined in Appendix 6.
- 11.1.10. *Enrollment Availability Changes*
 - 11.1.10.1. If Carrier wishes to close enrollment in a QHP, Carrier will notify Cover Oregon at least 30 days prior to the closure date. Enrollment may only close on the first day of the month.
 - 11.1.10.2. Once enrollment in a QHP is closed, it must remain closed for a minimum of 180 days.
 - 11.1.10.3. If Carrier wishes to re-open enrollment in a QHP, Carrier will notify Cover Oregon at least 30 days prior to the re-open date. Enrollment may only re-open on the first day of the month. If Carrier sends notification before the 180 day minimum has passed, enrollment will re-open on the first day of the month following the 180 day minimum.

11.2. Enrollment – Small Employer Product Line

- 11.2.1. Rates will be valid for twelve (12) months from the effective date of coverage.
- 11.2.2. Carrier will quote and offer Small Employer QHPs available in the Small Employer's geographic area.
- 11.2.3. Carrier will accept requests for quotes from Cover Oregon via the Carrier SHOP Get Quote interface (Appendix 7: CAR_001), using a standardized census format, and will return premium data or return codes via the same interface.
- 11.2.4. Carrier will incorporate Carrier's current underwriting guidelines and limitations within its quoting engine.
- 11.2.5. Carrier will accept Cover Oregon determinations concerning group and member eligibility.
- 11.2.6. Carrier will accept new groups and final rates based on the business verification and final quote performed by Cover Oregon. The final rates will be quoted by Cover Oregon using actual employee zip codes and dates of birth.
- 11.2.7. Carrier will use Cover Oregon's monthly cut-off date (the 23rd of each month) for new group submissions.
- 11.2.8. Cover Oregon will send an Employer Group Setup/Maintenance File (Appendix 6: CAR_003) for each Small Employer that selects Carrier as

an option. Upon receipt of the file, Carrier will perform the functions in Appendix 6: CAR_003.

- 11.2.9. Carrier will accept member enrollment information electronically from Cover Oregon via Outbound Enrollment for SHOP XML (Appendix 6: CAR_002).
- 11.2.10. Carrier will provide new member information and SBC directly to subscribers upon receipt of enrollment file from Cover Oregon.
- 11.2.11. Carrier will provide member materials, such as ID cards, member certificates, and Oregon State Continuation information directly to members.
- 11.2.12. Carrier will provide group-level materials, such as contracts and program collateral materials, directly to Cover Oregon for posting on Small Employer web portal pages.
- 11.2.13. Cover Oregon will adhere to Small Employer probationary periods and Open Enrollment periods for all employees, consistent with Oregon law.
- 11.2.14. Exceptions may be granted for retroactive terminations and enrollments. Carrier will work with Cover Oregon on exception review and approval.
- 11.2.15. Carrier will include the uniform provisions in all Small Employer group agreements. Carrier may use either Appendix 7: Small Employer Plan Contract Uniform Provisions embedded in Carrier's own agreements, or the endorsement document provided in Appendix 8: Small Employer Plan Product Endorsement to accomplish this.
- 11.2.16. QHP Renewal
 - 11.2.16.1. Cover Oregon will provide renewal notification materials to groups 90 days prior to the renewal date.
 - 11.2.16.2. Carrier will have rates available for quoting 100 days prior to renewal date.

11.3. Enrollment – Individual

- 11.3.1. Carrier will accept member enrollment information electronically from Cover Oregon (Appendix 6: CAR_021).
- 11.3.2. Carrier is responsible for:
 - 11.3.2.1. Issuing member handbooks and identification cards, SBCs, certificates of creditable coverage, notices of termination, and endorsements and/or amendments to the member contract;
 - 11.3.2.2. Accurately enrolling Individuals in QHPs using data supplied by Cover Oregon;
 - 11.3.2.3. Billing Individuals and collecting premium payment;
 - 11.3.2.4. Providing eligibility/enrollment/payment status as required by the ACA for reporting (Appendix 6: CAR_018); and
 - 11.3.2.5. Providing renewal QHPs and rates to Cover Oregon and covered Individuals annually.

11.4. Carrier Termination of coverage for Qualified Individuals

- 11.4.1. Carrier may only terminate coverage as permitted by Cover Oregon in accordance with 45 CFR § 155.430(b) and as consistent with OID requirements.

- 11.4.2. Termination of coverage notice requirement. If an enrollee's coverage in a QHP is terminated, Carrier will:
 - 11.4.2.1. Provide the enrollee with a notice of termination of coverage that includes the reason for termination, consistent with the termination effective date established by Cover Oregon in accordance with 45 CFR § 155.430(d) and
 - 11.4.2.2. Notify Cover Oregon of the termination effective date and reason for termination (Appendix 7: CAR_005).
- 11.4.3. *Termination of coverage due to non-payment of premium.* Carrier will establish a standard policy for the termination of coverage of enrollees due to non-payment of premium as permitted by Cover Oregon in 45 CFR § 155.430(b)(2)(ii). This policy for the termination of coverage:
 - 11.4.3.1. Will include the grace period for enrollees receiving advance payments of the premium tax credits as described in section 11.4.4; and
 - 11.4.3.2. Will be applied uniformly to enrollees in similar circumstances.
- 11.4.4. *Grace period for recipients of advance payments of the premium tax credit.* Carrier will provide a grace period of three consecutive months if an enrollee receiving advance payments of the premium tax credit has previously paid at least one full month's premium during the Policy Year. During the grace period, Carrier will:
 - 11.4.4.1. Pay all appropriate claims for services rendered to the enrollee during the first month of the grace period and may assign a pending status to claims for services rendered to the enrollee in the second and third months of the grace period;
 - 11.4.4.2. Notify CMS of such non-payment; and
 - 11.4.4.3. Notify providers of the possibility for denied claims when an enrollee is in the second and third months of the grace period.
- 11.4.5. *Advance payments of the premium tax credit.* For the 3-month grace period described in section 11.4.4 of this section, Carrier will:
 - 11.4.5.1. Continue to collect advance payments of the premium tax credit on behalf of the enrollee from the Department of the Treasury; and
 - 11.4.5.2. Return advance payments of the premium tax credit paid on behalf of such enrollee for the second and third months of the grace period if the enrollee exhausts the grace period as described in section 11.4.7.
- 11.4.6. *Notice of non-payment of premiums.* If an enrollee is delinquent in premium payment, Carrier will provide the enrollee with notice of such payment delinquency.
- 11.4.7. *Exhaustion of grace period.* If an enrollee receiving advance payments of the premium tax credit exhausts the 3-month grace period in section 11.4.4 without paying all outstanding premiums, Carrier will terminate the enrollee's coverage on the effective date described in 45 CFR §

155.430(d)(4), provided that Carrier meets the notice requirement specified in section 11.4.2.1.

11.4.8. *Records of termination of coverage.* Carrier will maintain records in accordance with Cover Oregon standards established in accordance with 45 CFR § 155.430(c).

11.4.9. *Effective date of termination of coverage.* Carrier will abide by the termination of coverage effective dates described in 45 CFR § 155.430(d).

12. PRODUCER PARTICIPATION MANAGEMENT

Carrier agrees to the terms and conditions of Producer Participation in Cover Oregon contained in Appendix 1: Cover Oregon-Affiliated Agents and Commissions Program.

13. CLAIMS PROCESSING

Carrier will administer benefits and process claims according to all applicable state and federal laws.

13.1. Carrier will be responsible for claims processing systems, which includes accepting authorized submission of claims directly from providers or from members, issuing Explanation of Benefit Forms (EOBs), and responding to customer inquiries for clarification of claims processing. Carrier will perform all necessary functions to ensure accurate and timely payment of benefits for Cover Oregon members according to state and federal claims processing requirements.

13.2. Carrier will maintain a quality control program that validates the accuracy of claims processing. Carrier will regularly review procedures and processes to ensure that all aspects of claims are processed in an efficient, professional, cost-effective manner that complies with all federal and state laws.

14. CUSTOMER SERVICE

Carrier agrees to uphold the requirements of Appendix 9: Cover Oregon Customer Service Interaction Process.

15. AMERICAN INDIAN AND ALASKA NATIVE REQUIREMENT

15.1. Carrier will comply with all federal laws and regulations applicable to Carrier specific to American Indians and Alaska Natives (AI/AN) in the ACA and other federal laws and regulations, including but not limited to:

15.1.1. Monthly enrollment periods for AI/AN enrolled through Cover Oregon;

15.1.2. No Cost-Sharing for AI/AN at or below three hundred (300) percent of Federal Poverty Level;

15.1.3. No Cost-Sharing for items or services furnished through Indian health providers;

15.1.4. Health programs operated by the Indian Health Services, Indian tribes, tribal organizations, and Urban Indian organizations will be the payer of last resort for services provided by such programs, notwithstanding any federal, state, or local law to the contrary; and

15.1.5. Compliance with Indian Health Care Improvement Act Sections 206 [25 U.S.C. §1621e] and 408 [25 USC § 1647a].

- 15.2. Carrier is encouraged to offer to contract with all Indian health providers in Carrier's service areas as in-network providers.
- 15.3. Carrier will accept indicators from Cover Oregon signifying an Individual is AI/AN.
- 15.4. If Carrier contracts with a Federally Recognized Tribe or Indian health provider, Carrier will notify Cover Oregon of this relationship.
- 15.5. Carrier will use the Indian Addendum, set through Cover Oregon rule making process, when contracting with a specified Indian health provider.
- 15.6. Carrier will participate in Cover Oregon Tribal Premium Sponsorship Program (TPSP) and meet all requirements as set forth in Appendix 2.

16. CARRIER USE OF COVER OREGON SYSTEM

To facilitate coordination between Carrier and Cover Oregon, Cover Oregon will provide users authorized by Carrier with a username and password that enables them to access Cover Oregon systems created specifically for Carrier. These systems will allow Carrier to perform functions necessary for participation in Cover Oregon.

16.1. **QHP Data Verification**

After Carrier's QHPs are certified, Cover Oregon will instruct Carrier to log in to its account to view the QHP data. Carrier will verify that this data is correct before its QHPs can be offered on the Cover Oregon website. All of a Carrier's QHPs must be verified before any can be offered on the Cover Oregon website.

16.2. **Secure E-Mail**

Carrier will have access to secure e-mail within Cover Oregon. Carrier will use this feature for all electronic communications with Cover Oregon.

16.3. **Account Maintenance**

Carrier will be responsible for maintaining contact information for individuals who work closely with Cover Oregon staff.

16.4. **Financial Information**

Carrier will be responsible for maintaining account information necessary for the electronic transfer of funds.

16.5. **Marketing Materials**

Carrier will upload marketing materials bearing Cover Oregon logo to Carrier's account for Cover Oregon review, as described in section 8.

17. NETWORK ADEQUACY

Carrier will ensure that the provider network of each QHP meets federal standards that include, but are not limited to, the following:

17.1. Either:

- 17.1.1. The network includes essential community providers such as federally qualified health centers, tribal centers or Indian health centers and clinics, and other organizations who qualify for special pricing for prescription drug manufacturers, as required by 45 CFR § 156.235; or
- 17.1.2. Carrier provides a majority of covered professional services through physicians employed by Carrier or through a single contracted medical group, and Carrier has a sufficient number and geographic distribution of employed providers and hospital facilities, or providers of its contracted medical group and hospital facilities, to ensure reasonable and timely

access for low-income, medically underserved Individuals in the QHP's service area, in accordance with Cover Oregon's network adequacy standards.

- 17.2. Carrier maintains a network large and diverse enough to provide all services without an unreasonable delay, and includes providers that specialize in mental health and substance abuse services;
- 17.3. The network is consistent with the network adequacy provisions of section 2702(c) of the Public Health Service Act, 42 U.S.C. 300gg-1(c), and 45 CFR §§ 156.230 and 156.235; and
- 17.4. Per 45 CFR 156.230(b), Carrier will make its provider directory for a QHP available to Cover Oregon in a form and manner to be defined by Cover Oregon, and to potential enrollees in hard copy upon request. In the provider directory, Carrier will identify providers who are not accepting new patients.

18. **QUALITY IMPROVEMENT STRATEGIES, QUALITY REPORTING AND ENROLLEE SATISFACTION**

- 18.1. Carrier will implement and report on a quality improvement strategy or strategies that include provider-level quality reporting, case management, care coordination, prevention of hospital readmissions, activities to improve patient safety, and activities to reduce health disparities.
- 18.2. Carrier will disclose and report information on health care quality and outcomes, and implement enrollee satisfaction surveys.
- 18.3. Cover Oregon will coordinate with Carrier to establish reporting format and timelines.

18.4. **Accreditation**

Carrier will be accredited for exchange participation, in accordance with 45 CFR § 156.275, by either NCQA or URAC by April 1, 2014. Carrier will provide Cover Oregon a copy of its most recent accreditation survey, together with any survey-related information that CMS may require, such as corrective action plans and summaries of findings. If Carrier receives full accreditation by January 1, 2015, it will receive extra recognition on the Cover Oregon website.

19. **MANDATORY REPORTING AND PERFORMANCE STANDARDS**

- 19.1. Pursuant to CFR 45 CFR 156.220 (b), Carrier will provide the following information to OID, CMS, and Cover Oregon:
 - 19.1.1. Claims payment policies and practices;
 - 19.1.2. Periodic financial disclosures;
 - 19.1.3. Data on enrollment;
 - 19.1.4. Data on disenrollment;
 - 19.1.5. Data on the number of claims that are denied;
 - 19.1.6. Data on rating practices; and
 - 19.1.7. Information on cost-sharing and payments with respect to any out-of-network coverage.
- 19.2. Carrier will make the information described in section 19.1 available to the public. Carrier will ensure that this information is provided in plain language as defined under 45 CFR § 155.220.

- 19.3. Cover Oregon will defer to CMS or OID to define the format, content, and timelines of information on enrollee rights required under Title I of the ACA and reproduced under section 19.1 above. Carrier will submit this information to Cover Oregon and OID simultaneously.
- 19.4. Cover Oregon will identify a list of quality measures to be used to evaluate Carrier's QHP performance and effectiveness and assign a QHP grade. The measures chosen will be measures already established by nationally or locally recognized entities such as NCQA, CMS, and Oregon Health Care Quality Corporation (Quality Corp). Cover Oregon will work with an independent contractor, Quality Corp, to collect all data necessary to assign a quality rating for each QHP. Carrier will join the Quality Corp measurement and reporting initiative and will submit its administrative claims data to Quality Corp on a regular schedule, at minimum biannually. Carrier will make the annual contribution required by Quality Corp, expected to be \$25,000 plus \$0.22 per member per year. If Carrier is already a member of Quality Corp, Carrier will continue to make its regular annual contributions and per member per year contributions based on annual enrollment reflected in annual reports submitted to OID. Proposed measures include:
 - 19.4.1. Breast cancer screenings;
 - 19.4.2. Comprehensive diabetes screenings;
 - 19.4.3. Cholesterol management (LDL test) for patients with cardiovascular conditions;
 - 19.4.4. Flu shots;
 - 19.4.5. Avoidable hospital stays for chronic conditions;
 - 19.4.6. Initiation and engagement of alcohol and other drug treatment;
 - 19.4.7. Antidepressant medication management;
 - 19.4.8. Prenatal and postpartum care;
 - 19.4.9. Well-child visits in the first 15 months of life, six or more;
 - 19.4.10. Getting needed care without delay;
 - 19.4.11. Customer service – courtesy and respect;
 - 19.4.12. Customer service – information; and
 - 19.4.13. Overall rating of health care quality.
- 19.5. Carrier will submit reports to Cover Oregon detailing Carrier's activities to prevent hospital readmissions through a comprehensive program for hospital discharge that includes patient-centered education and counseling, comprehensive discharge planning, and post discharge reinforcement by an appropriate health care professional, per ACA 1311(g)(B). Carrier will submit these reports upon Certification and annually within ninety days after the calendar year end cutoff. These reports are not required to be submitted for each QHP unless Carrier's strategies and activities differ among the QHPs. These reports will include the key measures and results used by Carrier to evaluate the effectiveness of the programs, as well as Carrier's interpretation and evaluation of the results.
- 19.6. Carrier will submit reports to Cover Oregon detailing Carrier's activities to improve patient safety and reduce medical errors through the appropriate use of best clinical practices, evidence based medicine, and health information technology under the QHP or coverage, per ACA 1311(g)(C). Carrier will submit

these reports upon Certification and annually within ninety days after the calendar year end cutoff. Carrier is not required to submit these reports for each QHP, unless Carrier's strategies and activities differ among the QHPs. These reports will include the key measures and results used by Carrier to evaluate the effectiveness of the programs, as well as Carrier's interpretation and evaluation of the results.

- 19.7. Carrier will submit reports to Cover Oregon detailing Carrier's wellness and health promotion activities, per ACA 1311(g)(D). Carrier will submit these reports upon Certification and annually within ninety days after the calendar year end cutoff. Carrier is not required to submit these reports for each QHP, unless Carrier's strategies and activities differ among the QHPs. These reports will include the key measures and results used by Carrier to evaluate the effectiveness of the programs, as well as Carrier's interpretation and evaluation of the results.
- 19.8. Until CMS releases further guidance regarding enrollee satisfaction surveys, Carrier will submit to Cover Oregon the most recent final results of the Consumer Assessment of Healthcare Providers and Systems (CAHPS) survey for each QHP within 30 days of receipt of the results.
- 19.9. Cover Oregon may request additional reporting as required and defined by CMS or OID. Cover Oregon will follow the format, content, and timelines defined by CMS or OID.

20. ADMINISTRATIVE CHARGE

Carrier will remit an Administrative Charge.

- 20.1. Cover Oregon will assess Carrier on a monthly basis for the Administrative Charge. Carrier will be assessed based upon Cover Oregon's Enrollment Reconciliation File (Appendix 6: CAR_006). The Charge will be assessed on the first business day of each month. Carrier will submit payment as billed via EFT to Cover Oregon no later than the last business day of the billed month. Cover Oregon will adjust any discrepancies identified in the Enrollment Reconciliation File in the following month's assessment.
- 20.2. Per OID, if Carrier offers Plans both inside and outside Cover Oregon, the Administrative Charge is considered part of the total administrative expense that is used to set premium rates which will be the same inside and outside Cover Oregon (OAR 863-053-0471(3)(a)). Therefore, Carrier may not allocate the Cover Oregon Administrative Charge only to those policyholders who purchase through Cover Oregon.



EXHIBIT B

Standard Terms and Conditions

1. Term

- a. This Contract is effective _____. Carrier shall complete the Statement of Work (Exhibit A)
- b. Unless otherwise renewed, this Contract terminates December 31, 2015. Carrier is responsible for payment of all Claims with dates of service on or prior to the date of termination, including applicable grace periods and run out periods.
- c. Cover Oregon and Carrier may, at any time, decide to extend the Contract beyond the termination date listed .

2. Controlling Law/Venue

This Contract is to be construed according to the laws of the State of Oregon without regard to principles of conflicts of law, and applicable federal law. Any action or suit brought by the parties relating to this Contract must be brought and conducted exclusively in the Circuit Court of the State of Oregon for Marion County in Salem, Oregon or, if a claim must be brought in a federal forum, in the United States District Court for the District of Oregon. Carrier hereby consents to the personal jurisdiction of these courts, waives any objection to venue in these courts, and waives any claim that either forum is an inconvenient forum. Neither this section nor any other term of this Contract may be construed as a waiver by Cover Oregon or the State of Oregon of any form of defense or immunity, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.

3. Compliance with Applicable Law

- a. Carrier shall comply with all state and local laws, regulations, executive orders, administrative bulletins, and ordinances applicable to the 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:
 - (1) Civil rights and employment laws including, but not limited to Titles VI and VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Executive Order 11246, the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975;
 - (2) Laws protecting privacy and security, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA);
 - (3) Laws protecting benefits rights of veterans, including, but not limited to the Vietnam Era Veterans' Readjustment Assistance Act of 1974 and the Uniformed Services Employment and Reemployment Rights Act of 1994;

- (4) Laws providing for continuation and portability of benefits, including, but not limited to the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), the HIPAA, and the American Reinvestment and Recovery Act of 2009;
- (5) Medicare secondary payer laws, including, but not limited to the Social Security Number reporting requirements in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA), 42 U.S.C. §1395y (b)(7);
- (6) Affordable Care Act (ACA);
- (7) Any Oregon state laws corresponding to or implementing the above federal laws;
- (8) The Oregon Consumer Identity Theft Protection Act, ORS 646A.600 to 646A.628, including, but not limited to the notice of breach of security provisions;
- (9) If Carrier is an insurance company, the Insurance Code as defined in ORS 731.004, or if Carrier is a health care service contractor within the meaning of ORS 750.005, the portions of the Insurance Code that ORS 750.055 applies to health care service contractors; and
- (10) All regulations and administrative rules established pursuant to the foregoing laws.

These laws, regulations, executive orders, administrative bulletins, and ordinances are incorporated by reference herein to the extent that they are applicable to this Contract and required by law to be so incorporated.

- b. Carrier shall comply with the federal laws as set forth or incorporated, or both, in this Contract and all other federal laws applicable to Carrier's performance under this Contract as they may be adopted, amended or repealed from time to time.
- c. All provisions of the Contract are governed by Cover Oregon's Rules (OAR Chapter 945) generally, in addition to any specific Cover Oregon Rules cited herein. If the Contract's provisions conflict with Cover Oregon's Rules, Cover Oregon's Rules take precedence over the provisions of the Contract.
- d. Carrier shall include provisions in its subcontracts expressly and specifically requiring compliance with the laws described in the preceding paragraphs a-c. Contractors shall enforce such provisions in connection with any violation of law by subcontractor that comes to the attention of Carrier.

5. Independent Contractor

- 5.1 Carrier is not an officer, employee, or agent of Cover Oregon as those terms are used in ORS §30.265 or otherwise.
- 5.2 If Carrier is currently performing work for Cover Oregon, the State of Oregon, or the federal government, Carrier by signature to this Contract represents and warrants that Carrier'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 Carrier currently

performs work under this Contract is to be charged against federal funds, Carrier certifies that it is not currently employed by the federal government.

- 5.3 Carrier is responsible for all federal and state taxes applicable to compensation paid to Carrier under this Contract and, unless Carrier is subject to backup withholding, Cover Oregon will not withhold from such compensation any amounts to cover Carrier's federal or state tax obligations. Carrier is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation paid to Carrier under this Contract, except as a self-employed individual.
- 5.4 Carrier agrees and acknowledges that it is an independent contractor of Cover Oregon for purposes of this Contract. Carrier shall perform all Work as an independent contractor. Cover Oregon reserves the right to (a) determine and modify the delivery schedule for all Work to be performed and/or provided by Carrier pursuant to this Contract, (b) to establish minimum standards relevant to the work product to be supplied by Carrier pursuant to this Contract, and (c) to evaluate the quality of the work product provided by Carrier pursuant to this Contract, and (d) to decline work product that falls below the minimum standards provided by Cover Oregon to Carrier pursuant to this Contract. However, Cover Oregon may not and will not control the means or manner of Carrier's performance. Carrier is responsible for determining the appropriate means and manner of performing the Work.

6. Representations and Warranties

- a. Each person executing this Contract on behalf of Carrier hereby represents and warrants to Cover Oregon that such person is duly authorized to execute this Contract and to bind Carrier to each of the terms and provisions hereof.
- b. Carrier's Representations and Warranties. Carrier represents and warrants to Cover Oregon that:
 - (1) Carrier has the power and authority to enter into and perform this Contract;
 - (2) This Contract, when executed and delivered, is a valid and binding obligation of Carrier enforceable in accordance with its terms;
 - (3) The execution and performance of this Contract has been duly authorized by all necessary corporate action;
 - (4) Carrier has the requisite experience, expertise and resources to fully and properly perform all of its duties and obligations, and exercise all of the powers, as set forth in this Contract;
 - (5) Carrier has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Carrier will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with the highest standards prevalent in Carrier's industry, trade or profession;
 - (6) Carrier shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, including but not limited to having any applicable license(s) and Certificate of Authority in good standing from the OID and received Certification from Cover Oregon;

- (7) Carrier prepared its response to Cover Oregon's Application related to this Contract, independently from all other applicants, and without collusion, fraud, or other dishonesty;
- (8) Carrier has completed, obtained and performed all other registrations, filings, approvals, authorizations, consents or examinations required by any government or governmental authority for its acts contemplated by this Contract;
- (9) Carrier's Contract renewal offers, if applicable, were true, complete, accurate, and not misleading when made, and any information Carrier has furnished for this Contract, its exhibits and amendments was true, complete, accurate, and not misleading when made;
- (10) The representations and warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided; and
- (11) Carrier shall promptly notify Cover Oregon in writing if any of the foregoing representations or warranties will cease to be true at any time during the term of this Contract.

7. Recourse Limited

- 7.1 Cover Oregon is solely responsible for its obligations under this Contract. Carrier shall not be compensated for services performed or Work completed under this Contract by any other agency or department of the State of Oregon.

8. Use of Work Product

- a. Definitions. As used in this Section 7, and elsewhere in this Contract, the following terms have the meanings set forth below:
 - (1) "Carrier Intellectual Property" means any intellectual property owned by Carrier.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than Cover Oregon or Carrier.
 - (3) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Carrier delivers to Cover Oregon pursuant to the Work.
- b. Original Works. All Work Product created by Carrier pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Cover Oregon. Cover Oregon and Carrier agree that all Work Product is "work made for hire" of which Cover Oregon is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Carrier hereby irrevocably assigns to Cover Oregon any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Cover Oregon's reasonable request, Carrier shall execute such further documents and instruments necessary to fully vest such rights in Cover Oregon. Carrier forever waives any and all rights relating to original Work

Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

In the event that Work Product is Carrier Intellectual Property, a derivative work based on Carrier Intellectual Property or a compilation that includes Carrier Intellectual Property, Carrier hereby grants to Cover Oregon an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Carrier Intellectual Property and the pre-existing elements of the Carrier Intellectual Property employed in the Work Product, and to authorize others to do the same on Cover Oregon' behalf.

In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Carrier shall secure on Cover Oregon' behalf and in the name of Cover Oregon an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on Cover Oregon's behalf.

- 8.1 Federal Rights in Intangible Property. This Contract is in support of Oregon's implementation of the Patient Protection and Affordable Care Act of 2010, and is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. This Contract is subject to, and incorporates by reference, 45 CFR 74.36 and 45 CFR 92.34 governing rights to intangible property. Intangible property includes but is not limited to: computer software; patents, inventions, formulae, processes, designs, patterns, trade secrets, or know-how; copyrights and literary, musical, or artistic compositions; trademarks, trade names, or brand names; franchises, licenses, or contracts; methods, programs, systems, procedures, campaigns, surveys, studies, forecasts, estimates, customer lists, or technical data; and other similar items. If permitted by Section 12.2, the Carrier may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this Contract. The Carrier must deliver all intangible property, including but not limited to, intellectual property, to Cover Oregon in a manner that ensures the Centers for Medicare & Medicaid Services, obtains a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. Federal purposes include the purpose of administering Oregon exchanges under the Affordable Care Act of 2010. The Carrier is further subject to applicable regulations governing patents and inventions, including those issued by the Department of Commerce at 37 CFR Part 401.

9. Indemnity

- 9.1 General Indemnity. Carrier shall defend, save, hold harmless, and indemnify the state of Oregon and Cover Oregon and their respective officers, board members, employees, agents, successors in interest, and assigns from and against all claims, suits, sanctions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, and/or relating to the activities of Carrier or its officers, employees, subcontractors, and/or agents under this contract. Carrier's duty to defend is separate and distinct from the duty to indemnify and shall immediately arise when a claims, suit, action and/or loss is asserted against Cover Oregon and/or the state of Oregon in connection with the performance of Carrier, or those for whom Carrier is liable, in connection with this Contract, and regardless of whether others may owe Cover Oregon and/or the state of Oregon a duty of defense and/or indemnity. Carrier's duty to defend and indemnify Cover Oregon and the state of Oregon shall exist even if the alleged injuries or damages or losses sustained by the claimant are the result in part of Cover Oregon's and/or the state of Oregon's active or passive negligence, but the duty to defend and indemnify Cover Oregon and the state of Oregon shall not extend to injuries or damages or losses that are the result of Cover Oregon's and/or the state of Oregon's sole negligence or willful misconduct. The indemnity obligations of Carrier shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity rights and obligations in this Contract shall be, and are, the only indemnity rights and obligations between the parties, in law or in equity, arising out of or related to this contract and the work set forth herein or any claims asserted in relations thereto.
- 9.2 Indemnity for Infringement Claims. Without limiting the generality of section 13.1 herein, Carrier expressly agrees to defend, indemnify, and hold Cover Oregon, the state of Oregon and their respective officers, board members, employees, agents, successors in interest, and assigns harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys' fees, and damages arising out of or related to any claims that the work, the work product or any other tangible or intangible items delivered to Cover Oregon by Carrier that may be the subject of protection under any state or federal intellectual property law or doctrine, or Cover Oregon's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that Cover Oregon shall provide Carrier with prompt written notice of any infringement claim.
- 9.3 Defense Qualification. Notwithstanding Carrier's foregoing defense obligations, neither Carrier nor any attorney engaged by Carrier shall defend any claim in the name of the state of Oregon or Cover Oregon or any agency of the state of Oregon, nor purport to act as the legal representative of the state of Oregon or Cover Oregon, or any of its agencies, without the prior written consent of the

Oregon Attorney General. The state of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Carrier is prohibited from defending the state of Oregon, or that Carrier is not adequately defending the state of Oregon's interests, or that an important governmental principle is at issue, or that it is in the best interests of the state of Oregon to do so. The state of Oregon reserves all rights to pursue any claims it may have against Carrier if the state of Oregon elects to assume its own defense. Furthermore, notwithstanding Carrier's foregoing indemnity and defense obligations to Cover Oregon and without waiving Cover Oregon's right to recover attorneys' fees and costs as provided in section 13 to the fullest extent permitted by law, Cover Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Carrier is prohibited from defending Cover Oregon, or that Carrier is not adequately defending Cover Oregon's interests, or that an important governmental principle is at issue, or that it is in the best interests of Cover Oregon to do so. Cover Oregon reserves all rights to pursue any claims it may have against Carrier if Cover Oregon elects to assume its own defense.

10. Default; Remedies; Termination

- a. Default by Carrier. Carrier shall be in default under this Contract if:
- (1) Carrier institutes, or has instituted against it, insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
 - (2) Carrier no longer holds a license or certificate that is required for Carrier to perform its obligations under the Contract and Carrier has not obtained such license or certificate within 14 calendar days after Cover Oregon's notice or such longer period as Cover Oregon may specify in such notice; or
 - (3) Carrier commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Carrier's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 30 calendar days after Cover Oregon's notice, or such longer period as Cover Oregon may specify in such notice.
- b. Cover Oregon's Remedies for Carrier's Default. In the event Carrier is in default under Section 10a. Cover Oregon may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:
- (1) termination of this Contract under Section 10.e.(2); or
 - (2) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
 - (3) decertifying the Carrier's Qualified Health Plans.

These remedies are cumulative to the extent the remedies are not inconsistent, and Cover Oregon may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Carrier was not in default under

Section 10.a., then Carrier shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 10.e.(1).

- c. Default by Cover Oregon. Cover Oregon shall be in default under this Contract if Cover Oregon commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within 30 calendar days after Carrier's notice or such longer period as Carrier may specify in such notice.
- d. Carrier's Remedies for Cover Oregon's Default. In the event Cover Oregon terminates the Contract under Section 10.e.(1), or in the event Cover Oregon is in default under Section 10.c. and whether or not Carrier elects to exercise its right to terminate the Contract under Section 10.e.(1), Carrier's sole monetary remedy shall be a claim for any subsidy approved by Cover Oregon for periods prior to termination, less previous amounts paid and any claim(s) that Cover Oregon has against Carrier. In no event shall Cover Oregon be liable to Carrier for any expenses related to termination of this Contract or for anticipated profits.
- e. Termination.
 - (1) Termination by Mutual Consent or Upon Notice. This Contract may be terminated by mutual consent of both parties, or by either party upon 180 days notice to the other party in writing and delivered by certified mail or in person to the address listed on the first page of this Contract.
 - (2) Cover Oregon's Right to Terminate for Cause. In addition to any other rights and remedies Cover Oregon may have under this Contract, Cover Oregon may terminate this Contract immediately upon written notice by Cover Oregon to Carrier, or at such later date as Cover Oregon may establish in such notice, or upon expiration of the time period and with such notice as provided in Section 10.e.(2)(b) or Section 10.e.(2)(c) below, upon the occurrence of any of the following events:
 - (a) Carrier is in default under Section 10.a.(1) because Carrier institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
 - (b) Carrier is in default under Section 10.a.(2) because Carrier no longer holds a license or certificate that is required for it to perform Work under the Contract and Carrier has not obtained such license or certificate within 14 calendar days after Cover Oregon's notice or such longer period as Cover Oregon may specify in such notice; or
 - (c) Carrier is in default under Section 10.a.(3) because Carrier commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Carrier's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after Cover Oregon's notice, or such longer period as Cover Oregon may specify in such notice.

f. Procedure upon Termination.

- (1) When this Contract terminates, and if requested by Cover Oregon, Carrier shall administer all Claims through the applicable grace period and run out period as required by applicable state and federal law. In addition, Cover Oregon shall pay Carrier at the same applicable rates and fees for the Work performed during the applicable grace period and run out period as during the Plan Year just ending. Contract termination will not extinguish or prejudice Cover Oregon's right to enforce this Contract with respect to any default by Carrier that has not been cured.
- (2) Subject to Cover Oregon's entering into an agreement in standard form to protect privacy under HIPAA, Carrier shall transfer to Cover Oregon all required service data and records necessary to administer the QHP without a break in service if Cover Oregon does not within 30 calendar days after Cover Oregon sends a notice of termination request that Carrier administer all Claims though the grace period and run out period.
- (3) Effective on termination of this Contract, Carrier shall:
 - (a) Upon Cover Oregon's request, be responsible for performing its duties under this Contract through the end of the plan year;
 - (b) Be responsible for administration of any Claims submitted during the time after the termination and any pending claims ("run out"), including Claims incurred up to the termination date;
 - (c) Subject to the parties entering into agreements in standard form to protect privacy under HIPAA, promptly deliver to Cover Oregon all of Cover Oregon's property that is in the possession or under the control of Carrier in whatever stage of development and form of recordation such Cover Oregon property is expressed or embodied at that time;
 - (d) Cease all activities under this Contract, except for activities to perform obligations which survive termination, unless Cover Oregon expressly directs otherwise in such notice of termination; and
 - (e) Upon Cover Oregon's request, surrender to anyone Cover Oregon designates, all documents, research, or objects or other tangible things needed to complete the Statement of Work.
- (4) Termination of the Contract does not discharge either party from any obligations or liabilities already accrued prior to termination, including any breach of a Contract warranty or any default or defect in Carrier performance that has been cured. The rights and remedies of each party under this section are not exclusive and are in addition to any other rights and remedies provided by law under this Contract.

11. Records Maintenance, Access

Carrier shall maintain all financial records relating to this Contract in accordance with statutory accounting principles. In addition, Carrier shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Carrier, whether in paper, electronic or other form, that are pertinent to this Contract, in

such a manner as to clearly document Carrier's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Carrier whether in paper, electronic or other form, that are pertinent to this Contract, are collectively referred to as "Records." Carrier acknowledges and agrees that Cover Oregon and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Carrier shall retain and keep accessible all Records for the longer of:

- a. Ten years following final payment and termination of this Contract;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Contract.

12. Force Majeure

Neither Cover Oregon nor Carrier shall be responsible for delay or default caused by fire, riot, acts of God, war, terrorism or other similar events beyond the party's reasonable control. Carrier and Cover Oregon shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

13. Subcontracts, Assignment of Contract, Successors in Interest

Carrier shall not assign or transfer any rights in this Contract (including but not limited to a merger or other assignment by operation of law), or delegate any duties, without first obtaining Cover Oregon's prior written consent. Any subcontract does not relieve Carrier of any of its duties under this Contract. This Contract is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided in the Contract, their permitted legal successors and assigns.

14. No Third Party Beneficiaries

- a. Cover Oregon and the Carrier are the only parties to this Contract and the only persons who may enforce this Contract. Nothing in this Contract gives or is intended to give any benefit or right to third persons unless these persons are individually identified by name and expressly described as intended beneficiaries of this Contract. Except as otherwise stated in this Contract, the State of Oregon and its agencies are not intended beneficiaries of this Contract. Individual policy holders and small employers are intended policyholders or third party beneficiaries of the Qualified Benefit Plans issued to them by Carrier under this Contract.
- b. Third Party Beneficiaries
Individual policyholders and small employers are intended policyholders or third party beneficiaries of the Qualified Benefit Plans issued to them by Carrier under this Contract.

15. Amendments

No amendment under this Contract shall bind either party unless it is in writing and signed by both parties and when required by Cover Oregon or the Department of Justice. Any change or amendment to the Contract must refer specifically to this Contract to be valid.

16. Waiver

No party has the unilateral authority to change this Contract or waive any of its provisions. No waiver, consent, modification or change of terms of this Contract will bind all parties unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Contract will not constitute a waiver by that party of that or any other provision.

17. Severability

If any term of this Contract is determined, to any extent, to be invalid or unenforceable, the parties intend that the remainder of this Contract not be affected, and each remaining term of this Contract to be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable term is to be replaced by a mutually acceptable term, which being valid and enforceable, comes closest to the intention of the parties underlying the invalid or unenforceable term. If deletion or replacement of the invalid or unenforceable term materially changes this Contract or causes completion of either party's obligations to be unreasonable, either party may terminate this Contract without further obligation or liability upon written notice to the other party.

18. Notice

Except as otherwise expressly provided in this Contract, any communications or notices between Carrier and Cover Oregon will be given in writing, by secure messaging using Cover Oregon's web portal, by personal delivery, or by mailing the same, postage prepaid, to Carrier or Cover Oregon at the address or number set forth in this Contract, or to such other addresses or numbers as either party may indicate pursuant to this Section 18. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five business days after the date of mailing. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee. Notwithstanding the foregoing, to be effective against Cover Oregon, any notice transmitted by secure messaging using Cover Oregon's web portal must be confirmed by telephone notice to Contract Administrator listed on page one of this Contract or any such telephone number Cover Oregon may provide by written notice to Carrier.

19. Entire Agreement

This Contract constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Contract.

20. Counterparts

This Contract and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract and any amendments so executed shall constitute an original.

21. Carrier's Failure to Perform

Carrier's failure to perform the Statement of Work specified in Exhibit A or to meet the performance standards established in this Contract may result in consequences that include, but are not limited to:

- a. Requiring Carrier to perform at Carrier's expense additional work necessary to perform the Statement of Work or meet performance standards; and
- b. Declaring a default of this Contract and pursuing any available remedies for default, including termination of the Contract as permitted in Section 10. Default; Remedies; Termination of this Contract.

22. Confidentiality of Information

- 22.1 All information obtained by the Carrier in performing Work under this Contract shall be held confidential to the extent required by law, and shall not be divulged without the written consent of Cover Oregon or the member, as applicable, except as required by other terms of this Contract. The Cover Oregon Non-Disclosure Agreement, which Carrier has previously signed, is included in this Contract as Appendix 6.
- 22.2. The use or disclosure of information concerning Cover Oregon participants shall be limited to persons directly connected with the administration of this Contract. Confidentiality policies shall be applied to all requests from outside sources.
- 22.3 Cover Oregon and Carrier will share information as necessary to effectively serve Cover Oregon and its participants.
- 22.4 Any federal or state tax return or return information, as defined by 26 U.S.C. Section 6103(b), as stated and as revised to render such definition applicable to the State of Oregon, (collectively "Tax Return Information") made available to Carrier pursuant to this Contract, from any source, shall be used only for the purpose of carrying out the provisions of this Contract. Tax Return Information contained in any such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract and as permitted by federal or state law, as applicable. Inspection by or disclosure to anyone other than an officer or employee of Carrier is prohibited. All Tax Return Information will be accounted for upon receipt and properly stored before, during, and after processing to ensure the appropriate and required measures of confidentiality. In addition, all related output and products will be given the same level of protection as required for the source material. Should Carrier seek to subcontract the Work to a third party, in full or in part, Carrier shall notify Cover Oregon if the intended subcontract will require disclosure of any Tax Return

Information as part of the approval process identified in Section 19.1 of the General Terms and Conditions of the Contract.



EXHIBIT C

Required Federal Terms and Conditions

Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Carrier shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Contract, to Carrier, or to the Work, or to any combination of the foregoing. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. MISCELLANEOUS FEDERAL PROVISIONS

1.1 Carrier shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Work. Without limiting the generality of the foregoing, Carrier expressly agrees to comply and to require all employees, agents, and subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended; (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (c) the Americans with Disabilities Act of 1990, as amended; (d) Executive Order 11246, as amended; (e) the Health Insurance Portability and Accountability Act of 1996, as amended; (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (h) the Privacy Act of 1974, as amended; (i) 26 CFR 301.6103(n)-1; (j) 5 U.S.C. 552a; (k) all applicable provisions of the Internal Revenue Code, set forth in Title 26 of the United States Code, including but not limited to sections 6103, 7213, 7213A, and 7431; (l) Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104); (m) 2 CFR Part 25, Appendix A; (n) all regulations and administrative rules established pursuant to the foregoing laws; (o) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations; and These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.

2. EQUAL EMPLOYMENT OPPORTUNITY

2.1 If this Contract, including amendments, is for more than \$10,000, then Carrier shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. CLEAN AIR, CLEAN WATER, EPA REGULATIONS

3.1 If this Contract, including amendments, exceeds \$100,000 then Carrier shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to Cover Oregon, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Carrier shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. ENERGY EFFICIENCY

4.1 Carrier shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq, (Pub. L. 94- 163).

5. TRUTH IN LOBBYING

5.1 The Carrier certifies, to the best of the Carrier's knowledge and belief that:

5.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Carrier, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

5.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Carrier shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

5.1.3 The Carrier shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements)

and that all sub-recipients and subcontractors shall certify and disclose accordingly.

- 5.2 This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. HIPAA COMPLIANCE

- 6.1 Carrier is a Covered Entity, pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), the federal regulations implementing those acts, and OAR 125-055-0100 through OAR 125-055-0130 (these federal and state acts, laws, regulations, and rules are collectively referred to in this Section 6 as the “HIPAA Acts”). Carrier shall comply with the HIPAA Acts to the extent that any of its Work or obligations arising under this Contract are covered by the HIPAA Acts. To the extent that Carrier will have access to, or create, any protected health information to perform functions, activities, or services for, or on behalf of, Cover Oregon in the performance of any Work required by this Contract, Carrier shall comply and cause all subcontractors to comply with the HIPAA Acts and the following:
- 6.1.1 Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Carrier and Cover Oregon for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Contract. To the extent that Carrier is performing functions, activities, or services for, or on behalf of, Cover Oregon in the performance of any Work required by this Contract, Carrier shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the HIPAA Acts.
- 6.1.2 Data Transactions Systems. If Carrier intends to exchange electronic data transactions with a health care component of Cover Oregon in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Carrier shall execute an EDI Trading Partner Agreement and a Non-Disclosure Agreement with Cover Oregon and shall comply with Cover Oregon EDI Rules.
- 6.1.3 Consultation and Testing. If Carrier reasonably believes that the Carrier’s or Cover Oregon’s data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Carrier shall promptly consult the Cover Oregon Information Security Office. Carrier or Cover Oregon may initiate a request for testing of

HIPAA transaction requirements, subject to available resources and the Cover Oregon testing schedule.

7. RESOURCE CONSERVATION AND RECOVERY

7.1 Carrier shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

8. AUDITS

8.1 Carrier shall comply and, if applicable, require a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

8.2 Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds. State, local and Indian Tribal Governments and governmental hospitals must follow OMB A-102. Non-profits, hospitals, colleges and universities must follow 2 CFR Part 215. Sub-recipients shall monitor any organization to which funds are passed for compliance with CFR and OMB requirements.

9. DEBARMENT AND SUSPENSION

9.1 Carrier shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

10. DRUG-FREE WORKPLACE

10.1 Carrier agrees that it will provide a drug-free workplace. Neither Carrier, or any of Carrier's employees, officers, agents or subcontractors may provide any service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Carrier or Carrier's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Carrier or

Carrier's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to Cover Oregon clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities. Violation of any provision of this subsection may result in termination of the Contract.

11. PRO-CHILDREN ACT

11.1 Carrier shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).

12. AGENCY-BASED VOTER REGISTRATION

12.1 If applicable, Carrier shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

APPENDIX 1

Cover Oregon Affiliated Agents and Commissions

Cover Oregon will use a network of licensed health insurance producers who will be affiliated with Cover Oregon ("Affiliated Agents"). Cover Oregon will also have licensed health insurance producers on its own staff ("Producers"), who will not be considered Affiliated Agents. Employees (including salaried, part-time, seasonal or leased) of Carrier are not eligible to be Affiliated Agents for Cover Oregon.

Cover Oregon will establish and maintain an Agent Management Program, the current version of which is attached as Attachment A. Carrier shall participate and comply with the Agent Management Program, as it may be modified by Cover Oregon from time to time after notice to Carrier, except where inconsistent with the requirements of the Carrier Contract.

Cover Oregon will be a Business Entity registered with DCBS and eligible to affiliate with multiple Affiliated Agents according to Oregon Insurance regulation. As a Business Entity, Cover Oregon will collect commissions from Carrier for the business written through Cover Oregon by Affiliated Agents and will redistribute commissions to Affiliated Agents for the business they bring to Cover Oregon. As the Business Entity, Cover Oregon will maintain no fewer than two (2) Licensed Producers at any time on staff. Carrier shall appoint Cover Oregon as its sole producer and the single commission payee for all Cover Oregon business.

Carrier shall base its commissions on the standard commission levels paid by Carrier for small employer and individual lines of business. Cover Oregon will pass commissions paid by Carrier through to the Affiliated Agents with no offset or reduction for administration of the commission system. Carrier programs that offer bonus commission for production earned as a result of Cover Oregon business will be collected by Cover Oregon and passed through based on Cover Oregon Affiliated Agent production for that Carrier. Carrier shall provide adequate notification of changes in commission payments or schedules to Cover Oregon, allowing for facilitation by Cover Oregon of changes within its systems for Affiliated Agents. Carrier shall maintain existing Carrier standard terms and conditions for payment of commission on Cover Oregon business whenever possible. Commission will only be paid on premiums earned, and will be recovered in the event of retroactive eligibility changes. Carrier shall provide a monthly reconciliation of group and individual enrollment, identifying those for whom commission is due and payable.

Cover Oregon will:

- make available to Carrier the same information provided to agents.
- create a unique identifier to be used with each Carrier for Cover Oregon consumers as part of the eligibility data submitted to facilitate enrollment. This will facilitate Carrier payment of applicable commission to Cover Oregon;
- through Financial Management, identify the commission due each Affiliated Agent and reallocate those funds according to the terms of the Affiliated Agent affiliation documentation;
- audit commission detail to assure accurate collection and reallocation of commission funds;
- determine the timing of payment of commissions based on receipt of Carrier payments, assuring timely redistribution of commission to the appropriate Affiliated Agent or agency; and
- create reporting that identifies transparently the commission paid for Cover Oregon enrollment in small employer and individual market segments.

Carrier shall participate in creation of Affiliated Agent training documentation for the plan(s) it offers through Cover Oregon. Cover Oregon may offer its Affiliated Agent training materials and presentations to Carrier staff. Carrier staff includes licensed health sales individuals and others who may have a need to

understand in greater detail the procedures and policies of Cover Oregon. The training will duplicate the information provided to Affiliated Agents, intending to assure advanced knowledge by Carrier representatives of what Cover Oregon expects of their affiliates, and what action will be taken by Cover Oregon to manage Cover Oregon Affiliated Agent force. Carrier staff training will not include affiliation paper processing, commission process and will not result in the addition of captive sales representatives to the Affiliated Agent referral list. This training will be available but not mandatory for Carrier, and will be provided by Cover Oregon, as resources are available.

ATTACHMENT A

Oregon Health Insurance Exchange Corporation Agent Management Program

February 2012

Rev. 11/2012

Rev. 1/2013

Mission: Improving the health of all Oregonians by providing health coverage options, increasing access to information and fostering quality and value in the health care system.

Cover Oregon will use and expand upon the sales and distribution channels that exist in the current market. To maximize the ability of Cover Oregon to reach all geographic areas in Oregon (both urban and rural locations) and to assure connection with hard-to-reach populations in the most cost-effective manner, Cover Oregon will use a network of licensed health insurance producers (agents) who will be affiliated with Cover Oregon as Exchange Certified Agents.

The goal of Cover Oregon Agent Management Program is to create the most desirable marketplace for agents to place business in Oregon for small group and individual coverage. This is achieved by providing access to reliable online tools, exceptional service, the ability to provide guidance that includes eligibility for tax credits and affordability assistance for purchasers, and greatly expanded consumer choice. When appropriate, Exchange certified agents and Exchange certified Navigators are urged to work in collaboration to assure the best service for all Oregon populations.

OVERVIEW

To establish the program, Cover Oregon will:

- ***Become a Business Entity*** eligible to affiliate with multiple agents according to Oregon Insurance regulation. As a Business Entity, Cover Oregon will collect payable commission from carriers and redistribute commissions to certified agents for the business they bring to Cover Oregon.
- ***Develop an Agent network:***
 - Establish minimum criteria for participation;
 - Establish and present mandatory training and retraining;
 - Meet regulatory filing requirements (affiliation);
 - Execute agent agreements;
 - Establish tools and resources for affiliated agents;
 - Establish a Statewide Agent Advisory Committee;
 - Identify appropriate SHOP and Individual commission levels;
- ***Create financial management tools*** to calculate, collect, audit and reallocate commissions.
- ***Present transparent reports*** that show agent activity.

Exchange as Business Entity in Oregon

The Oregon Insurance Division (OID) maintains a "Business Entity" license category. This category allows an entity to affiliate with multiple producers/agents who sell business on behalf of the entity. Becoming a Business Entity and

affiliating with allows Cover Oregon to pass carrier commission through to agents for individual business, as well as in the broad consumer-choice, defined contribution model for SHOP. Essentially, Cover Oregon becomes an agent of each participating issuer, eligible to become the single commission payee for all Exchange business for each participating issuer. Under this model, agents have no incentive to recommend one plan over another. Instead, Exchange agents will have the ability to work with all plans offered through Cover Oregon.

Plan Management

Plan Management requirements shall include agreement by carriers to appoint the Cover Oregon Business Entity, and payment of commissions for designated agent-generated Exchange business to Cover Oregon. In this relationship, Cover Oregon will become each participating carriers' Business Associate for HIPAA privacy purposes. Cover Oregon will hold all affiliated agents to the same privacy standards. Employees (including salaried, part-time, seasonal or leased) of issuers doing business in Oregon are not eligible to affiliate as a producing agent for Cover Oregon.

Agent Network Development

Cover Oregon will develop a network of affiliated agents covering all areas of Oregon, and who can provide professional insurance advice and services for both SHOP and Individual Exchange consumers. Cover Oregon will affiliate with professional independent health licensed producers/agents throughout Oregon who meet the minimum criteria established.

Consumers often require the assistance of a professional in determining the best plan for themselves and their families, or for their small business employees. A robust agent network expands the sales force capabilities of Cover Oregon, giving people in all areas of the state access to expertise and personal attention. Small businesses benefit from having an agent of record as the agent can provide valuable human resources assistance, reducing the administrative burden for the small employer.

Additional elements of the Agent management program will include:

- ***Agent Commission***

Cover Oregon will collect commissions from participating carriers for the business written through Cover Oregon by affiliated agents.

Cover Oregon will pass through the commissions paid by carriers to the agents. Commissions will be based on the standard commission levels paid by participating carriers for small employer and individual lines of business. Cover Oregon will pass commissions paid by carriers through to the agents with no offset or reduction for administration of the commission system. Carrier programs that offer bonus commission for production earned as a result of Exchange business will be collected by Cover Oregon and passed through based on Exchange affiliated agent production for that carrier.

- ***Agent Training Program***

Cover Oregon affiliated agents will be required to complete training, which will begin with an online, self-paced course that includes basic details about Cover Oregon and its functions. At the conclusion of the online training, agents will be invited to register for an in-person training course. The in-person trainings will include more technical details regarding Cover Oregon portal, QHP's available through Cover Oregon, all of the affordability programs and eligibility requirements, and how to navigate Cover Oregon secure portal area established specifically for agent use. After completion of in-person training, affiliation paperwork will be executed. Affiliation with Cover Oregon will be required for agents who represent plans offered through Cover Oregon, and to receive applicable commission from Cover Oregon for the business placed. Commission paid (passed through) will be based on the standard commissions paid by participating carriers, and Cover Oregon will not reduce those rates with override deductions. Initial agent certification training will be limited to independent health insurance agents (will not include carrier representatives, see Carrier Sales Rep Training opportunities section.)

- **Agent Tools – Professional Portal/Secure Agent Site**

Cover Oregon will create secure, online tools for agent use in securing and submitting eligibility inquiries. The tool will allow the agent, in a secure, passcode protected site, to enter details regarding a purchaser to identify available plan options, submit census data (for small employers), complete eligibility application forms and questions for their clients, calculate subsidy assistance and cost-share reductions, identify eligibility for Oregon Healthy Kids, or identify OHP eligibility. As eligibility and enrollment is completed for each client, the portal will submit data to the chosen carrier, and provide notification of the effective date of coverage to both the client and the agent.

The online tools developed for agents will also provide an agent self-service mechanism, allowing agents to view their client listings, identify plans chosen by members, identify and reconcile commissions due or payable, and allow them to efficiently self-audit Cover Oregon business they write.

- **Agent Advisory Committee**

Cover Oregon will establish an Agent Advisory Committee. The committee will agree to meet periodically, and will be charged with bringing issues and recommendations to Cover Oregon for consideration. Issues may include (but not be limited to) consumer input, agent and consumer satisfaction, efficacy and functionality of tools provided by Cover Oregon, recommendations and updates to policies and procedures, and other matters relative to ongoing market conditions and agent force management.

- **Agent Directory and Referral Service**

Cover Oregon shall develop online tools that identify agents who have affiliated to sell Exchange business that allows a small business owner or individual to search for an agent who works with Exchange plans. This online directory will include agent contact information, or will allow the consumer to add their agent's unique identification number to their Exchange information.

Cultural and linguistic competencies shall be included with agent referral information. Additional unique capabilities of agents may be listed to aid consumers in finding agent assistance that best meets their needs. Exchange staff will have policies and procedures to follow when making an agent referral when requested by a consumer.

- **Oregon Insurance Pre---License Education Requirements Input**

Cover Oregon shall work with the Oregon Insurance Division to identify Exchange-specific educational detail that shall be incorporated into the Oregon pre-license training requirements for persons seeking health licensure in Oregon.

- **Carrier Training**

Cover Oregon shall make available to participating carriers the same information provided to agents. This will allow their licensed sales teams to understand Exchange operations and how Cover Oregon interacts with the agent community.

Policies and Procedures

Cover Oregon will develop policies and procedures for agent management including handling of agent of record requests for both small employer plans and individual purchasers. Cover Oregon will also develop and incorporate into Cover Oregon agent agreements policies that include but are not limited to:

- Agent succession (when an agent retires, sells their business or dies);
- Agent of Record requests (SHOP and Individual);
- Deletion of agent at the request of the purchaser;

- Notification;
- Privacy and security;
- Decertification or cancellation of agent affiliation by Cover Oregon.

Reporting and Monitoring

Cover Oregon will develop reporting criteria to study and determine purchase patterns through agents, navigators or those who buy directly through Cover Oregon. Reporting will also include consumer satisfaction with their agent interaction, and all aspects of service that aids Cover Oregon in continuous improvement.

Cover Oregon will develop and issue a periodic agent satisfaction survey. The results of the survey will be reviewed by the Agent Advisory Committee and reported to Cover Oregon management. Consumer satisfaction with agent assistance will be collected through consumer satisfaction surveys.

IMPLEMENTATION

Becoming a Business Entity

- OID procedures for filing as a Business Entity require that the filing be accomplished through NIPR, an online licensing mechanism of the National Association of Insurance Commissioners (NAIC.) Filing includes the completion of forms, attestation to background questions, and submission of fees.
- See http://www.cbs.state.or.us/external/ins/producer/procedures/licensingapp---producers_business.html#business---resident for instructions.
- As the Business Entity, Cover Oregon will maintain no fewer than two (2) Licensed Producers at any time on staff (regulatory requirement is at least one licensed individual.)
- The cost of maintaining licensure of the two mandatory staff will be born by Cover Oregon, including licensing and renewal fees, and the cost of continuing education courses required to maintain licensure.
- When filing as a Business Entity, the organization must list their owners, partners, officers and directors. Attestation is required that:
 - a. They are not convicted of or charged with committing a crime,
 - b. Been named or involved as a party in an administrative proceeding regarding any professional or occupational license or registration,
 - c. Are subject to no demand or judgment rendered against them for overdue monies by an insurer, insured or producer, or
 - d. Have ever been subject to bankruptcy proceeding,
 - e. Been delinquent in the payment of taxes,
 - f. Been found liable in a lawsuit or arbitration involving allegations of fraud, misappropriation or conversion of funds or misrepresentation or breach of fiduciary duty,
 - g. Have ever had an insurance contract terminated for alleged misconduct.
- Business Entity licensure must be renewed annually. The process and payment of the annual licensing fee is accomplished using the NIPR system.
- Business Entity filing documentation will be created and shared with Cover Oregon Management prior to filing.
- Business Entity documentation will be filed with OID on or before January 31, 2013, and will be renewed annually thereafter.

Plan Management

- Plan Management requirements must include carrier agreement to affiliate/appoint Cover Oregon;
- Plan Management requirements must include agreement by the participating carrier to pay commissions on plans identified by Cover Oregon as written by an Exchange agent;

- Commissions payable by carriers on Exchange enrollment must be paid to Cover Oregon;
- Exchange shall create a unique identifier to be used with each carrier for Exchange consumers as part of the eligibility data submitted to facilitate enrollment. This will facilitate carrier payment of applicable commission to Exchange;
- Cover Oregon shall, through Financial Management, identify the commission due each affiliated agent and reallocate those funds according to the terms of the agent affiliation documentation (see Agent Network section for details of agent affiliation process);
- Exchange shall audit commission detail to assure accurate collection and reallocation of commission funds;
- Exchange shall require participating carriers to provide a monthly reconciliation of group and individual enrollment, identifying those for whom commission is due and payable.
- Exchange shall determine the timing of payment of commissions based on receipt of carrier payments, assuring timely redistribution of commission to the appropriate agent or agency;
- Cover Oregon shall not retain a percentage of the commission paid;
- Cover Oregon shall create reporting that identifies transparently the commission paid for Exchange enrollment in small employer and individual market segments;
- Participating plans will agree to provide adequate notification of changes in commission payments or schedules to Exchange, allowing for facilitation by Exchange of changes within their systems for affiliated agents;
- Exchange will review and agree to carrier privacy requirements as a business associate under the terms of HIPAA, and will establish privacy and security requirements and mechanisms to assure the security of consumer protected health information;
- Carriers will agree to participate in creation of agent training documentation for the plan(s) they offer through Cover Oregon;
- As a Business Entity, Cover Oregon will be the “agent” of record for consumers and small businesses. Carrier commissions paid to Cover Oregon will be paid according to the terms outlined in Plan Management minimum requirements, maintaining existing carrier standard terms and conditions for payment of commission whenever possible. As the Business Entity, all commission will be payable to Cover Oregon, who will pass commissions through to the producing agents who affiliate with Cover Oregon using a methodology developed and applied in Cover Oregon Financial Management. Commission will only be paid on premiums earned, and will be recovered in the event of retroactive eligibility changes.

Agent Network

Cover Oregon will establish minimum requirements for each agent affiliate. Upon completion of requirements, Cover Oregon will file affiliation documentation with DCBS according to Oregon regulation. Minimum requirements will require that each affiliate:

- Hold a current license that qualifies them to sell health benefits in Oregon;
- Are in good standing with no outstanding consumer complaints or Director’s Orders in Oregon, or any other state in which the agent operates;
- Are active in the sale of health benefits in Oregon;
- Are not a salaried staff member of a health issuer;
- Are not an agent who has a captive agent issuer relationship;
- Hold adequate Errors & Omissions liability insurance coverage, and provide proof of such coverage annually;
- Complete Cover Oregon required prerequisite and in---person training and certification;
- Agree to privacy and security standards established by Cover Oregon;
- Agree to receive commission payments electronically;
- Complete annual re---training education requirements;

- Work cooperatively with navigators, as applicable;
- Agree to comply with necessary privacy requirements to gain valid authorization when necessary to assist clients with inquiries on behalf of clients to the issuers, whether the agent maintains separate appointment or affiliation with the carrier;
- Agrees to immediately report concerns or complaints made by Exchange consumers (employers, employees or individual consumers);
- Aids Cover Oregon in completing affiliation documentation within 30 days of beginning or ending a relationship with the Oregon Insurance Division in accordance with the regulatory requirements.
- Exchange shall file as a Continuing Education provider in Oregon with OID. This will streamline the ability to create and present training courses and educational seminars that are creditable for agent continuing education requirements.

Minimum data regarding each affiliated agent shall include:

- Name (as appears on license, plus names used in daily activities)
- Agency or business name, if applicable
- Tax Identification Number (TIN) – specific to agent or agency (depends on payment direction of affiliate)
- Business Address
- Phone
- Toll free (if applicable)
- Email
- Geographic areas/counties in which the agent works (some work in multiple areas of the state)
- Exchange affiliation documentation
- Agent Exchange identifier/code
- Languages spoken (fluency or proficiency)
- Training completion documentation
- E&O coverage documentation (verified annually)
- Retraining documentation
- Consumer complaint/resolution data (specific to agent or agent involvement)
- Other information as is required by Cover Oregon identified as needed to facilitate the Agent Management Program, including payment of applicable commissions.

Agents will be affiliated independently, however will be given the option at the time of affiliation to identify an agency to whom they wish the commission they earn be paid.

- Exchange will affiliate agents independently, but will agree to pay applicable commissions to an independently affiliated agent whose primary employer is an agency.

Agent Advisory Committee

The committee will include representatives from defined geographic locations, with emphasis on the inclusion of those who serve rural areas and hard-to-reach populations. The meeting length will be determined by the agenda items to discuss, and will be interactive meetings with participation required of each Advisory Committee member. Agents selected to participate will be selected based on their production, their cultural and linguistic capabilities, their ability to work with hard-to-reach populations, and their willingness to actively participate. Members of the Advisory Committee will be rotated based on a Committee charter, which will be developed and agreed to by the inaugural committee.

Agent Training

There will be no fee charged to the agent for participation in Cover Oregon certification training. At the conclusion of training, agents may choose not to participate in the sale of Cover Oregon QHP's. Those who decline to affiliate will not receive authorization to use the Cover Oregon secure portal, will not be authorized to offer Exchange products, will not be eligible to receive commission, and will not be included in Cover Oregon referral resource. Those agents who choose not to affiliate with Cover Oregon who have otherwise completed training will be eligible to receive Continuing Education credits for the course completed.

- *Training Locations:* Location of training will be based on ease of access, room capacity, and availability of beverage service. Exchange staffing for training will require travel of specially trained Cover Oregon staff. Additional staffing needs for the initial training will include support staff to facilitate the completion, collection and submission of documentation, including documentation of attendees and documentation of open issues and/or questions, administration of continuing education credit documentation, response to outstanding open issues raised during training, and completion of affiliation submission with the regulators after training is complete. Each meeting will be staffed with adequate presentation and support staff.
- *Training Timeline:* To assure agents have been trained on Exchange plans and have appropriate resources to assist Exchange clients, and have adequate time to prepare for the initial open enrollment on October 1, 2013, in-person agent training will begin in June 2013. Aggressive training scheduling to meet initial open enrollment will include numerous opportunities. Courses will be presented at various locations around the state through September 2013. Additional training sessions will be held during open enrollment, subject to demand, and ongoing new agent training will be offered periodically throughout the year.
- *Resource documentation and training materials:* Presentation slides and all supplemental training documentation will be available to agents online in the agent portal segment of the web site. Carriers will be asked to participate in the creation of plan specific materials, and will be required to confirm accuracy.

While the initial training will follow an aggressive schedule in advance of the initial open enrollment period, Cover Oregon will schedule ongoing periodic new agent training.

Mandatory annual retraining and training modules on specific Exchange-related issues, as well as Exchange update courses will be made available prior to open enrollment each year, generally beginning in September. This schedule anticipates elevated volume of January renewals for both SHOP and Individual business. Retraining will be mandatory for ongoing affiliation with Cover Oregon, and shall be the time at which agents will update and revalidate Cover Oregon minimum requirements for affiliation.

The total hours of training will be based on final agreement of the syllabus. For planning purposes, it should be anticipated to take up to four hours at each training session. Training presentation schedule will be filed with the Oregon Insurance Division as a continuing education credit eligible presentation, with at least one hour of law. Annual update training can be modified to include an hour of ethics.

It is recommended that Community Partners receive or participate in the initial agent training modules. Community Partners wishing to complete the entire agent training may do so as space allows.

Each training session shall include a required reservation list, where agents can register for the session and provide much of the detail needed to complete affiliation documentation. This will aid in reducing delays in completing affiliation following each training session.

Annual update training may include revised updates to initial certification training, but may also be modified to include credits for approved ethics presentation(s). Other training requirements may be implemented based on need under schedules other than the annual retraining schedule, when needed to assure updated policy, legislative or regulatory information is provided.

Carrier Training

Agent training materials and presentations may be offered to carriers, whether they participate with Cover Oregon or not. Carrier staff includes licensed health sales individuals and others who may have a need to understand in greater detail the procedures and policies of Cover Oregon. The training will duplicate the information provided to agents, intending to assure advanced knowledge by carrier representatives of what Cover Oregon expects of their affiliates, and what action will be taken by Cover Oregon to manage Cover Oregon agent force. Carrier staff training would *not* include affiliation paper processing, commission process and will not result in the addition of captive sales representatives to the agent referral list. This training will be available but not mandatory for carriers, and will be provided by Cover Oregon, as resources are available. Health carrier staff training will also be filed with the Oregon Insurance Division as eligible for continuing education credit courses.

Online Secure Agent Tools/Access

Secure, password protected online tools developed for affiliated agent use must interface with Cover Oregon site, where data entered regarding an individual can be submitted through validation and verification protocols, and return (in real time whenever possible) a financial eligibility determination. The agent site will also offer plan comparison and shopping, allowing them to navigate on behalf of their client in the SHOP or Individual Exchange, and assist with completion of requirements to enroll on the plan chosen. Agent tools will help to minimize the need for paper documentation, improving turnaround of enrollment processing.

The Cover Oregon portal shall also allow the agent to track their list of clients, identify if there are premium delinquencies, and identify commission due or paid. Much like an online banking statement, the tool shall encourage agents self-sufficiency in all things related to Cover Oregon. Tools for agents shall be built with the intent to create the most convenient and efficient mechanism to assist with quote, shop and enroll clients, and should include links to appropriate documentation and resources. Providing agents with expanded of consumer or small employer payment or delinquency status may be used by agents to reduce delinquency and cancellation for nonpayment, and is hoped to have a positive impact in the persistency of consumer coverage.

Creation of agent tools requires Exchange and IT staff to consult with agents regarding the most effective process flow for the activities they will participate in. Consultation with end-users will be required throughout the development of the requirements, as well as through end-user testing. Agent assistance with client questions on claims specific details will be referred to the insuring carrier. In cases where Cover Oregon-affiliated agent does not have a relationship or appointment with that agent, the agent will be required to secure appropriate authorization documentation from the client to file with the carrier.

After completing Exchange training and becoming affiliated, agents will be eligible for secure online access to the Cover Oregon portal. Using the electronic tools, agents will assist individuals and small employers in submitting census data for rate quotes, calculating individual consumer financial assistance, identifying all plan options the applicant is eligible to select from, enrolling on coverage. SHOP employers will also be provided with single billing statement and payment of premiums. Individual consumers will continue to make premium payments directly to health issuers.

Agent Commission

The secure agent portal will be password protected, and shall allow the agent to see and search their book of business (SHOP groups, employees of SHOP groups and individual consumers) to verify status, assist with updates to their client status, and manage and audit the commissions due them for their sales activities. The portal will also allow for the entry of direct deposit banking data, to facilitate E-payment of commissions earned.

SHOP and individual commission schedules will be transparent for consumers and agents, and will be a provision of the agreements executed between Cover Oregon and their affiliated agents, and amended in writing when commission changes are implemented. Cover Oregon will not determine the commission level, and will pass through all commissions paid by issuers to the applicable agent-of-record.

Agent Referral Service

Agent production and commissions payable will be monitored and aggregate data will be transparently reported. Cover Oregon shall monitor the quality of the services provided by the agents by including options for input on consumer satisfaction surveys. Monitoring will help Cover Oregon identify high production agents, who will be considered for inclusion in the agent referral program and/or participation as an Agent Advisory Committee member. This purpose of the Agent Advisory Committee is to continually communicate with agents, helping increase the effectiveness of the agents who help Exchange consumers, gain insight into training and re-training needs, gather information and intelligence regarding health benefits market activity outside of Cover Oregon, and offer suggestions and recommendations for ongoing quality improvement of Exchange resources and tools.

Once affiliated with Cover Oregon, agent names should appear by agent business location (if a person selected a specific agent, additional detail or the agent's website could be accessed) on an interactive map associated with the Browse function of the website. The tool should also be easy to access by Cover Oregon Customer Service, financial management, navigator/assisters and agent liaison staff. An interactive county-by-county map will be developed that will list affiliated agents by name, city, county or zip code for consumers searching for agent assistance.

Agent capabilities for specific language or cultural competencies will be included in the agent profile that a shopper can view. This information will be gathered at the time agents affiliate with Cover Oregon, and can be updated at any time a new competency is gained. Agents will also be urged to identify the geographic areas of the state in which they work, or are willing to assist.

Agent referrals will be implemented in a two-step process. For initial open enrollment, Cover Oregon call center staff will be trained to identify agents for referral based on consumer request. Customers who request agent assistance will be asked for preferences, and referral made based on the needs of that customer. After completion of initial agent training and affiliation, and upon completion of initial open enrollment, the referral program will be enhanced to include an online methodology in which referral can be provided.

Policies and Procedures

Cover Oregon shall develop policies and procedures that identify roles, responsibilities and expectations of affiliated agents.

Agreement to adhere to established policies and procedures is incorporated into the agent affiliation agreement. Cover Oregon will define policies for affiliation of individual agents, and any process to be adopted in cases where the agent commission is to be paid to their agency. Policies and procedures will be published in an Agent Manual, which will be made available in the agent tools and resources online.

Implementation Timeline

Agent Training: On-line pre-training will be implemented to launch in Spring 2013. In person training and certification training sessions will be scheduled for June through September 2013, in advance of the initial open enrollment period. Training will be held in multiple locations throughout Oregon. Training locations and sessions will be established with the intent to reach all agents who desire affiliation with Cover Oregon, with locations and sessions expanded based on demand. Training will be provided free of cost to the agent.

Staffing for Agent training: Each session will require two presenters and two administrative staff. Agent relations staff and other subject matter experts will make up the training teams. Presenters will support each other, and the administrative staff will manage registration and documentation. Agent training will begin in June 2013 to assure an adequate panel of agents in place when open enrollment begins. Training efforts beginning earlier than June 2013 will include general overview exchange information, and will be provided in an online environment. Technical agent training will be required to be completed in person, and will be conducted June through September to avoid loss of knowledge too far in advance of open

Agent Relations Service: An agent “hot line” will be made available to handle “just in time” agent needs through each open enrollment period. Two staff with responsibilities that focus on agent relations will provide agent support, research and respond to agent questions, perform investigations regarding appeals and complaints, commission discrepancies or other issues, and produce reporting relative to agent production. This expertise will provide assistance with benefit descriptions, documentation, coordination with navigators (when appropriate). This staff can be pulled from the “General” customer service team during open enrollment periods to help agents dealing with extraordinary needs during high volume work loads. The specialist(s) will provide general agent referral services when requested, however ‘hot line’ staff will handle unique or unusual situations, and will resolve problems and answer questions to aid agents with sale and enrollment of small employer plans and individual consumers. The agent “hot line” will field questions from agents regarding their client status and questions regarding agent of record requests, commissions payable, and other service issues specific to agents. This function will reside in the general Cover Oregon customer service team at periods other than open enrollment.

Financial Management: Exchange must incorporate into financial management the ability to create and maintain agent file data, attach agent identifiers to consumer files, calculate and generate appropriate commissions payable, generate annual tax documentation (1099’s).

Professional Portal: In developing the professional portal, secure online access to a list of the agent client list will be made available, and will include all “account” information necessary for the agent to serve their client and manage their book of business. Data available will include the carrier and plan choice (small employer or individual), the premium payable (should identify employer contribution amount or percentage as compared to employee contribution). This secure portal will also access the Agent Manual and other relevant agent resource materials.

Cover Oregon Agent Management program will be reviewed not less than annually for updates and revisions, using input from consumer satisfaction surveys and Agent Advisory Committee recommendations, regulatory or legislative updates, carrier input, agent input, and staff identification of quality improvements and enhancements.

Development of and implementation of the Agent Management Program for Cover Oregon should be integrated and applied consistently with the Navigator program wherever possible. Both agent and navigator referral and interaction with consumers will be tracked and reported, identifying consumer connections with assistance in both programs. Consistency in the reporting of agent, navigator and community partner programs will help assure transparency and will foster consistency in training and clarification of roles and responsibilities of each form of assistance. Monitoring also allows for management of consumer satisfaction or complaints, and will allow Cover Oregon to make appropriate referrals in both categories

Communications: Communications plans will include efforts specific to agents, both in making them aware of training and affiliation processes, and for outreach in their communities. Agent advertising policy, procedure and collateral, developed in cooperation with Exchange Marketing expertise will be available to agents who wish to fund placement of such ads in their community. Ongoing communication will include Exchange submission of newsletter articles to professional association groups, providing expertise and presenters at agent meetings, ongoing group and individual meetings with agents regarding Exchange issues and priorities.

APPENDIX 2
**Carrier Participation in Cover Oregon
Tribal Premium Sponsorship Program**

The Carrier shall participate in the Cover Oregon Tribal Premium Sponsorship Program (TPSP), Attachment 1, which Cover Oregon may modify from time to time by notice to Carrier. The Carrier shall:

- a. Accept and process data from Cover Oregon signifying an individual is an enrolled member of a federally recognized tribe, the individual is participating in the TPSP, a unique ID number for each entity that is a federally recognized tribe (“Tribal Entity”) and the Tribal Entity name, and enrollment data and plan information for individual whose premium will be paid by a Tribal Entity.
- b. Connect the registration billing information of the Tribal Entity to the sponsored individual’s enrollment account.
- c. Aggregate the payment for all TPSP-sponsored individuals for each Tribal Entity.
- d. Accept bank routing information from Tribal Entities on behalf of sponsored individuals via a paper form produced by Cover Oregon.
- e. Accept Tribal Entity billing addresses for sponsored individual files.
- f. Send premium billing notices and rate change information to a Tribal Entity paying premium sponsorship, with the expected premium withdrawal for all sponsored individuals and the expected bank withdrawal date.
- g. Consolidate TPSP billing and rate change notices, so that the Tribal Entity does not receive multiple notices
- h. Send premium billing notices and rate change information to sponsored individuals participating in the TPSP if the individual requests to receive such information.
- i. Send all policy information and notices to the sponsored individual.
- j. Send any cost-sharing information to the sponsored individual.
- k. Notify Tribal Entities of aggregate premium withdrawals prior to each automatic deduction each month.
- l. Consolidate sponsored individual’s rate notices for each Tribal Entity participating in the program.
- m. Accept TPSP eligibility changes throughout the month, including but not limited to, adding members, removing members, and changing payment information.
- n. Notify the Tribal Entity and Cover Oregon of the date funds will be withdrawn from the Tribal Entity’s bank account to pay for TPSP-sponsored premiums.
- o. Develop alternative procedures for accepting TPSP premium funds in the event the standard automatic premium deduction system does not run on the intended withdraw date, preventing the cancellation of coverage or an undue delay or pending of claims. Carrier shall file this alternative procedure with Cover Oregon.
- p. Send all cost-sharing charges to any AI/AN individual at or above 300% FPL who incurs cost-sharing charges.
- q. Premium rate changes are limited to once in a 12-month plan year, except for Qualifying Events .
- r. If an AI/AN individual changes plans under the allowed monthly open enrollment provisions, the premium rates may change.

In 2010, Congress passed and the President signed the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act (ACA), which in part creates health insurance exchanges. In June 2011, the Oregon Legislature passed Senate Bill 99, creating an exchange for Oregon called Cover Oregon. The ACA includes a number of provisions related to health reform that are specific to American Indians and Alaska Natives (AI/AN). An Indian is defined for the commercial market provisions of the bill as an enrolled member of a federally recognized tribe.

Attachment 1
Cover Oregon
Tribal Premium Sponsorship Program

Tribal Premium Sponsorship Program

The ACA allows Indian tribes, tribal organizations, and urban Indian organizations to pay Qualified Health Plan (QHP) premiums on behalf of individuals in the commercial market, subject to terms and conditions determined by each state exchange (See 45 CFR 155.240(b)).

All Carriers offering Qualified Health Plans (QHPs) in Cover Oregon are required to participate in TPSP.

Many of the AI/AN benefits provided in the ACA require AI/AN individuals to purchase a Qualified Health Plan through an exchange to receive such benefit. Tribes and Tribal organizations may use TPSP to facilitate AI/AN individual enrollment in Cover Oregon by paying the unsubsidized portion of the premium for Qualified Individuals.

Tribal Entity Registration Process

Each Tribal Entity will be invited to come to the Cover Oregon website and utilize the Tribal Portal as a way to register specific Tribal information into the Cover Oregon System. Cover Oregon is looking to collect each tribe's contact information, the name or names of authorized users, and preferred method of communication.

Tribes participating in TPSP must also agree to the terms and conditions of TPSP set by Cover Oregon and the Tribal Technical Work Group. While Cover Oregon will continue to update the terms and conditions, two main provisions require that premiums must be sponsored in full, after any eligible advanced premium tax credit has been applied and, Cover Oregon is not responsible for the transfer of premium payment between a Tribe and Carrier.

The Tribal Entity will provide Cover Oregon with a list of individuals for whom they agree to sponsor premiums and indicate which individuals are enrolled members of a federally recognized tribe. The Tribal Entity will specify QHPs the Tribe will sponsor.

Before a Tribal entity can complete their Cover Oregon registration, they must print out a billing form from the Cover Oregon Tribal Portal, which includes the unique Cover Oregon Tribal ID of the sponsoring Tribe. The Tribe must complete the form by adding their bank account information and routing numbers and send the document to all QHPs the Tribal entity will sponsor.

The carrier receiving this billing form is required to register the Tribal ID, along with the billing information of the Tribe. As Tribal premium sponsored individuals enroll with Cover Oregon, the Cover Oregon system will clearly identify to the Carrier that the enrolled individual is part of the TPSP and will communicate the unique Tribal Entity ID in addition to all other regular enrollment data and plan information. This way a carrier can connect the registration billing information of the Tribe to the individual enrollment account.

Attachment 1

Cover Oregon

Tribal Premium Sponsorship Program

Tribal Entities are responsible for having enough funding in their designated premium bank account to pay for all sponsored individuals, prior to the payment due date. Nothing in this program prevents a Tribal Entity from electing to make premium payment(s) directly to the carrier on behalf of individuals, subject to the billing provision of the chosen QHP(s). Payment of the premium is solely between the Tribal Entity and the Carrier(s).

Cover Oregon will develop a mechanism for registered Tribal Entities to review membership data in the secure web portal. When adding individuals to the TPSP, Tribal Entities will sign on to the secure web portal to add individuals and update their registration settings. When cancelling tribal sponsorship of an individual or individuals, the Tribal Entity will contact the Cover Oregon Tribal Administrator who will have the administrative rights to remove individual(s) from premium sponsorship.

Individual TPSP Eligibility, Shopping, and Enrollment Process

ELIGIBILITY: When applying for a QHP through Cover Oregon, an individual may or may not know that a Tribe is willing to sponsor their premium. To ensure everyone eligible has knowledge of this benefit, the Cover Oregon system will search the list of names during the eligibility process of TSPS eligible persons registered by each Tribe (this data will be collected from Tribes during the Tribal registration process). Only individuals who are on the list for TPSP may access this benefit. All other ACA eligibility rules apply.

SHOPPING: After an individual has been identified as eligible for TPSP and qualifies to purchase a QHP, they will be guided toward the regular Cover Oregon shopping experience, however, there will be two unique features. First, for TPSP sponsored plans (which have been designated by the Tribal Entity), the individual will see \$0 reported for the premium cost. Second, if the Individual chooses a TPSP plan after comparison shopping, and the individual qualifies for an advanced premium tax credit, the individual must accept the full advanced premium tax credit or choose not to participate in TPSP. If an individual declines to participate in TPSP, they will continue shopping for available plans and the premium dollar amounts for each plan will be adjusted and presented as full premium cost.

ENROLLMENT: In addition to all regular enrollment data sent to Carriers, Cover Oregon will also send data to include a TPSP individual marker, the name and unique ID number of the Tribal Entity, and if the individual is an enrolled tribal member. The unique ID number will be used by a carrier to connect the Tribal billing information to the individual.

Carrier Responsibilities for Tribal Premium Sponsorship:

Carriers must participate in TPSP to sell QHPs through Cover Oregon.

Attachment 1
Cover Oregon
Tribal Premium Sponsorship Program

Once a Tribe selects one or multiple QHPs to sponsor, the Carrier offering the sponsored QHP(s) must accept the billing form (sent from the Tribal Entity) and utilize the information within the Carrier's system. The Carrier must store the unique Tribal ID number and the billing account information in their system so that when an individual's enrollment data is sent to the Carrier from Cover Oregon, the carrier can connect the billing information of the Tribe to the individual account.

A Tribal entity may sponsor hundreds or thousands of individuals under a single carrier. In order to streamline the billing process, carriers must aggregate the premium statement for all TPSP covered individuals for each tribal entity.

Each month a carrier must send billing information to the Tribe's mailing address with the expected premium withdrawal for all sponsored individuals. In addition, carriers must disclose to the Tribe and Cover Oregon the bank withdrawal date. The carrier is responsible for sending all rate change notices to the tribal mailing address. Carriers shall consolidate individual rate notices, so that the Tribe does not receive multiple notices.

All policy notifications from the carrier will be sent directly to the individual enrolled with a carrier. Changes in plan premiums and billing notices may be sent to both the individual and the Tribal Entity, however, the notice must be sent to the Tribal entity. Carriers shall send all cost-sharing charges to any AI/AN individual at or above 300% FPL who incurs cost-sharing charges. Premium changes are limited to once in a 12-month plan year, with exceptions for changes in family status. If an individual enrolled in a federally recognized tribe changes plans under the allowed monthly open enrollment provisions, the premium rates may change based on each time a new effective date is assigned.

Cover Oregon Services Related to Premium Sponsorship

Cover Oregon is committed to offering high quality customer service for those participating in Tribal Premium Sponsorship. Cover Oregon will send out a welcome packet to tribes interested in registering with Cover Oregon and assist in explaining the potential outcomes of participating in Tribal Premium Sponsorship to individuals enrolled in TPSP plans. Cover Oregon staff will be available to support connections between Tribes, Cover Oregon, Carriers selling and individuals buying TPSP plans.

Prepared by Cover Oregon. For questions or comments contact Sonciray Bonnell, Tribal Program Analyst at (503) 373-9432 or by email sbonnell@coveroregon.com



**COVER
OREGON**

BRAND GUIDELINES

The brand guidelines outline the Cover Oregon identity elements and their usage. Cover Oregon partners must conform to these standards in order to use the branding elements. Adherence to the standards ensures consistent brand representation across all materials and consumer touch points.

	LOGO
04	Orientation
05	Background
06	Small Logo Application
07	Black and White Logo
08	Clear Space
09	Improper Logo Usage
10	Logotype
	COLOR
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14	Font Usage
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LOGO

Primary Logo
Vertical Orientation



The Cover Oregon logo is a primary element of the visual communications system. The logo is a distinctive graphic device comprised of two elements; the “C” and the “O”.

There are two orientations for the logo, vertical and horizontal. **The vertical orientation is the primary logo and should be used whenever possible.**

When the diameter of the icon becomes less than 1”, please use the customized small logo. There is both a vertical and horizontal orientation available for these instances. (See page 7 for more details.)

Secondary Logo
Horizontal Orientation



Primary Logo
White Background



Primary Logo
Graphite Background



The full-color logo should be used on either a white or graphite background.

Primary Logo Small

Vertical Orientation



Secondary Logo Small

Horizontal Orientation



Customized Small Logo

Please use the customized small logo when the diameter of the icon is **less than 1"**. There is both a vertical and horizontal orientation available for these instances.

Logo Minimum Size

The Cover Oregon logo should never be reduced to less than .5" in width when using the vertical orientation and/or less than .5" in height when using the horizontal orientation.

Primary Logo Minimum Size

Vertical Orientation



Secondary Logo Minimum Size

Horizontal Orientation



Primary Black and White Logo
Vertical Orientation



**COVER
OREGON**

When four color process applications are unavailable, the black and white logo may be used.

Secondary Black and White Logo
Horizontal Orientation



Logo Clear Space
Vertical Orientation



Clear space around the Cover Oregon logo is important to maintain the integrity of the mark. Do not use the logo in close association with other graphic or text elements or in the context of a headline or copy.

The logo should be surrounded on all sides by adequate clear space — a space equal in size to the cap height of the logotype (the height of the capital "R" in COVER). This is the minimum clear space.

Ideally the logo should be surrounded by additional clear space whenever possible.

Logo Clear Space
Horizontal Orientation





Do not rotate



Do not use effects



Do not distort



Do not alter the fonts



Do not alter gradient



Do not crop



Do not change color



Do not alter the proportions of the logo elements



Do not separate the logo elements

It is crucial not to distort or change the logo in any way. Improper logo usage diminishes the brand's recognizability and credibility.

These are examples of what NOT to do.

Vertical Orientation



COVER
OREGON

The image shows the words "COVER" and "OREGON" stacked vertically in a bold, blue, sans-serif font. The letters are widely spaced, and the overall appearance is clean and modern.

When necessary, the Cover Oregon logotype can be used alone in the orientations shown. **The logotype should be used only when the full logo cannot due to size restraints or the quality of reproduction can not be met.**

The url, coveroregon.com, should always be used in a horizontal orientation.

Horizontal Orientation



COVER OREGON

The image shows the words "COVER" and "OREGON" placed side-by-side in a bold, blue, sans-serif font. The letters are widely spaced, and the overall appearance is clean and modern.

URL



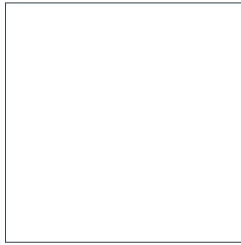
COVEROREGON.COM

The image shows the website address "COVEROREGON.COM" in a bold, blue, sans-serif font. The letters are widely spaced, and the overall appearance is clean and modern.

COLOR

Primary Colors

Cover Oregon Graphite
 CUSTOM 1 COLOR INK:
 Code sfb-34600
 (Yellow 21.5%, Imit Reflex
 58%, Black 20.75%)
 CMYK: C25 M2 Y2 K87
 RGB: R49 G63 B70
 WEB: 313F46



WHITE
 CMYK: C0 M0 Y0 K0
 RGB: R255 G255 B255
 WEB: FFFFFFFF



Cover Oregon Blue
 PMS 7460 Uncoated
 CMYK: C100 M0 Y0 K5
 RGB: R0 G165 B227
 WEB: 00A5E3

This color palette reflects the hierarchy in which the colors should be used. The full color logo is bright and fully saturated gradient of cyan to green and looks best on a field of white or graphite.

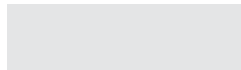
When looking to use a field of color, use blue but with restraint (never as a full flood of color). This is complemented with a wide range of cool neutrals.

Secondary Colors

PMS 431 Uncoated
 CMYK: C62 M50 Y50 K20
 RGB: R98 G103 B104
 WEB: 626768



PMS 429 Uncoated
 CMYK: C35 M30 Y31 K4
 RGB: R164 G160 B158
 WEB: A4A09E



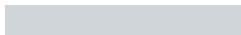
PMS 427 Uncoated
 CMYK: C14 M10 Y14 K1
 RGB: R214 G214 B209
 WEB: D6D6D1



Grey gradient

Tertiary Colors

PMS 430 Uncoated
 CMYK: C:5 M:0 Y:0 K:15
 RGB: R:148 G:156 B:161
 WEB: 949CA1



PMS 428 Uncoated
 CMYK: C:2 M:0 Y:0 K:18
 RGB: R:207 G:212 B:216
 WEB: CFD4D8



PMS 368 Uncoated
 CMYK: C:57 M:0 Y:100 K:0
 RGB: R:122 G:193 B:67
 WEB: 7AC143

TYPOGRAPHY

Headline Font

BRANDON GROTESQUE

Brandon Grotesque Medium (Uppercase)

ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890!@#\$\$%^&*

Brandon Grotesque Bold (Uppercase)

ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890!@#\$\$%^&*

Body Copy Font

Avenir

Avenir Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890!@#\$\$%^&*

Avenir Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890!@#\$\$%^&*

Avenir Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890!@#\$\$%^&*

Avenir Bold Italic

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890!@#\$\$%^&*

Typography is one of the core brand elements that provides our distinctive look and feel.

Brandon Grotesque is a unique san-serif font that should be used in all uppercase for headlines, subheads and all website navigation.

Avenir should be used for all body copy. It is a versatile san-serif font specified for optimal legibility. Avenir can also be used in all uppercase for headlines and subheads only when Brandon Grotesque is unavailable.

COPY

WWW.COVEROREGON.COM

1-855-CoverOR

Cover Oregon is an online central marketplace where Oregon individuals and employers can shop for health insurance coverage and access financial assistance to help pay for coverage. In addition to visiting www.coveroregon.com, consumers can access Cover Oregon plans through insurance agents and community partners or by calling the Cover Oregon Service Center at **1-855-CoverOR**.

MISSION STATEMENT

Improving the health of all Oregonians by providing health coverage options, increasing access to information, and fostering quality and value in the health care system.

QUESTIONS?

For questions or additional needs please contact:

CHARLIE DEY

cdey@coveroregon.com

503-373-9433

Appendix 4
Cover Oregon Guidelines for Standard Plan Cost Sharing Reductions.

Deductible/OOP Max	AV Input	Silver	201-250% FPL	151-200% FPL	133-150% FPL
Type of Plan		Deductible	Deductible	Deductible	Deductible
Medical Ded	Yes	\$2,500	\$2,500	\$750	\$100
Rx Ded	Yes	\$0	\$0	\$0	\$0
Integrated Ded	Yes	No	No	No	No
Medical OOPM	Yes	\$6,400	\$4,250	\$1,500	\$750
Rx OOPM	Yes	N/A	N/A	N/A	N/A
Integrated OOPM	Yes	Yes	Yes	Yes	Yes
Family Deductible / OOP ⁶	No	2x Individual	2x Individual	2x Individual	2x Individual
Deductible does not apply to:	Yes	Prev, OVs, UC	Prev, OVs, UC	Prev, OVs, UC	Prev, OVs, UC
Rx Deductible Applies to Tiers	Yes	N/A	N/A	N/A	N/A
Service Category		Copay / Coinsurance	Copay / Coinsurance	Copay / Coinsurance	Copay / Coinsurance
Inpatient ¹	Yes (SNF)	30%	30%	10%	10%
Outpatient ²	Yes	30%	30%	10%	10%
ER ³	Yes	30%	30%	10%	10%
Radiology (MRI, CT, PET)	Yes (Lab/X-Ray)	30%	30%	10%	10%
Preventive (Prev)	Yes	\$0	\$0	\$0	\$0
PCP Office Visit (OV)	Yes	\$35	\$35	\$15	\$10
Non-Specialist Visit ⁴	Yes (PT/OT/ST)	\$35	\$35	\$15	\$10
Specialist Office Visit ⁵	Yes (MH/SA)	\$70	\$70	\$30	\$20
Urgent Care (UC)	No	\$90	\$90	\$40	\$30
Ambulance	No	30%	30%	10%	10%
Rx Generic	Yes	\$15	\$15	\$10	\$5
Rx Preferred Brand	Yes	\$50	\$50	\$25	\$10
Rx Non-Preferred Brand	Yes	50%	50%	50%	25%
Specialty Drug	Yes	50%	50%	50%	25%
Actuarial Values					
Federal AVC - Final Rounded		68%	73%	87%	94%
Federal AVC - Final Exact		68.0%	72.7%	86.9%	93.8%

*A standard gold plan is not required outside of the exchange. Contact Cover Oregon for exchange requirements.

**Integrated Medical/Rx Deductible

¹ Inpatient includes surgery, ICU/NICU, maternity, SNF and MH/SA. This cost sharing will also include physician and anesthesia costs, as appropriate.

² Outpatient includes ASCs. This cost sharing will also include physician and anesthesia costs, as appropriate.

³ ER copay is waived if admitted.

⁴ Non-Specialist copay applies to PT/ST/OT and vision services.

⁵ Specialist copay applies to MH/SA and other specialty providers, as appropriate.

⁶ For Deductible plans, the individual deductible applies to all members while the family deductible applies only if multiple family members incur claims.

Appendix 5 – Premium Redistribution for SHOP

Overview of Employee Choice

In accordance with the Affordable Care Act, Cover Oregon’s Small Business Health Options Program (SHOP) will give small employers the ability to offer employees a much broader choice of health plans. Cover Oregon’s SHOP will let small employers select one of four levels of employee choice. These four options are summarized below:

- *Single Plan Option:* The employer selects a single SHOP plan. The selected plan serves as the employer’s reference plan and the employee’s only plan option.
- *Single Carrier Option:* Employer selects a reference plan from a particular SHOP carrier. Employees may enroll in any plan offered by the selected carrier at any level of coverage (bronze, silver, gold or platinum).
- *Metal level Option:* Employer selects a reference plan from a particular SHOP carrier. Employees may enroll in any plan offered in SHOP at the same level of coverage as the reference plan. For example, if the employer selects a silver reference plan, the employees may select any silver plan available in SHOP.
- *Broad Choice Option:* Employer selects a reference plan from a particular SHOP carrier. Employees may enroll in any plan offered in SHOP that is at the same level of coverage, below that level of coverage or one metal level above the reference plan. If the employer selects the bronze metal level, employees may enroll in any bronze or silver plan. If the employer selects the silver metal level, employees may select any bronze, silver, or gold plan. If the employer selects the gold or platinum metal level, employees may select any plan available in SHOP.

Premium Redistribution

Of these options, the Metal Level and Broad Choice options present unique pricing and selection issues for SHOP carriers. Due to rating requirements under Oregon law, a carrier must provide composite tiered rates for each group that are based on the group’s combined initial months’ demographics and associated per member allowed rating factors. Within SHOP, participating carriers will provide composite tiered rates based on the entire eligible group. These rates will be displayed during the shopping experience and both employer and employee may rely on them.

With the Metal Level and Broad Choice options, however, each employee may choose plans offered by every carrier participating in SHOP. Accordingly, each carrier could receive enrollments that, in total, represent a higher or lower average actuarial risk than the quoted group. Accordingly, if premiums were passed directly to each carrier based only on

the quoted rates, some carriers would be overcompensated relative to the actual enrollments received while others would be undercompensated.

To address this discrepancy, when an employer offers these choice options, Cover Oregon will reallocate the aggregate monthly premium received from that employer to each carrier based on the actual enrollment enrolled with that carrier. The reallocation will redistribute the actual premiums received based on the tiered billed rates to the premium that would have been generated based on the per member rate build up resulting from the actual enrollment. On a group by group basis, each carrier will receive their pro-rata percentage share of the actual premium received to the total per member rate build up premium based on actual enrollment.

The following page provides an example of the premium reallocation process.

Cover Oregon: Premium Redistribution Illustration

Cover Oregon will obtain rate tables for age, smoking and rating area from SERFF and will be formatted as displayed on the Rates tab. This Premium Redistribution Model assumes a multiple Carrier selection identified as Plan 1 and Plan 2. If all group members are enrolled with one carrier, there will be no redistribution.

Table 1 of the Premium Redistribution Model is displaying four employee enrollments including age, area, plan and smoking indicator for each employee and dependent. Smoking is indicated by (S) next to age.

Table 1: Family Characteristics							Enrolled
	Employee	Spouse	Dependent	Dependent	Dependent	Area	Plan
Employee 1	24	23	1	4		1	1
Employee 2	34					2	2
Employee 3	36-S	41-S	24-S	19-S	12	2	1
Employee 4	45	23-S	4			2	2

Table 2 indicates the rate quoted by the Carriers for this group census for each tier level.

Table 2: Plan Quotes		
	Plan 1	Plan 2
Employee Only (EE)	270.15	259.51
Employee + Spouse (E+S)	540.30	519.02
Employee + Child (E+C)	486.27	467.11
Employee + Family (E+F)	756.42	726.62

Table 3 reflects the Plan Rate for Small Employer Product Line (SHOP) pertinent to the group census in table 1. (These rate tables are downloaded from SERFF)

Plan 1				Plan 2			
Area	Age	No Smoke	Smoke	Area	Age	No Smoke	Smoke
1	0-20	100.00	150.00	1	0-20	115.00	115.00
1	23	157.48	236.22	1	23	181.10	181.10
1	24	157.48	236.22	1	24	181.10	181.10
1	34	191.18	286.77	1	34	219.86	219.86
1	35	192.44	288.66	1	35	221.31	221.31
1	36	193.70	290.55	1	36	222.76	222.76
1	41	205.04	307.56	1	41	235.80	235.80
1	45	227.40	341.10	1	45	261.51	261.51
2	0-20	115.00	172.50	2	0-20	138.00	138.00
2	23	181.10	271.65	2	23	217.32	217.32
2	24	181.10	271.65	2	24	217.32	217.32
2	34	219.86	329.79	2	34	263.83	263.83
2	35	221.31	331.96	2	35	265.57	265.57
2	36	222.76	334.13	2	36	267.31	267.31
2	41	235.80	353.69	2	41	282.95	282.95
2	45	261.51	392.27	2	45	313.81	313.81

Table 4.1 and 4.2 reflect the list bill rates for each subscriber/family by plan as calculated under Table 3.

Table 4.1: Plan 1 List Bill Rates						
	Employee	Spouse	Dependent	Dependent	Dependent	Sub Rate
Employee 1	157.48	157.48	100.00	100.00		514.96
Employee 2	219.86					219.86
Employee 3	334.13	353.69	271.65	172.50	115.00	1246.98
Employee 4	261.51	271.65	115.00			648.17
Total Premiums Required						2629.96
Table 4.2: Plan 2 List Bill Rates						
	Employee	Spouse	Dependent	Dependent	Dependent	Sub Rate
Employee 1	181.10	181.10	115.00	115.00		592.20
Employee 2	263.83					263.83
Employee 3	267.31	282.95	217.32	138.00	138.00	1043.58
Employee 4	313.81	217.32	138.00			669.14
Total Premiums Required						2568.76

Table 5 shows the following:

- List bill rates (tables 4.1 and 4.2) for each employee based on the plan they selected
- Billed premium for the Group based on rates quoted by Carriers (Table 2)
- Total billed premiums seen by the employer
- Total list bill rates that would be paid to the two carriers by Cover Oregon. In this example, the Total List Bill rates exceed total Billed Premium.
- An adjusting factor is calculated by dividing the Total Billed Premium by the Total List Rates.

Table 5: List Rates by Plan							
Plan 1	E+F		Plan 2	EE	E+F	Total List Rates	Billed Premium
Employee 1	514.96						756.42
Employee 2				263.83			259.51
Employee 3	1246.98						756.42
Employee 4					669.14		726.62
Total	1761.94			263.83	669.14	2694.91	2498.97
Adjusting Factor = Billed Premium/Total list rates							0.92729

Table 6 displays the adjusted redistributed rate to be paid to Plan 1 and Plan 2. By multiplying the Adjusting Factor from Table 5 to the individual List Bill Rates the sum of all premiums paid to carriers equals the total premiums received from the employer.

Table 6: Actual Redistributed Premiums (List Rate * Adjusting Factor)							
Plan 1	E+F		Plan 2	EE	E+F	Total Adjusted List Rates	Billed Premium
Employee 1	477.52						756.42
Employee 2				244.65			259.51
Employee 3	1156.32						756.42
Employee 4					620.49		726.62
Total	1633.84			244.65	620.49	2498.97	2498.97

Cover Oregon Premium Redistribution Illustration

							Enrld
	Emp	Spouse	Dep	Dep	Dep	Area	Plan
Emp 1	24	23	1	4		1	1
Emp 2	34					2	2
Emp 3	36-S	41-S	24-S	19-S	12	2	1
Emp 4	45	23-S	4			2	2

	Plan 1	Plan 2
EE	270.15	259.51
E+S	540.30	519.02
E+C	486.27	467.11
E+F	756.42	726.62

Plan 1				Plan 2			
Area	Age	No Smk	Smoke	Area	Age	No Smk	Smoke
1	0-20	100.00	150.00	1	0-20	115.00	115.00
1	23	157.48	236.22	1	23	181.10	181.10
1	24	157.48	236.22	1	24	181.10	181.10
1	34	191.18	286.77	1	34	219.86	219.86
1	35	192.44	288.66	1	35	221.31	221.31
1	36	193.70	290.55	1	36	222.76	222.76
1	41	205.04	307.56	1	41	235.80	235.80
1	45	227.40	341.10	1	45	261.51	261.51
2	0-20	115.00	172.50	2	0-20	138.00	138.00
2	23	181.10	271.65	2	23	217.32	217.32
2	24	181.10	271.65	2	24	217.32	217.32
2	34	219.86	329.79	2	34	263.83	263.83
2	35	221.31	331.96	2	35	265.57	265.57
2	36	222.76	334.13	2	36	267.31	267.31
2	41	235.80	353.69	2	41	282.95	282.95
2	45	261.51	392.27	2	45	313.81	313.81

	Emp	Spouse	Dep 1	Dep 2	Dep 3	Sub Rate
Emp 1	157.48	157.48	100.00	100.00		514.96
Emp 2	219.86					219.86
Emp 3	334.13	353.69	271.65	172.50	115.00	1246.98
Emp 4	261.51	271.65	115.00			648.17
Total Premiums Required						2629.96

	Emp	Spouse	Dep 1	Dep 2	Dep 3	Sub Rate
Emp 1	181.10	181.10	115.00	115.00		592.20
Emp 2	263.83					263.83
Emp 3	267.31	282.95	217.32	138.00	138.00	1043.58
Emp 4	313.81	217.32	138.00			669.14
Total Premiums Required						2568.76

Plan 1	E+F	Plan 2	EE	E+F	Total List Rates	Billed Premium
Emp1	514.96					756.42
Emp 2			263.83			259.51
Emp 3	1246.98					756.42
Emp 4				669.14		726.62
Total	1761.94		263.83	669.14	2694.91	2498.97
Adjusting Factor = Billed Premium/Total list rates						0.92729

Plan 1	E+F	Plan 2	EE	E+F	Adjusted List Rates	Billed Premium
Emp1	477.52					756.42
Emp 2			244.65			259.51
Emp 3	1156.32					756.42
Emp 4				620.49		726.62
Total	1633.84		244.65	620.49	2498.97	2498.97



Appendix 6

Cover Oregon Non-Disclosure Agreement

This non-disclosure agreement (“Agreement”) is between the Oregon Health Insurance Exchange Corporation, an Oregon public corporation d.b.a. Cover Oregon, (“Cover Oregon”) and Company (“Company”), and shall be effective as of the date this Agreement has been fully executed by each and every party hereto.

RECITALS

Each party desires to furnish to the other party certain information that the disclosing party regards as sensitive or proprietary. Each party desires that Confidential Information disclosed to the other as part of this process not be disclosed to any third party. Accordingly, in consideration of the promises and covenants made herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Confidential Information includes, but is not limited to, trade secrets, information relating to products, technical design specifications, business strategies and plans, marketing strategy and plans, pricing terms and conditions, company financial statements, customer lists, research and development programs, or information specifically related to the development of interfaces between Cover Oregon and Company. Confidential Information may be furnished in any tangible or intangible form including, but not limited to, writings, drawings or maps, computer files and other electronic media, samples, and verbal communications.
2. Each party agrees that it shall not disclose Confidential Information received from the disclosing party to any third party, nor use such Confidential Information for any purpose other than to support the specific interfaces and functions co-developed by Company and Cover Oregon. The receiving party shall use the same degree of care in maintaining the confidentiality of the Confidential Information as it uses with respect to its own information that it regards as confidential and/or proprietary, but in any case shall at least use reasonable care. Each party agrees that it will restrict the access of all Confidential Information to only those of its employees and Consultants, as further defined in this section, who have need to be informed of the Confidential Information for the purposes for which the Confidential Information is provided. The term “Consultants”, as used herein, shall include, but are not limited to, third-party administrators, vendors, and other service providers. However, if either party elects to utilize Consultants who may receive, transmit, or otherwise have access to Confidential Information protected by this Agreement, that party must have a valid and binding non-disclosure agreement with each such Consultant, containing disclosure restrictions at least as restrictive as those set forth in the instant Agreement with respect to Confidential Information, in effect prior to any potential disclosure of Confidential Information to that Consultant.
3. Notwithstanding Section 2 of this agreement, the non-disclosure obligations under this agreement do not apply to any information that:
 - a. is in the receiving party’s possession on the date this agreement is effective,
 - b. is or has been voluntarily released by Company to the public,
 - c. is disclosed to one or more third parties by the disclosing party without restriction,
 - d. is approved for release by written authorization of the disclosing party,

- e. is independently developed by employees or representatives of the receiving party without access to or use of the Confidential Information,
 - f. otherwise becomes part of the public domain through lawful means,
 - g. is determined by State, in its reasonable discretion, as required to be disclosed under Oregon Public Records law (ORS 192.410 to 192.505), or
 - h. is subject to disclosure in accordance with a court order.
4. All right, title, and interest in and to the Confidential Information remains that of the disclosing party. No right or license and no authorization or consent (other than the consent expressly set forth herein), express or implied, to use any Confidential Information is granted hereunder, and the receiving party agrees to be so limited with respect to all Confidential Information received hereunder.
 5. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate any other provision.
 6. This Agreement shall be construed in accordance with the laws of Oregon. The parties to this Agreement consent to the jurisdiction of the Circuit Court of Marion County of Oregon, unless a claim must be brought in a federal forum, in which case the parties consent to jurisdiction and sole venue of the United States District Court for the District of Oregon.
 7. This Agreement shall continue for a period of two (2) years after the Agreement becomes effective, unless otherwise extended pursuant to the mutual written agreement of the parties. Either party may terminate the Agreement any time upon thirty days prior written notice to the other party. The obligations of confidentiality, including the obligation to maintain non-disclosure agreements with Consultants as set forth in Section 2 of this Agreement, shall survive termination.
 8. This Agreement constitutes the entire Agreement as to confidentiality between the parties. There are no understandings, agreements or representations, oral or written, not specified herein.
 9. This Agreement may be executed in counterparts, all of which when taken together shall constitute one Agreement, binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original. Additionally, signatures to this Agreement that are transmitted via facsimile or electronically in .pdf format shall be considered original signatures for purposes of executing this Agreement.

SIGNATURES

Cover Oregon:

Authorized signature:	Title:
-----------------------	--------

Print name:	Date:
-------------	-------

Company

Authorized signature:	Title:
-----------------------	--------

Print name:	Date:
-------------	-------



Health Insurance Portability and Accountability Act
Appendix 7

Trading Partner Agreement Electronic Health Care Transactions

This Trading Partner Agreement (“TPA”) between the Oregon Health Insurance Exchange Corporation doing business as Cover Oregon (“Cover Oregon”) and _____ (“Trading Partner”), provides the terms and conditions which govern the registration and conduct of all Electronic Data Transactions, as defined in this TPA.

Each party desires to ensure that all Electronic Data Transactions comply with the EDT Rules, as modified herein, and any applicable security provisions set forth in the Health Insurance Portability and Accountability Act. Accordingly, for mutual consideration, the parties agree as follows:

A. Applicable Rules. In this TPA, Electronic Data Transmission rules (“EDT Rules”) means Oregon Health Authority’s Oregon Administrative Rules (“OAR”) 943-120-0100 through 943-120-0200, subject to the modifications in this Section A.

Capitalized terms used but not defined herein shall have the same meaning as those terms in OAR 943-120-0100 of the EDT Rules, unless otherwise specifically modified herein.

For purposes of this TPA, the EDT Rules are modified as follows:

1. The phrase “Oregon Health Insurance Exchange Corporation, doing business as Cover Oregon” is inserted in the place of the terms “Oregon Health Authority” and “Authority”, wherever those terms are found, with the sole exception of OAR 943-120-0100(4).
2. The definition of “Data Transmission(s)” in OAR 943-120-0100 is revised by replacing the phrase “transfer or exchange of data” with the phrase “transfer or exchange of data, files or web services”.
3. The definition of “Electronic Data Transaction(s)” (“EDT”) in OAR 943-120-0100 is revised by replacing the phrase “transaction governed” with the phrase “Transaction and Data Transmission governed”.
4. All occurrences of the term “EDI Submitter” in OAR 943-120-0110 through 943-120-0200 are replaced by the term “EDT Submitter”, which is defined to mean “the entity that establishes the electronic connection with the Oregon Health Insurance Exchange Corporation, doing business as Cover Oregon, to conduct an Electronic Data Transaction on behalf of a Trading Partner.”

B. Contractor, Carrier, Independent Agents, Community Partners or Allied Agency Obligations as a Trading Partner. Contractors, Carriers, Independent Agents, Community Partners or Allied Agencies that wish to register to conduct Electronic Data Transactions with Cover Oregon must execute a TPA. A Contractor, Carrier, Independent Agent, Community Partner or Allied Agency that has a TPA with Cover Oregon shall be referred to as a “trading partner”, as defined by the EDT Rules, when functioning in that capacity. The Trading Partner shall comply with the EDT Rules, as modified herein, and any other state and federal rules, policies and procedures applicable to Electronic Data Interchange Transactions, including but not limited to Cover Oregon’s Information Security Policy.

1. **Trading Partner as an EDT Submitter.** If the Trading Partner wishes to conduct its own Electronic Data Transactions directly with Cover Oregon, the Trading Partner will be referred to as an EDT Submitter. An EDT Submitter is the entity that establishes the electronic connection with Cover Oregon to conduct an Electronic Data Transaction on behalf of a Trading Partner.

2. **Trading Partner Agent as an EDT Submitter.** A Trading Partner may use, in the performance of this TPA, one or more Agents as the Trading Partner's EDT Submitter. The Trading Partner's authorization of its EDT Submitter(s) for purposes of this TPA, must be submitted to Cover Oregon before use and expressly accepted by Cover Oregon based on criteria established in the EDT Rules, as modified herein. No Agents of the Trading Partner may conduct Electronic Data Transactions until and unless authorized by the Trading Partner and accepted by Cover Oregon.
3. **Changes in any Material Information.** Trading Partner shall submit an updated TPA to Cover Oregon within ten (10) business days of any material changes in the information. Material changes include but are not limited to changes of address or e-mail address, identification of authorized individuals of the Trading Partner or EDT Submitter, the addition or deletion of authorized transactions, or any other change that may affect the accuracy of or authority for an Electronic Data Transaction. Only the forms that contain the material change in information must be updated. Trading Partner's signature or the signature of an authorized EDT Submitter is required to ensure that an updated TPA form is valid and authorized. Cover Oregon is authorized to act on Data Transmissions submitted by authorized EDT Submitter(s) based on information on file until an updated form has been received and approved. Failure to submit an updated form may impact the ability of a Transaction to be processed without errors. Failure to timely submit a signed updated form may result in a rejection of a Data Transmission.
4. **Accuracy and Security of Transmissions.** Trading Partner and Cover Oregon shall take reasonable care to ensure that Data and Data Transmissions are timely, complete, truthful, accurate and secure, and shall take reasonable precautions to prevent unauthorized access to the Information System, the Data Transmission itself or the contents of an Envelope which is transmitted either to or from Cover Oregon pursuant to this TPA, and in compliance with 45 CFR Parts 160 and 162, if applicable.
5. **Express Warranties Regarding Agents.** Trading Partner expressly warrants that its EDT Submitter(s) will take all appropriate measures to maintain the timeliness, accuracy, truthfulness, confidentiality, security and completeness of each Data Transmission. Furthermore, Trading Partner further expressly warrants that its EDT Submitter(s) will be specifically advised of, and will be directed to comply in all respects with, the terms of this TPA.

C. Trading Partner Certification.

As a condition of registration of Electronic Data Transactions with Cover Oregon, by my signature to this TPA, I hereby agree to and certify the following:

1. To the best of my knowledge all Data prepared, processed and submitted as claims or encounter data at my direction are true and valid claims or encounter data for healthcare goods or services provided to a Covered Individual, Employer or Employee under the applicable Contract and the rules, regulations and policies of Cover Oregon, including but not limited to Cover Oregon's Information Security Policy.
2. I will maintain Data Transmission information and Source Document information for six (6) years from the date of the service and be able to reproduce claims or encounters for resubmission or audit upon request by Cover Oregon.
3. I will only take such actions that are authorized in the Application or Registration with respect to Registered Transactions and registered Electronic Data Transactions, and I will provide updated information within ten (10) business days of a material change in that information.
4. I will allow, upon request and at a reasonable time and place, authorized federal or state government agents to inspect and copy any records I maintain on the services provided.
5. I am responsible for the accuracy, truthfulness and completeness of all Data submitted by my Agent(s) to the extent provided by the law.

6. I acknowledge that my Agent will sign Data Transmissions, or may submit Data Transmissions without signature, on my behalf for the purpose of transferring funds between Cover Oregon and Trading Partner. I acknowledge that I may be liable based on such actions to the extent applicable federal or state criminal or civil laws so provide.
7. In conducting Electronic Data Transactions, I will adhere to all the EDT Rules, as modified herein, and other applicable Cover Oregon rules, policies and procedures in effect on the date the service or good was provided.
8. I understand that:
 - (a) Payments in relation to my Electronic Data Transactions may be from federal, state, or corporate funds; and
 - (b) I may be prosecuted under applicable federal or state criminal or civil laws if I or my Agent directly engages, or conspires to engage, in fraudulent actions such as submitting false claims or documents, making misrepresentations, or concealing material facts that would affect payment.

D. General Provisions.

1. **Tax Certifications.** The individual signing below on behalf of Trading Partner hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of Trading Partner, s/he has authority and knowledge regarding Trading Partner's payment of taxes, and to the best of her/his knowledge, Trading Partner is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means those programs listed in ORS 305.380(4), including without limitation, the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the elderly rental assistance program, and local taxes administered by the Department of Revenue (Lane Transit District Self-Employment Tax, Lane Transit District Employer Payroll Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).
2. **Interpretations; Order of Precedence.** The terms and conditions of this TPA shall not be construed against any one party as the drafter. Whenever possible, all terms and conditions in this Trading Partner Agreement and any Contract are to be harmonized. Any ambiguity in this TPA shall be resolved to permit the Parties to comply with the HIPAA Transaction Rules, if those rules apply to the Electronic Data Transactions. For Electronic Data Transactions governed by the HIPAA Transaction Rules, this TPA should not be interpreted in any manner that would do any of the following:
 - (a) Change the definition, data condition, or use of a data element or segment in a Standard Transaction;
 - (b) Add any data elements or segments to the maximum defined data set;
 - (c) Use any code or data elements that are either marked "not used" in the Standard Transaction, implementation specification or are not in the Standard Transaction's implementation specification(s); or
 - (d) Change the meaning or intent of the Standard Transaction's implementation specification(s).

3. Term and Termination.

- (a) *Effective Date; Term.* This Trading Partner Agreement shall be effective as of the date it has been fully executed by each party hereto. This TPA shall terminate either when (i) the Trading Partner ceases to do business with Cover Oregon with respect to the purpose for which this TPA was entered into by the parties hereto, or (ii) the date on which termination of the TPA is effective under section D(3)(b) of the TPA, whichever occurs earlier. However, regardless of the cause for termination, the TPA shall remain in effect to the extent necessary for Trading Partner or Cover Oregon to complete any respective obligations they may have, to each other and/or to any third parties, involving Electronic Data Transactions. Termination of the TPA shall not extinguish or prejudice Cover Oregon's rights to enforce this TPA with respect to any default by Trading Partner that has not been cured.
- (b) *Termination for Cause.* Upon knowledge of a material breach by Trading Partner, or any EDT Submitter or other Agent, Cover Oregon may either:
 - (i) Notify Trading Partner of the breach and specify a reasonable opportunity in the notice for Trading Partner to cure the breach, and terminate the TPA if Trading Partner does not cure the breach of the terms of the TPA or end the violation within the time specified by Cover Oregon; or
 - (ii) Immediately terminate this TPA if Trading Partner has breached a material term of this TPA and cure is not possible in Cover Oregon's reasonable judgment.
- (c) The rights and remedies provided in this TPA are in addition to any rights and remedies provided in a Contract.

4. Execution in Counterparts; Original Signatures. This Trading Partner Agreement may be executed in counterparts, all of which when taken together shall constitute one TPA, binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the TPA so executed shall constitute an original. Signatures to this TPA that are transmitted via facsimile or electronically in .pdf format shall be considered original signatures for purposes of executing this TPA.

TRADING PARTNER / EDT SUBMITTER CONTACT INFORMATION	
Trading Partner primary contact:	Title:
Phone number:	E-mail address:
EDT Submitter primary contact:	Title:
Phone number:	E-mail address:
SIGNATURES	
Cover Oregon:	
Authorized signature:	Title:
Print name:	Date:
Trading Partner:	
Authorized signature:	Title:
Print name:	Date:

Appendix 7: Cover Oregon Service Level Agreement – Carrier Interfaces

CAR_001 – Get Quote

Purpose

The purpose of this interface is to obtain quotes from SHOP carriers on specific group census data.

A user-facing MaX Internal Interface Service (INIS) will collect the appropriate information from the individual and pass the request for carrier quotes to EXIS. EXIS will manage the interaction with the carriers to obtain valid quotes for the requesting employer.

EXIS will request quotes from carriers via a Web service exposed by the carriers. Separately the carriers can send quotes via a Web service exposed by EXIS or respond synchronously to the original request. Each carrier will identify their preference for synchronous or asynchronous by completing the carrier profile form provided separate from this document.

Quotes from the asynchronous option can be received from carriers at any time, but may or may not be displayed to the employer (end user) depending on the time frame. EXIS will request quotes from carriers by calling the carrier's Get Quote Web service. Carriers supporting synchronous interfaces will respond immediately based on the SLA, and carriers supporting asynchronous interfaces will acknowledge the initial request from EXIS with a standard SOAP (200) ACK. Separately, carriers using asynchronous interfaces will call the Receive Quote service that is exposed by EXIS when quotes are ready. EXIS will respond to this acknowledgement request confirming if the quote was received within the time frame established by INIS, indicated by either "On Time" or "Time Expired". This status will indicate to the carrier if the quote was available in time to display it to the end user based on the SLA.

Business interface

EXIS will support the following response times to INIS. The response is measured from the time the initial request is made to EXIS to the time when EXIS provides a response.

	Synchronous	Asynchronous
Response Time	15 seconds	Per cut off time (i.e. T2)

External interface

EXIS will enforce the following response time with the carrier interface.

	Synchronous	Asynchronous
Initial response time	10 seconds	20 seconds
Maximum response time	N/A	Up to 48 hours

Note: For asynchronous interface response time is 20 seconds to be displayed in the User Interface and Cover Oregon/EXIS may make this quote available to the end user up to 48 hours after initial call.

CAR_002 – Individual & Employee Enrollment XML

Purpose

This interface service is used in the Cover Oregon (CO) Eligibility and Enrollment business process to perform enrollment transactions via a Web service with an insurance carrier participating in the exchange.

This interface, via a Web service (SOAP/XML), will support all CO Internal Interface Service (INIS) enrollments, maintenance transactions, and terminations (including cancellations) for Qualified Health Plans (QHP) with a private carrier. This interface will support enrollments for employees (and their households) enrolling under a group plan via the Small Business Health Options Program (SHOP).

When a new enrollment transaction is ready, INIS will call EXIS which will in turn call the carrier's enrollment Web service to pass the data elements defined herein. The message to the carrier will contain one or multiple individuals with none or several dependents for each. The XML message will support as many combinations of employees and dependents as needed to send the entire group that is enrolling with a specific carrier within a single XML payload.

The enrollment service will send the individual enrollments to the carrier and will receive an acknowledgement according to the service level agreement defined herein. The enrollment of the employee is an asynchronous process. The status of the enrollment will be reported to CO using another interface CAR_005: Inbound Enrollment Management.

Business interface

EXIS will support the following response times to INIS.

Please note the below time represents the time for EXIS to acknowledge the request from INIS, indicating that the transaction was successful; this does not indicate the enrollment is complete by the carrier.

Response Time	5 seconds
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External interface

EXIS will enforce the following response time with the carrier interface.

Please note this is the time for the carrier to respond to the interface. This is NOT the timeline for completing the enrollment.

Response Time	5 seconds
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CAR_003 – Group Setup (“STEM”)

Purpose

This interface service is used in the Cover Oregon (CO) Eligibility and Enrollment business process to perform an employer group setup, termination, and maintenance changes with an insurance carrier participating in the exchange.

Several interfaces are closely related and involved with the process surrounding Group Setup, including Get Quote and Individual Employee Enrollment. As such, logic will be developed within the CO application, and outside this interface, to allow the interfaces to work together to accommodate the established functional and business requirements. For example, when re-quoting is required it will complete the associated processes prior to triggering this Employer Group Setup interface. Likewise with the enrollment transactions, whereby those interfaces will not be triggered until confirmation has been received that the employer group has been completed successfully and the carrier has sent CO the carrier’s valid group ID.

Interface Trigger Events

The Group Setup interface has various triggers depending on the operation that is called for a specific transaction:

Initial group setup is triggered when the open enrollment closes and all employees have finalized their applications. The Employer Group Setup interface will be used to create a new group account with the carrier. This transaction will be sent prior to the employee enrollment transaction is sent to the respective carriers.

Group termination is triggered when the employer chooses to no longer participate in a carriers’ plan (at the discretion of the employer) and can happen at any time throughout the year.

Maintenance is triggered under a number of circumstances, included but not limited to any of the following:

- An update is needed for the employer information, such as phone number, contact person, address changes, etc.
- An employer changes the insurance agent that provides the medical and dental coverage for their plan or group coverage.

The Internal Interface Service (INIS) will call the Employer Group Setup Web service. Both INIS and EXIS are internal to the CO application environment. Upon completion of the group setup or if a group already exists, EXIS will call the carrier Group Setup Web service and generate/send the 834 file or call the carrier Enrollment Web service, depending on the carriers preference for enrollment communication. The individual enrollment interface is documented in a separate ICD.

Employer Group Setup is an asynchronous process that will involve two Web services: one provided by the carrier for EXIS to request a group setup, and a second provided by EXIS for the carrier to call when the group transaction is complete. When EXIS sends a Group Setup request the carrier will send a standard SOAP acknowledgement, supporting the HTTP 200 and 202 message structure (such as: HTTP/1.1 200 OK), indicating that the request was received. After the group is setup by the carrier the carrier makes a new request to the EXIS hosted Web service for Group Setup Status to verify completion of the group and EXIS will respond with an acknowledgement that it received the confirmation from the carrier.

The Employer Group Setup service is designed to be a trigger for the employee enrollment service (either via FTP/834 or SOAP/XML, depending on the carrier's profile for individual enrollments). Both interfaces will be handled asynchronously according to their respective processes and service level agreements.

Business interface

EXIS will support the following response times with INIS. The response is measured from the time the initial request is made to EXIS to the time when EXIS uses the call back service to report on the group setup.

Response Time	3 business days
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External interface

EXIS will enforce the following response time with the carrier interface. Carrier will be expected to call Group Setup Status Web service, within the below SLA after receiving the request.

Response Time	3 business days
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CAR_004 – Individual & Employee Enrollment 834

Purpose

This interface service is used in the Cover Oregon (CO) Eligibility and Enrollment business process to perform enrollment transactions with an insurance carrier participating in the exchange.

This interface will support all CO enrollments, adds, changes, renewals, and disenrollment into Qualified Health Plans (QHPs) by individuals with a private carrier using a standard ANSI 834 x12N Benefit Enrollment and Maintenance file. This interface will support enrollments for individuals (and their households) and employees enrolling under a group plan.

When a new CO enrollment transaction is ready, the CO Internal Interface Service (INIS) will call EXIS which will in turn call the carrier's enrollment Web service to pass the data elements defined herein. The communication between INIS and EXIS will be via SOAP/XML. The communication between EXIS and the carrier for this interface will be via SFTP/834. EXIS will convert the XML message into an 834 file, encrypt it with PGP (pretty good privacy), and push the file into an FTP directory maintained by the carrier for the carrier to access and process. After receiving the 834 file the carrier will upload a TA1 and 999 file (A, P, or R) to confirm the file is received / valid or requires repair. EXIS will download this file by accessing the FTP directory maintained by the carrier.

Business interface

The external interface service (EXIS) will support the following response times to INIS. This SLA indicates the time it will take for EXIS to return the ACK that the enrollment is in progress.

Response Time	75 minutes
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External interface

This SLA indicates the time for the carrier to receive the 834 file and post the 999 ACK or TA1 file to EXIS’s download directory hosted by the carrier.

Response Time	60 Minutes
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CAR_005 – Carrier initialed XML Disenrollment

Purpose

This interface service is used in the Cover Oregon (CO) Eligibility and Enrollment business process allowing the carriers to provide notification to the exchange of the following activities: 1) when an individual policy has been disenrolled (terminated) by a carrier; 2) demographic update transactions in order to allow carriers to report to CO when demographic changes have occurred for their members; 3) confirm enrollment completion or failure; and 4) confirm disenrollment completion or failure.

For all these operations, the notification provided by this interface is a one-way communication that will be initiated by the carriers via an exchange provided Web service. The exchange will respond with an acknowledgement that the disenrollment or demographic update notification was received. This interface will be a Web service hosted by EXIS and made available for the carriers to call. It will be initiated by the carrier when an enrollment update is available.

Disenrollments:

The disenrollment portion of this interface allows carriers to utilize a Web service for the purpose of notifying the exchange that an individual(s) policy is terminated along with a reason why the policy was terminated. All transactions are done at the subscriber level.

Demographic Updates:

The demographic update portion of this interface provides a Web service for the purpose of allowing carriers to report to CO when demographic changes, such as address, email, and phone number changes have occurred for their enrolled subscribers. The notification provided by this interface is a one way communication that will be initiated by the carriers via an exchange provided Web service. All transactions are done at the subscriber level.

Status Updates, including Enrollment/Disenrollment Confirmations and Failures:

The individual status update portion of this interface will allow all carriers to provide updates about an individual policy/contract, including the specific members enrolled in a group plan (aka “SHOP,” Small Business Health Options Program). This portion of the interface will initially support the scenario when a carrier needs to confirm an individual’s initial enrollment (including dependent adds, since an add is an initial

enrollment for that member) or to indicate when a disenrollment is successfully completed or has failed. These transactions are done at the member level.

Business interface

EXIS will support the following acknowledgement times when the carrier calls the Web service. The response is measured from the time the initial request is made to EXIS to the time when EXIS will give a response.

Response Time	5 Seconds
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External Interface

Not applicable to this interface.

CAR_006 – Enrollment Reconciliation

Purpose

In Process

Timing

Monthly

Business interface

Response Time	
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External Interface

CAR_007 – Carrier initialed 834 Disenrollment

Purpose

This interface service is used in the Cover Oregon Eligibility and Enrollment business process to notify the exchange when an individual policy has been disenrolled (terminated) by a carrier.

The disenrollment interface allows carriers to utilize a secure file transfer protocol (SFTP) account and HIPAA compliant EDI 834 file for the purpose of notifying the exchange that an individual(s) policy is terminated along with a reason for policy termination. The disenrollment notification is a one-way communication that will be initiated by the carrier. The carrier will create the 834 file and deposit the file to the carrier’s SFTP account for EXIS to download and process. EXIS will communicate and relay the file via Web service to the internal interface system (INIS).

EXIS will respond with an acknowledgment that the 834 disenrollment information was retrieved and passed file validation.

Business interface

EXIS will support the following response times to the front end business application. The response is measured from the time the initial request is made to EXIS.

Response Time	Batch file process that will be executed once a file is received.
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External Interface

Not applicable for this interface

CAR_013 – Premium payment Remittance Advice

Purpose

This interface is used by Cover Oregon to support the financial management business process to perform a Premium Payment Remittance Advice with an insurance carrier participating in the Exchange.

This interface is part of a process from which Cover Oregon (CO) makes payments to the insurance carriers on behalf of the Small Business Health Option Program (SHOP) groups that are customers of the Oregon Health Insurance Exchange (HIX). This interface is specific to sending the carriers an X12 Electronic Data Interchange (EDI) standard, version 5010, 820 transaction type to advise carriers of all the payments that were sent to them. This is not the actual financial payment.

This interface will be triggered automatically after bank acknowledgement that the payment to a carrier is completed. INIS will then automatically call the EXIS remittance advice Web service and pass the SHOP premium payment remittance advice 820 flat file to EXIS which will then be passed to the carrier via Secure File Transfer Protocol (SFTP).

The carriers review the payments made against the remittance advice file to verify that the amounts paid match their records. If the amounts do not match, the carriers will contact CO for a manual discrepancy resolution process; this takes place outside of the interface. If the amounts do match then the process is complete.

This remittance advice interface is an asynchronous process that will utilize SFTP mail boxes for sending and receiving transactions.

Business interface

EXIS will support the following response times to the business application (INIS). This SLA indicates the time it will take for EXIS to return the response from the carrier.

Response Time	75 Minutes
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External interface

Carriers will send back a TA1 and a 999 response after downloading and decrypting the 820 from the SFTP Account.

Response Time	60 minutes
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CAR_015 – Agent Commission

Purpose

This interface is used by Cover Oregon (CO) to support the financial management business of processing agent commissions.

At a time of their choosing each month, the carriers determine the commissions that are due to agents who assisted the carrier’s members in plan selection and benefit solution. Commissions can be paid to agents representing enrollees in both the individual and Small Business Health Options Program (“SHOP”) markets. The payment, sent via a separate interface, is forwarded to the bank and, in turn, an XML file is sent via this interface to the EXIS hosted Secure File Transfer Protocol (SFTP) account detailing the commission amounts included in the payment. The Internal Interface Service (INIS) will match the amount sent by the bank in a separate transaction to the file sent by the carrier via this interface.

Business interface

EXIS will support the following response time from the time the file is placed on the EXIS SFTP to the time the data is passed to INIS:

Response Time	60 Minutes
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External interface

EXIS will support the following response time from the time the file is placed on the EXIS SFTP to the time a response is provided to the carrier:

Response Time	60 Minutes
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CAR_016 – Carrier Assessment

Purpose

This interface service is used by the CO Financial Management components to identify monthly carrier assessments and provide an invoice to each carrier participating in the Oregon Health Insurance Exchange (HIX), tallying the amount due to CO.

A user-facing Internal Interface Service (INIS) will, on a predetermined schedule, automatically run through a batch process that identifies enrollment assessments for each carrier during a specified timeframe. The system, through the integrated PeopleSoft module, will compile and validate the collected data, forming one file per carrier per month. Once compiled, INIS will send the file through EXIS to each respective carrier using an XML format. Receipt of the file by the carrier’s interface Web service will be confirmed via an acknowledgement.

Timing

The Carrier Administrative Charge (Assessment Fee) will be billed on the 1st of each month based on the Enrollment Reconciliation File (CAR_006).

Business interface

EXIS will support the response times listed below: The response is measured from the time the initial request is made from INIS to EXIS to the time a response is provided.

Response Time	75 Minutes
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External interface

EXIS will enforce the following response time with each carrier:

Response Time	60 Minutes
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CAR_018 – Carrier Premium payments

Purpose

This interface is used by Cover Oregon (CO) to support carriers sending a monthly file to report on the individual premium payments received by the carrier during the month. The interface falls under the financial management business process for CO. The scope of this document is to describe the interactions, assumptions, activities, and data elements required of the Health Insurance Exchange (HIX) IT and DHS (Department of Human Services) Modernization Projects (MaX) External Interface Service (EXIS) for the Carrier Premium Payments interface.

All enrollees or members in the individual market will pay all premiums (including the first premium payment) directly to the carrier with whom their coverage is held, via a carrier- facilitated payment process outside of, and separate from the exchange. As a result, this interface allows the carriers to report these payments to CO, by generating and transmitting a list of all payments received from individuals for a certain timeperiod. Unlike the SHOP market (Small Business Health Options Program), CO does not facilitate the collection of premium payments from individuals to the affected carriers. In turn, this is part of a process by which the CO collects information (data) on individuals who make payments directly to the carriers.

This interface will be designed as a Web service from a carrier to Cover Oregon (CO). The carriers will follow the standard process for Web service connectivity. This interface will be triggered whenever a carrier calls the an individual premium payment Web service with EXIS. Carriers are expected to use the premium payment Web service at a specified time once per month to send a file with all payments. When EXIS receives the file it will be passed to INIS through a similar Web service call.

Business interface

EXIS will support the following response times for INIS. The response is measured from the time the message is sent to EXIS by the carrier to the time when EXIS will make the Web service call to INIS.

Response Time	20 seconds
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External interface

EXIS will enforce the following response time with the carrier interface. The time is measured from the when the carrier initiate the web service call to the time that EXIS send the acknowledgement.

Response Time	10 seconds
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Purpose

This interface service is used in the Cover Oregon (CO) Eligibility and Enrollment business process to perform enrollment transactions via a Web service with an insurance carrier participating in the exchange.

This interface, via a Web service (SOAP/XML), will support all CO Internal Interface Service (INIS) enrollments, maintenance transactions, and terminations (including cancellations) into Qualified Health Plans (QHP) by individuals with a private. This interface will support enrollments for individuals (and their households) enrolling in the exchange for medical and/or dental coverage.

When a new enrollment transaction is ready, INIS will call EXIS which will in turn call the carrier’s enrollment Web service to pass the data elements defined herein. The message to the carrier will contain one or multiple individuals with none or several dependents for each. The XML message will support as many combinations of individuals and dependents as needed to send the entire group that is enrolling with a specific carrier within a single XML payload.

The enrollment service will send the individual enrollments to the carrier and will receive an acknowledgement according to the service level agreement defined herein. The enrollment of the individual is an asynchronous process. The status of the enrollment will be reported to CO using another interface CAR_005: Inbound Enrollment Management.

Business interface

EXIS will support the following response times to INIS.

Please note the below time represents the time for EXIS to acknowledge the request from INIS, indicating that the transaction was successful; this does not indicate the enrollment is complete by the carrier.

Response Time	5 seconds
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External interface

EXIS will enforce the following response time with the carrier interface.

Please note the below is the time for the carrier to acknowledge the request. This is NOT the timeline for completing the enrollment. The timeline for enrollment completion is identified in CAR_005.

Response Time	5 seconds
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Appendix 9 Small Employer Plan Contract Uniform Provisions

Administrative Provision:

Administrative Provision Definition:

Rehire	If rehire occurs within 9 months the eligibility waiting period is waived.
Newborn/Adopted Dependent Premium Collection	There is no proration of premium for newborn or placement of adoption enrollment. Premium is due for the month after date of birth or placement of adoption the following month of coverage. Coverage begins on date of birth or placement for adoption. If birth or adoption begins on the first day of the month, premium will be due for that month.
Domestic Partner Eligibility	Same-sex registered domestic partners are treated the same as spouses. If a group also covers non-registered domestic partners, they are also treated the same as spouses. As with a spouse, eligibility is based on a qualifying event, such as the date the requirements of the Domestic Partnership are satisfied.
Employer approved Leave of Absence Policy (non FMLA)	An employer may define their leave of absence period, up to a maximum of 9 months. Absences extending beyond this period of time are subject to COBRA/State Continuation.
When an employee moves from part-time to full-time hours, the employer determines how the probationary period will be applied.	At the effective date of the policy, the employer determines how to administer employees moving from part-time hours to full-time hours. The choices are: 1). Waive probationary period, coverage will be effective first of the month following full-time hour status; 2). Probationary period specified will begin on the date the employee begins working full-time hours; 3). Probationary period specified is applied retroactive to the original date of hire. If this provision causes the eligibility waiting period to be met, the employee is effective the first of month following transfer to full-time hour status.



Appendix 10

Qualified Health Benefit Plans Small Employer Plan Contract Endorsement

Eligibility for Qualified Health Plan (QHP) benefits for small employers is determined by Cover Oregon.

This endorsement amends the terms, conditions, limitations and provisions of each Qualified Health Plan (QHP) offered by [____ Issuer ____] and selected by [____ Group Name ____] (Employer) on behalf of its eligible employees [and their dependents] through Cover Oregon's Small Employer Health Options Program (SHOP). This endorsement is effective as of the date the QHP is issued, and remains in effect until the earlier of the cancellation of the QHP by the employer or by Cover Oregon, or upon the effective date of a written notification of change.

Employer agrees and acknowledges that Cover Oregon will determine and report eligibility and enrollment as required by the federal Affordable Care Act and all applicable regulations, including but not limited to 45 CFR Part 155, Subpart H.

This endorsement amends the following provisions of the issuer contract named above:

1. Premium Billing Agent
2. Premium
3. Eligibility Provisions
4. Health Plan Notifications

1. Premium Billing Agent

Cover Oregon is the billing agent for purposes of invoicing, collecting, reconciling and reallocation to issuers the premium due for the SHOP QHP. As the billing agent, Cover Oregon is not responsible for the payment of claims according to the terms of the QHP contract.

2. Premium Billing (Invoice)

Employer agrees to make premium payments to Cover Oregon on or before the 25th of the month prior to the month for which coverage is in effect.

3. Eligibility Provisions

The following eligibility provisions are amended to provide consistency in administration for all SHOP employee choice options available through Cover Oregon.

Rehire after layoff: Eligibility periods applicable to new hires shall be waived for employees who are rehired after layoff when rehire occurs within 9 months.

Premium for Addition of Newborn/Adopted Dependents: Coverage for newborn or adopted children begins on date of birth or date of placement for adoption. If birth or adoption occurs on the first day of the month, premium is due for that coverage month. Premium adjustments for eligibility changes on any date other than the first day of the month for birth or placement for adoption shall be adjusted on the first day of the month following the date of birth or date of placement for adoption.

Domestic Partner Eligibility: Employers electing to include non-registered domestic partner eligibility shall determine such eligibility for coverage based on a qualifying event. Qualifying events may include the date a non-registered domestic partnership begins. Documentation identifying the date the domestic partnership began may be required to establish eligibility dates.

Employer-Approved Leave of Absence (non-FMLA): A SHOP employer may define a leave of absence period, up to a maximum of 9 consecutive months. Upon exhaustion of a 9-month absence defined by the SHOP employer, employees must be offered state continuation or COBRA for continued benefits.

Employee Status Change: A SHOP employer may define the waiting period for enrollment for employees whose status changes from part-time to full-time, up to a maximum of 90 days following the change in status.

4. Health Plan Notifications

Health benefit plan notifications are required to be sent by carriers to employers and by employers to employees. *Some notices provided by Cover Oregon may duplicate or be duplicated by the issuer based on their interpretation of their responsibility as the risk bearing entity.*

All other terms, conditions, provisions limitations and exclusions of the carrier health benefit plan remain unchanged.

Effective Date: [_____ Date should mirror QHP effective date _____]

Authorized Signature [_____ Signature should mirror signature from the/each issuer _____]



COVER OREGON CUSTOMER SERVICE INTERACTION PROCESS

March 15, 2013

1. INTRODUCTION

In the process of setting up the Service Center for Cover Oregon it is important to establish rules and procedures for our internal teams and Carriers alike to ensure that customers are routed appropriately to meet their needs in a timely and customer-friendly manner. Cover Oregon is committed to working with Carriers to establish rules and procedures through upcoming Joint Operational Development (JOD) sessions.

Cover Oregon is also in the process of determining appropriate Service Center performance metrics related to customer experience with telephone support. The initial set of metrics applicable for the period immediately following October 1, 2013 will likely undergo significant refinement as processes become more mature. Over time the objective is to expand measures beyond typical speed of answer and call length, and to describe achievement of the overall outcomes, such as connecting customers with information they need to take effective action.

These joint development activities are well-positioned at this stage of implementation. Currently staff planning has been completed, organizational structures and building requirements are defined, and Service Center facilities are being secured. Additionally Customer Relationship Management (CRM) tools have been procured, the Computer Telephony Interface (CTI) solution is being implemented and business procedures and training development are underway.

1.1 Purpose of this Document

This document is intended specifically as a starting point for discussion and refinement of ideas and collaboration for Carrier and Cover Oregon service center routing of customer calls. It does not address the detailed processes and procedures but will highlight the initial determination of the reason for the call, the appropriate entity who should assist the customer, and how the customer will reach that entity.

The document is intended to provide a visual representation and description of how the Cover Oregon Service Center and Carriers will route customer calls. Included diagrams are designed to walk the reader through the call routing process as determined by type of caller, reason for the call, and factors for determining the appropriate routing method and destination.

As Cover Oregon is still constructing internal processes, there are several elements denoted by cloud symbols where processes have yet to be developed to an extent that supports discussions or decisions regarding call routing

1.2 Intended Audience

This document is directed at individuals and organizations external to the Cover Oregon Service Center with an interest in understanding both how customer calls will be routed and who will resolve the reason for the customer's call.

1.3 Context of this Document to the overall Cover Oregon Customer Service Plan

The document speaks specifically to call routing by the Customer Service Representative (CSR). It also addresses the basic decisions the CSRs must make to determine the routing.

1.4 How this Document is Organized

Beginning with Section 2, this document presents a series of flow diagrams that depict:

- incoming calls to Customer Service Centers maintained by Cover Oregon or participating insurance Carriers;
- data gathering to determine the nature and degree of urgency in commonly encountered scenarios; and,
- routing to entities that are external to those Customer Service Centers

Call disposition generally follows one of the following three flows. Please see the Glossary of Terms in subsection 1.5 for definitions of items in the list below.

1. warm handoff to an internal team or other organization
2. escalation to an internal team within the organization that receives the call
3. referral to another individual or organization or to a resource for information and/or automated processing (website)

IMPORTANT NOTE: The routing flows in this document are developed from the specific perspective of the Customer Service Center that would receive an incoming call. In this regard, and to avoid overcomplicating the diagrams, these flows intentionally omit all internal Customer Service Center activities or processes that do not directly relate to call routing decisions.

Accordingly, it is also meaningful to note the diamond-shaped decision symbols on these diagrams. The purpose of using dashed lines instead of solid lines for these symbols is to note that they are not specific questions posed to callers, but rather describe a general understanding gained by the CSR through a series of questions that are often unique to each individual caller.

1.5 Glossary of Acronyms and Terms

APD	Aging and Persons with Disabilities, a Division of the Oregon State Department of Human Services
Appeal	A request by a member that Cover Oregon or his or her health insurer or plan review a decision or a grievance again
CAWEM	Citizen / Alien- Waived Emergent Medical Program
CCO	Coordinated Care Organization, the payor and service delivery model used by the State of Oregon for Medicaid
CMED	Children's Medical Eligibility Unit
CO	Cover Oregon, a public corporation to operate the Oregon Health Insurance Exchange in the public interest for the benefit of the people and businesses that obtain health insurance coverage through the Exchange
CS	Customer Service
CSR	Customer Service Representative
CWAA	Child Welfare Adoption Assistance
DCBS	Department of Consumer and Business Services
DHS	Oregon State Department of Human Services,
DMAP	Division of Medical Assistance Programs, part of the Oregon State Department of Human Services
Escalation	A warm handoff, generally within Cover Oregon or to a State Agency in a situation where first or second level services have been applied but have not fully resolved the need, and a higher level of capability or decision authority is required.
Grievance	A complaint that a member communicates to Cover Oregon or his or her health insurer or plan
OHA	Oregon Health Authority
MAGI	Modified Adjusted Gross Income, an eligibility classification for State funded or subsidized health care coverage
Referral	Routing a caller to an alternate resource, whether an outside entity or automated system (e.g. website), in which a personal handoff is not performed.
SSP – SNAP	(Medical) Self Sufficiency Program - Supplemental Nutrition Assistance Program
TANF	Temporary Assistance to Needy Families

TRM Tribal Relationship Manager, a specialist at Cover Oregon who serves as a liaison to Tribal Entities and provides escalated support to Customer Service for Tribal-related inquiries and issues.

Warm Handoff: A process where the CSR that receives the customer's call obtaining the customer's name, reason for call and any other identifying account, member information and other information pertinent to the call; explaining to the customer that they have reached the wrong entity but that they will be connected to the correct entity; the CSR then places the customer on hold, contacts the correct entity and passes all pertinent information to the CSR at the correct entity's Customer Service Center; when both CSRs are ready the customer would be added to the call, appropriate introductions made and the customer transferred.

2. FLOW A: Cover Oregon Customer Service Routing of Employer Group Representative Calls to External Entities

2.1 Introduction

This diagram depicts inbound calls and routing from the perspective of Employer Group Representatives (not including Members) and covers eligibility in pre-enrollment and post-enrollment scenarios. It also includes examples of internal routing to Carrier Customer Service Centers and internal teams at Cover Oregon, depicting a placeholder (cloud symbol) for processes that may result in additional routing:

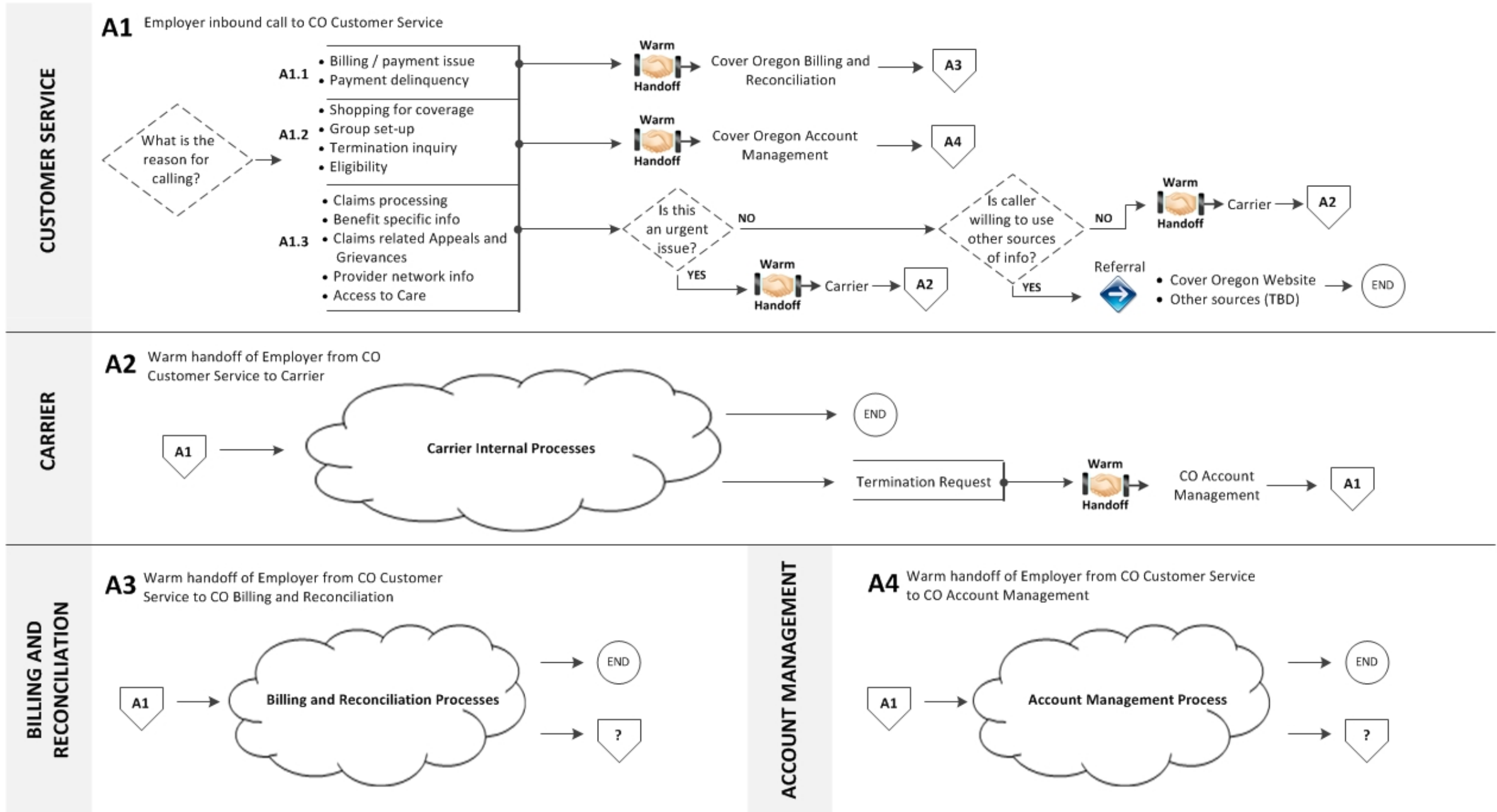
- from a Carrier back to Cover Oregon Account Management; or,
- from Cover Oregon Account Management or Billing and Reconciliation Departments to other entities.

These processes need to be reviewed in more detail to identify instances in which this type of routing would take place.

2.2 Diagram of Call Routing Flows

Diagram 1 which illustrates these flows appears on the following page

Flow A: Cover Oregon Customer Service Routing of Employer Group Representative Calls to External Entities



3. FLOW B: Cover Oregon Customer Service Routing of Individual Pre-Enrollment Calls to External Entities

3.1 Introduction

These diagrams depict inbound calls and call routing from the perspective of individuals who are seeking to shop for health insurance plans and access financial assistance to help pay for coverage.

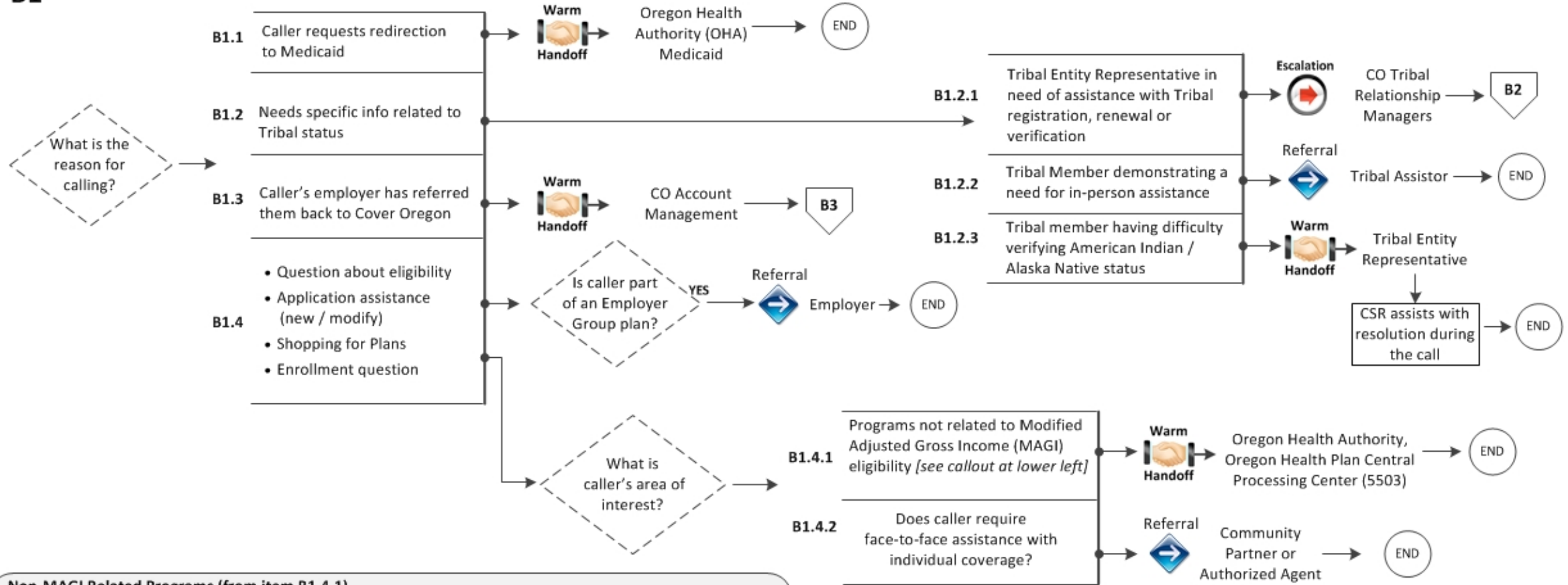
These diagrams cover pre-enrollment scenarios only.

3.2 Diagrams of Call Routing Flows

Diagrams 2 and 3 which illustrate these flows appear on the following pages

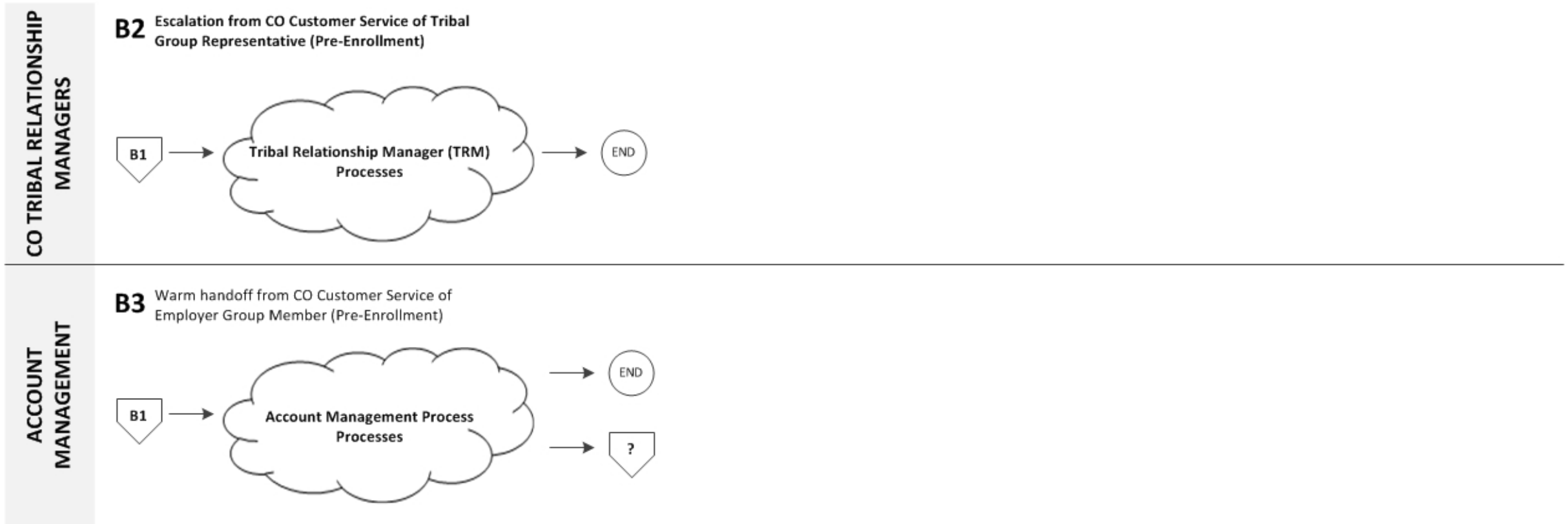
Flow B: Cover Oregon Customer Service Routing of Individual Pre-Enrollment Calls to External Entities

B1 Individual (possibly assisted by a Community Partner) inbound call to CO Customer Service



- Non-MAGI Related Programs (from item B1.4.1)**
- SSP – SNAP / Medical: Self Sufficiency Program - Supplemental Nutrition Assistance Program (DHS)
 - Qualifying Disability: Aging Persons with Disability (APD) Program (DHS)
 - CMED: Children’s Medical Eligibility Unit / Child Welfare Adoption Assistance (DHS)
 - Oregon Youth Authority if SNAP or Temporary Assistance for Needy Families (TANF) has sent to SSP (DHS)
 - TANF (Cash Pay) to SSP
 - Over 65 (APD)
 - Long Term Care (APD)

Flow B: Cover Oregon Customer Service Routing of Individual Pre-Enrollment Calls to External Entities (continued)



4. FLOW C: Cover Oregon Customer Service Routing of Individual Post-Enrollment Calls to External Entities

4.1 Introduction

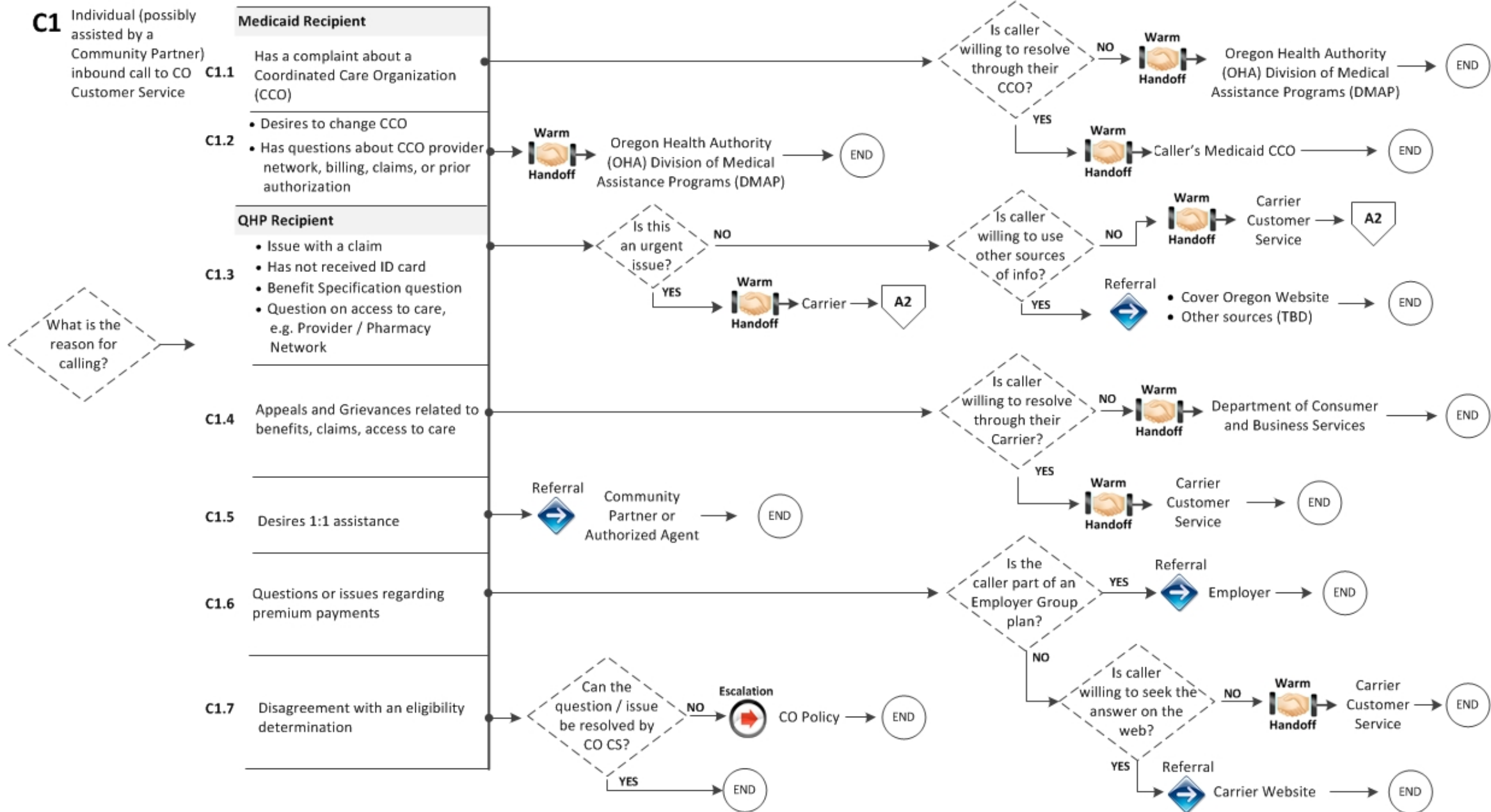
These diagrams depict inbound calls and call routing from the perspective of individuals who have previously completed enrollment for health insurance plans and/or financial assistance to help pay for coverage.

These diagrams cover post-enrollment scenarios only.

4.2 Diagrams of Call Routing Flows

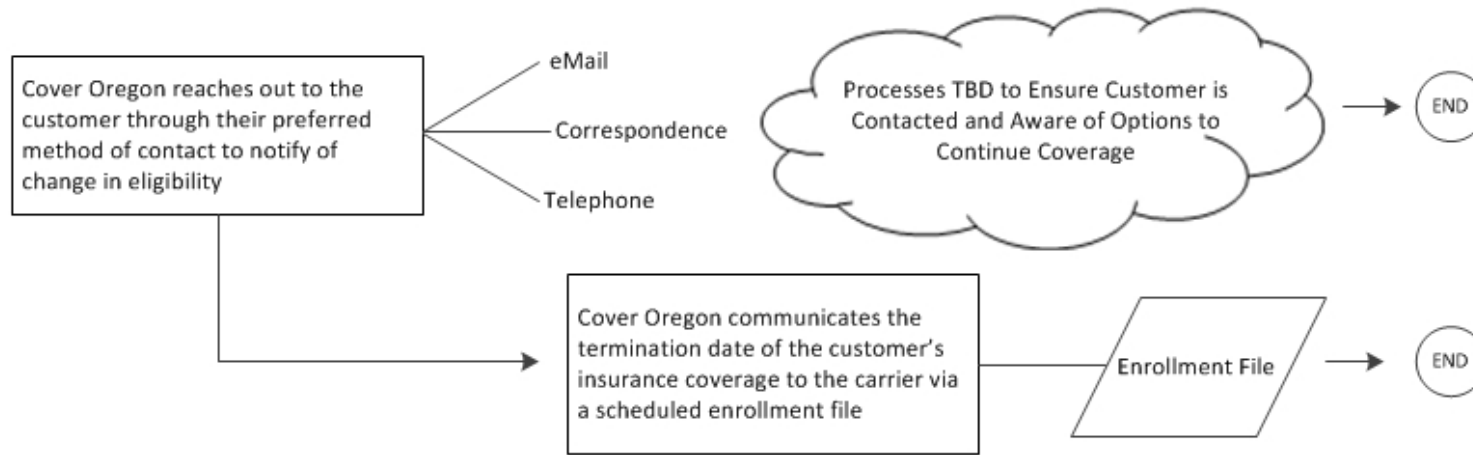
Diagrams 4 and 5 which illustrate these flows appear on the following pages

Flow C: Cover Oregon Customer Service Routing of Individual Post-Enrollment Calls to External Entities

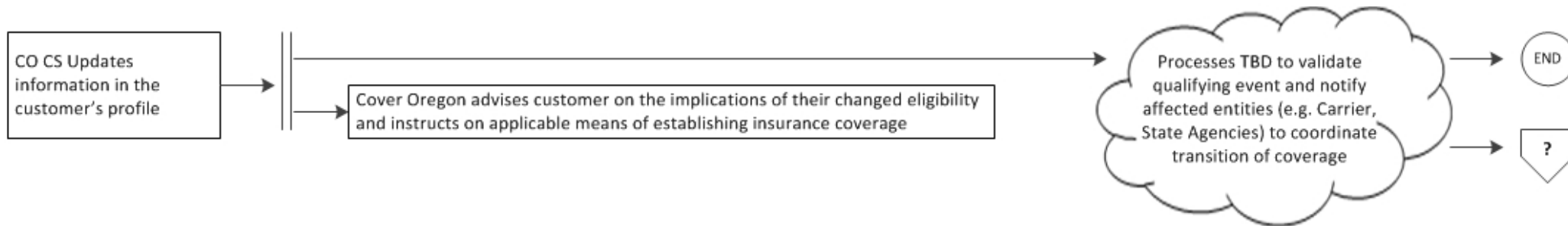


Flow C: Cover Oregon Customer Service Routing of Individual Post-Enrollment Calls to External Entities (continued)

C2 Cover Oregon is Notified by the Oregon Health Authority (OHA) of a change in Eligibility



C3 Customer notifies Cover Oregon of an event that could qualify for Special Enrollment



5. FLOW D: Carrier Organization Customer Service Routing of Individual Pre and Post-Enrollment Calls to External Entities

5.1 Introduction

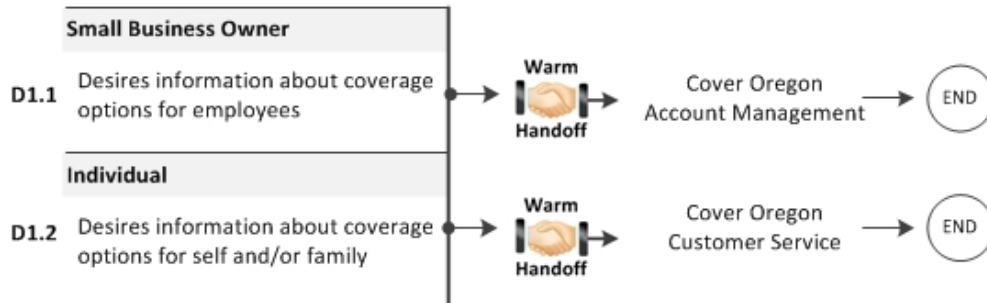
This diagram depicts inbound calls and call routing from the perspective of individuals who are seeking to shop for health insurance plans and/or access financial assistance to help pay for coverage or who have previously completed enrollment for health insurance plans and/or financial assistance to help pay for coverage.

5.2 Diagram of Call Routing Flows

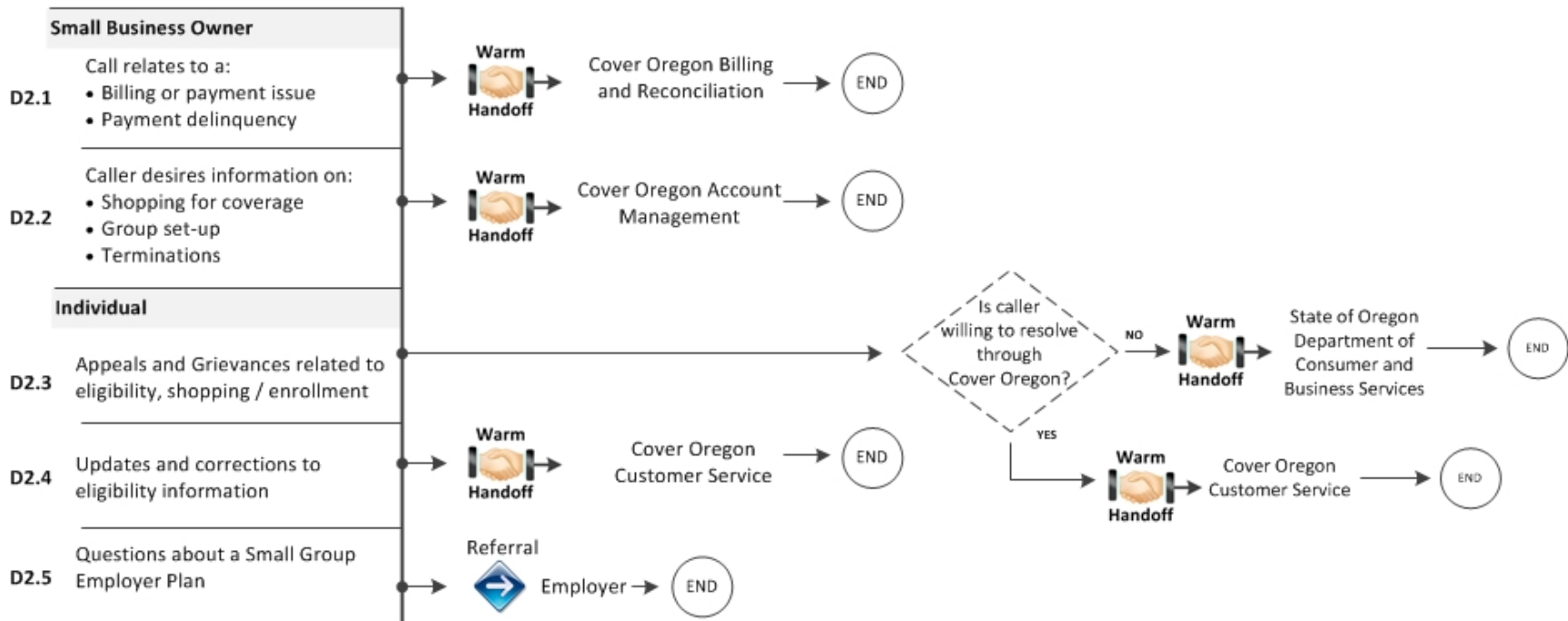
Diagram 6 which illustrates these flows appears on the following page

Flow D: Carrier Organization Customer Service Routing of Individual Post-Enrollment Calls to External Entities

D1 Insurance Carrier Receives a Cover Oregon Customer Call Prior to Enrollment



D2 Insurance Carrier Receives a Cover Oregon Customer Call Post Enrollment



6. FLOW E: Cover Oregon Customer Service Routing of Provider Calls to External Entities

6.1 Introduction

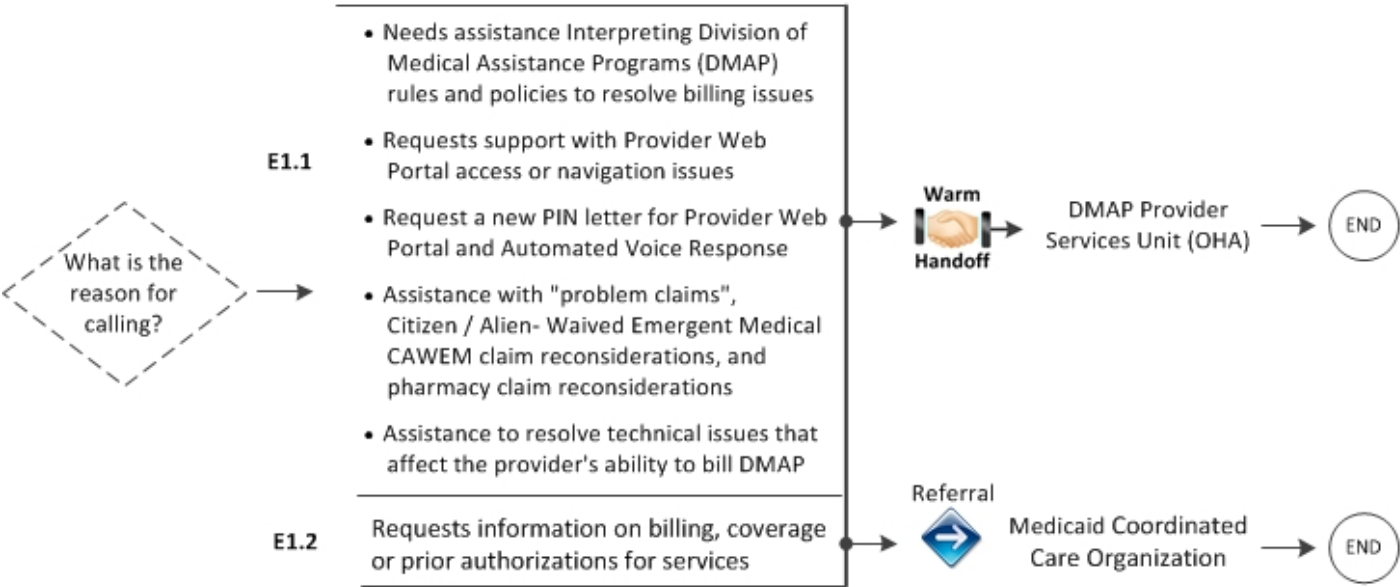
This diagram depicts inbound calls and call routing from the perspective of Providers who are seeking information relating to State of Oregon medical programs (list provided in the Glossary on Page 3) or to become a Participating Provider with a Carrier.

6.2 Diagram of Call Routing Flows

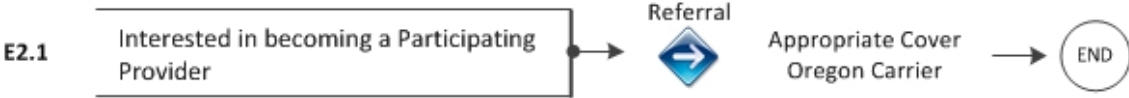
Diagram 7 which illustrates these flows appears on the following page

Flow E: Cover Oregon Customer Service Routing of Provider Calls to External Entities

E1 Medicaid Provider Inbound Call to Customer Service



E2 Provider Inbound Call to Customer Service



7. FLOW E: Cover Oregon Customer Service Routing of Agent Calls

7.1 Introduction

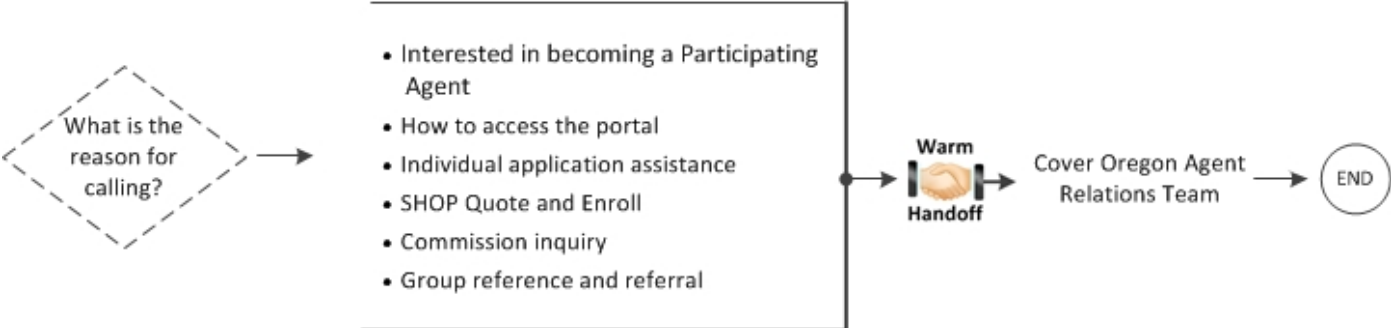
This diagram depicts inbound calls and call routing for Agents (Producers) who are seeking information or assistance related to enrollment of members or groups.

7.2 Diagram of Call Routing Flows

Diagram 8 which illustrates these flows appears on the following page

Flow F: Cover Oregon Customer Service Routing of Agent Calls

F1 Agent Inbound Call to Customer Service



8. FLOW E: Cover Oregon Customer Service Routing of Community Partner Calls

8.1 Introduction

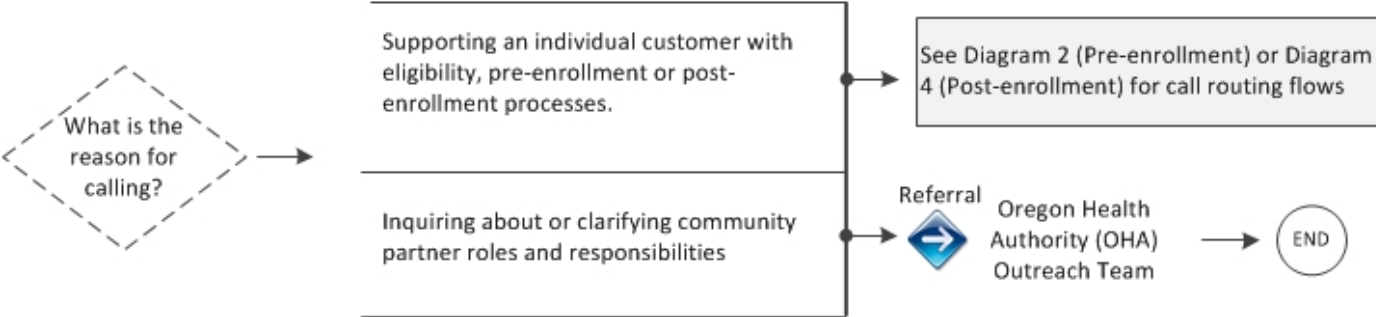
This diagram depicts inbound calls and call routing for Community Partners who are assisting customers with eligibility information or other concerns in pre-enrollment or post-enrollment scenarios, or inquiries about their own roles and responsibilities as Community Partners.

8.2 Diagram of Call Routing Flows

Diagram 9 which illustrates these flows appears on the following page.

Flow G: Cover Oregon Customer Service Routing of Community Partner Calls

G1 Community Partner Inbound Call to Customer Service



9. FLOW E: Cover Oregon Customer Service Routing of Legislative Inquiry or Media Calls

9.1 Introduction

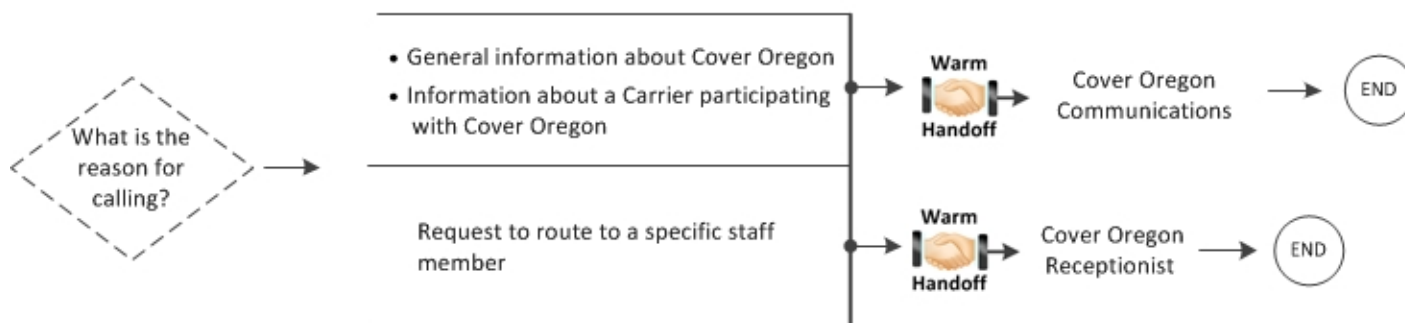
This diagram depicts inbound calls and call routing for Legislators or Media interests for a variety of informational needs.

9.2 Diagram of Call Routing Flows

Diagram 10 which illustrates these flows appears on the following page.

Flow F: Cover Oregon Customer Service Routing of Legislative Inquiry or Media Calls

F1 Legislator Inbound Call to Customer Service



F2 Media Inbound Call to Customer Service

