



# Oregon Health Insurance Exchange Corporation Personal/Professional Services Contract Amendment

## Amendment No. 1 to Medical Carrier Contract

1. On or about August 21, 2013 the Oregon Health Insurance Exchange Corporation, d.b.a. Cover Oregon (“Cover Oregon”) and \_\_\_\_\_ (“Carrier”) entered into a Medical Carrier Contract (“Contract”). Cover Oregon and Contractor are hereinafter referred to collectively as the “Parties”. The Parties now seek to amend certain terms to the Contract (“Amendment”) as set forth herein.
2. All terms and conditions of the Contract, whether general or specific, shall be deemed to be incorporated by reference herein and shall remain in full force and effect unless otherwise specifically amended or modified by this Amendment. Furthermore, in executing this Amendment, the Parties expressly certify that all representations and warranties set forth in the Contract are true and correct as of the effective date of this Amendment and have the same effect as though made at the time this Amendment is fully executed by the parties hereto.
3. Subject to the foregoing, the Parties hereby mutually agree to amend the Contract as follows:

### II: Purpose

This section was amended to include the Federally Facilitated Marketplace.

### III: Contract Documents

Appendices 1 to 8 are no longer applicable to the Contract and have been deleted. The remaining sections have been renumbered accordingly.

### IV: Contract Administrator

This section was updated with current information.

### V: Contract Signature

This section was updated with current staff information.

### Exhibit A: Statement of Work

- 1.2 Mission - Cover Oregon’s 2015 status as a Supported State-Based Marketplace (SSBM) and Cover Oregon’s coordination with the FFM are explained. Sub-sections 1.2.1 to 1.2.6 were deleted
- 1.3 Cover Oregon Customer Groups – Sections were amended to reflect 2015 applicability to individuals and small employers.
- 3.0 Definitions – New definitions for FFM and SSBM are added. Small Employer Product Line definition is revised. Healthy Kids definition is deleted.

- 4.0 The total number of QHPs a Carrier may offer is now five. The number of non-standard plans a Carrier may have per metal tier is expanded from two to four.
- 4.4 Innovative Plans – this sub-section is deleted.
- 5.0 QHP Recertification (originally Section 6) is updated and combined with Section 5 (QHP Certification); QHP Recertification follows the same process as QHP Certification.
  - 5.1.4 The requirement to submit SBCs to Cover Oregon is deleted; submission is now required by the Oregon Insurance Division.
- 8.0 Publications Management - Deleted.
- 8.0 (New Section) Small Employer Product Line –describes the manual process Cover Oregon will use to enroll employees in Small Employer QHPs.
- 9.0 The original Section 9 (Staffing) is now Section 7. After the deletion of several sections, Section 9 became the American Indian and Alaska Native Requirement section. This section had some minor changes, while Appendix 2: Cover Oregon Tribal Premium Sponsorship Program, has had significant changes to reflect the manual process Cover Oregon and Tribes will use for the 2015 plan year.
- 10.0 The original Section 10 was Financial Management. It was deleted, as it referred to Small Employer billing, which will done by the carriers. After the deletion of other sections, it became the Mandatory Reporting and Performance Standards section. The original section 19.4 was removed. It set requirements for carriers to report data needed to assign quality ratings. The FFM does not have the ability to display quality ratings for the 2015 plan year, so Cover Oregon will not require this data in 2015. The FFM will implement a federal Quality Ratings System (QRS) for 2016 plan years and beyond.
- 11.0 The original Section 11 was Management of Enrollment. It is deleted because enrollment will be done by the FFM and the Carriers for the 2015 plan year. Section 11 is now the Administrative Charge section. It is amended to reflect the manual process by which carriers will send Cover Oregon enrollment data during the 2015 plan year so that the Charge may be assessed.
- 12.0 The original Section 12 - Producer Participation Management, was deleted, as Cover Oregon's Agent Program will not be operating under the FFM.
- 13.0 The original Section 13 - Claims Processing, was deleted because carriers are required by law to process claims and the section was redundant.
- 14.0 The original Section 14 - Customer Service, was removed because account-specific questions will be handled by the FFM. Cover Oregon will maintain a limited call center presence for informational purposes.
- 15.0 The original Section 15 - American Indian and Alaska Native Requirement, was moved to Section 9.

- 16.0 The original Section 16 - Carrier Use of Cover Oregon System, was removed because the Cover Oregon system will not be in use after the 2014 plan year.
- 17.0 The original Section 17 - Network Adequacy, was removed because network adequacy will be monitored by the FFM for the 2015 plan year.
- 18.0 The original section 18 - Quality Improvement Strategies, Quality Reporting and Enrollee Satisfaction, was removed to eliminate redundancy. The reporting requirements are outlined in Section 10 (formerly Section 19).
- 19.0 The original Section 19 - Mandatory Reporting and Enrollment Standards, is moved to Section 10.
- 20.0 The original Section 20 - Administrative Charge, was moved to Section 11.

### Appendices

The appendices that accompanied the deleted sections have also been removed. The remaining appendices are Appendix 1: Cover Oregon Guidelines for Standard Plan Cost-Sharing Reductions, and Appendix 2: Cover Oregon Tribal Premium Sponsorship Program. Appendix 2: Cover Oregon Tribal Premium Sponsorship Program has been updated to reflect the 2015 process.

- 4. This Amendment shall become effective on the date this Amendment has been fully executed by each and every Party hereto. Termination of this Amendment or the underlying Contract shall not extinguish or prejudice Cover Oregon's right to enforce this Amendment or the underlying Contract with respect to any default by Carrier that has not been cured.
- 5. Carrier represents and warrants to Cover Oregon that Carrier has the power and authority to enter into this Amendment, and that the individual who executes this Amendment on behalf of Carrier is legally authorized to execute this Amendment and bind Carrier to all terms and provisions set forth therein. When executed and delivered, this Amendment shall be a valid and binding obligation of the Carrier, enforceable in accordance with its terms and conditions, whether expressly stated or incorporated by reference herein.
- 6. This Amendment was entered into by the Parties without collusion, fraud, or other dishonesty. Furthermore, it was jointly drafted and mutually agreed upon by all Parties, and no term or provision shall be construed against any one party as the drafter.
- 7. This Amendment 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 this Amendment so executed shall constitute an original.

By executing this Amendment, the parties hereby acknowledge that they have read this Amendment and the underlying Contract, understand those documents, and agree to be bound by their terms and conditions.

**SIGNATURES**

**Carrier:**

Authorized signature:

Title:

Print name:

Date:

**Cover Oregon, Executive Director:**

Authorized signature:

Title:

Print name:

Date:



# EXHIBIT A

## Statement of Work

### 1. BACKGROUND

#### 1.1 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 Supported State-Based Marketplace (SSBM) that will certify Qualified Health Plans (QHPs) and coordinate with Carriers and the Federally Facilitated Marketplace (FFM) to facilitate the offering of those plans to Oregonians.

#### ~~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.~~

#### 1.2 Cover Oregon Customer Groups – Cover Oregon will coordinate with Carriers and the FFM to offer QHPs to two customer groups.

##### 1.2.1 *Qualified Individuals*

Qualified Individuals will use FFM technology to apply for, and enroll in, Cover Oregon-certified QHPs and receive tax credits, if applicable.

##### 1.2.2 *Small Employers*

Small Employers who purchase a Cover Oregon-certified QHP directly from a Carrier are eligible for federal tax credits.

### 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 the Oregon Health Insurance Exchange and the FFM, 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 Pediatric Services, including Oral and Vision Care.
- 3.14 “Federally Facilitated Marketplace” or “FFM” means the exchange operated by the federal government that determines eligibility and enrolls individuals in QHPs via [healthcare.gov](https://www.healthcare.gov).
- 3.15 “Health Plan” means health insurance coverage subject to regulation by the Oregon Insurance Division.
- ~~3.16 “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 small employers may request confirmation of their participation in a Cover Oregon-certified medical plan from a participating carrier that may make them eligible for a Small Business Health Care Tax Credit.
- 3.34 “Supported State-Based Marketplace” or “SSBM” means an exchange where QHPs are certified and monitored by the state and eligibility for Qualified Individuals is determined, and enrollment completed, through the FFM.
- 3.35 “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).
- 3.36 “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 five QHPs per Metal Tier, per service area, per Product Line. Carrier may offer one Catastrophic QHP per service area in the Individual Product Line.

- 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 945-020-0020 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 four 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 five 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.~~

**4.4 Platinum Plans** – Carrier may design its platinum QHP offerings as long as the QHPs include the EHBs and meet the appropriate actuarial value.

**4.5 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.

**4.6 Child-Only Plans** – For all QHPs sold through Cover Oregon, Carrier must offer identical coverage to children, as required under ACA.

~~4.7 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.

**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 1: Cover Oregon Guidelines for Standard Plan Cost Sharing Reductions.

## 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.
- ~~5.1.4 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~~

5.2.2 Carrier and Cover Oregon have executed this Contract.

### 5.3 **QHP Recertification**

Carrier will follow QHP Submission Process as outlined in section 5.1 for all QHPs it wishes to recertify.

### 5.4 **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.

5.4.1 Cover Oregon will establish a process for Carrier to appeal the Decertification of a QHP.

5.4.2 Upon Decertification of a QHP, Cover Oregon will provide notice of Decertification to all affected parties, including:

5.4.2.1 Carrier;

5.4.2.2 Cover Oregon Enrollees in the QHP before the next enrollment opportunity occurs;

5.4.2.3 CMS; and

5.4.2.4 OID.

5.4.3 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.

## ~~6. QHP RECERTIFICATION~~

~~6.1 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.~~

## **6. STAFFING**

- 6.1** 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.

- 6.2 Carrier will provide and maintain direct communication with Cover Oregon staff in performing this Statement of Work.
- 6.3 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.~~

## **7. SMALL EMPLOYER PRODUCT LINE OPERATION: SMALL EMPLOYER PRODUCT LINE**

- 7.1 Cover Oregon and Carrier will coordinate to offer Small Employer QHPs to Qualified Employers through a manual process.
  - 7.1.1 Rates will be valid for twelve (12) months from the effective date of coverage.
  - 7.1.2 Carrier will quote and offer Small Employer QHPs available in the Small Employer's geographic area.
  - 7.1.3 Carrier will incorporate Carrier's current underwriting guidelines and limitations within its quoting engine.
  - 7.1.4 Carrier will accept requests from Small Employers who have purchased a Cover Oregon-certified QHP. Carrier will provide Cover Oregon with a copy of the group rates and applications or renewal templates via e-mail. Carrier will send e-mail to [account.management@coveroregon.com](mailto:account.management@coveroregon.com).
  - 7.1.5 Cover Oregon will confirm whether or not all criteria are met to be eligible to apply for a Small Business Health Care Tax Credit. The criteria are:
    - 7.1.5.1 The small business has fewer than 25 full-time equivalent (FTE) employees
    - 7.1.5.2 The employer pays, on average, wages of less than \$50,000 per year for each employee
    - 7.1.5.3 The employer pays at least 50% of the employee only premium for each enrolled employee 4) The employer has purchased a Cover Oregon-certified plan
  - 7.1.6 If the employer meets the above criteria an Eligibility Notice is sent to the employer, agent of record and the carrier confirming the review and outcome. The employer will provide this notice to their tax professional when filing taxes to apply for the tax credit.
  - 7.1.7 Carrier will provide new member information and SBC directly to subscribers.
  - 7.1.8 Carrier will provide member materials, such as ID cards, member certificates, and Oregon State Continuation information directly to members.
  - 7.1.9 Carrier will provide group-level materials, such as contracts and program collateral materials, directly to subscribers.



## **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(e).~~

~~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.~~

## **8. AMERICAN INDIAN AND ALASKA NATIVE REQUIREMENT**

8.1 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:

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

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

- 8.1.3 No Cost-Sharing for items or services furnished through Indian health providers;
  - 8.1.4 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
  - 8.1.5 Compliance with Indian Health Care Improvement Act Sections 206 [25 U.S.C. §1621e] and 408 [25 USC § 1647a].
- 8.2 Carrier is encouraged to offer to contract with all Indian health providers in Carrier's service areas as in-network providers.
- ~~8.3 Carrier will accept indicators from Cover Oregon signifying an Individual is AI/AN.~~
- 8.3 If Carrier contracts with a Federally Recognized Tribe or Indian health provider, Carrier will notify Cover Oregon of this relationship.
- 8.4 Carrier will use the Indian Addendum (OAR 945-020-0040) when contracting with a specified Indian health provider.
- 8.5 Carrier will participate in Cover Oregon Tribal Premium Sponsorship Program (TPSP). Forms and guidance to assist the Carrier and Tribe in this process can be found in Appendix 2: Cover Oregon Tribal Premium Sponsorship Program.

## ~~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.~~

**9. MANDATORY REPORTING AND PERFORMANCE STANDARDS  
CARRIER WILL REPORT INFORMATION ABOUT QHPS's AS  
REQUIRED UNDER FEDERAL LAW.**

9.1 Pursuant to CFR 45 CFR 156.220 (b), Carrier will provide the following information to OID, CMS, and Cover Oregon:

9.1.1 Claims payment policies and practices;

9.1.2 Periodic financial disclosures;

9.1.3 Data on enrollment;

9.1.4 Data on disenrollment;

9.1.5 Data on the number of claims that are denied;

9.1.6 Data on rating practices; and

9.1.7 Information on cost-sharing and payments with respect to any out-of-network coverage.

9.2 Carrier will make the information described in section 9.1 available to the public. Carrier will ensure that this information is provided in plain language as defined under 45 CFR § 155.220.

9.3 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 9.1 above. Carrier will submit this information to Cover Oregon and OID simultaneously.

~~9.4—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:~~

~~9.4.1 — Breast cancer screenings;~~

~~9.4.2 — Comprehensive diabetes screenings;~~

~~9.4.3 — Cholesterol management (LDL test) for patients with cardiovascular conditions;~~

~~9.4.4 — Flu shots;~~

~~9.4.5 — Avoidable hospital stays for chronic conditions;~~

~~9.4.6 — Initiation and engagement of alcohol and other drug treatment;~~

~~9.4.7 — Antidepressant medication management;~~

~~9.4.8 — Prenatal and postpartum care;~~

~~9.4.9 — Well child visits in the first 15 months of life, six or more;~~

~~9.4.10 — Getting needed care without delay;~~

~~9.4.11 — Customer service — courtesy and respect;~~

~~9.4.12 — Customer service — information; and~~

~~9.4.13 — Overall rating of health care quality.~~

9.4 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.

9.5 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.

- 9.6 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.
- 9.7 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.
- 9.8 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.
- 9.9 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.

## **10. ADMINISTRATIVE CHARGE**

- 10.1 Carrier will remit an Administrative Charge.
- 10.2 Cover Oregon will assess Carrier on a monthly basis for the Administrative Charge. Carrier will be assessed based on enrollment numbers provided to Cover Oregon by the FFM. The Charge will be assessed on the 10th business day of each month following receipt of enrollment numbers. The assessment shall be calculated as set forth in OAR 945-030-0030. 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 by either party in the following month's assessment.

- 10.3 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.

Appendix 1  
Cover Oregon Guidelines for Standard Plan Cost Sharing Reductions.

<b>Deductible/OOP Max</b>	<b>AV Input</b>	<b>Silver</b>	<b>201-250% FPL</b>	<b>151-200% FPL</b>	<b>133-150% FPL</b>
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	\$6,350	\$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 <sup>6</sup>	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
<b>Service Category</b>		<b>Copay / Coinsurance</b>	<b>Copay / Coinsurance</b>	<b>Copay / Coinsurance</b>	<b>Copay / Coinsurance</b>
Inpatient <sup>1</sup>	Yes (SNF)	30%	30%	10%	10%
Outpatient <sup>2</sup>	Yes	30%	30%	10%	10%
ER <sup>3</sup>	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 <sup>4</sup>	Yes (PT/OT/ST)	\$35	\$35	\$15	\$10
Specialist Office Visit <sup>5</sup>	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%
<b>Actuarial Values</b>					
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

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

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

<sup>3</sup> ER copay is waived if admitted.

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

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

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

## APPENDIX 2

### Carrier Participation in Cover Oregon Tribal Premium Sponsorship Program

The Carrier shall participate in the Cover Oregon Tribal Premium Sponsorship Program (TPSP). The Carrier shall:

- a. Aggregate the payment for all TPSP-Sponsored Individuals for each Tribal Entity.
- b. Accept bank routing information from Tribal Entities on behalf of Sponsored Individuals via a paper form produced by Cover Oregon.
- c. Accept Tribal Entity billing addresses for Sponsored Individual files.
- d. 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.
- e. Consolidate TPSP billing and rate change notices, so that the Tribal Entity does not receive multiple notices
- f. Send premium billing notices and rate change information to Sponsored Individuals participating in the TPSP if the individual requests to receive such information.
- g. Send all policy information and notices to the Sponsored Individual.
- h. Send any cost-sharing information to the Sponsored Individual.
- i. Notify Tribal Entities of aggregate premium withdrawals prior to each automatic deduction each month.
- j. Consolidate Sponsored Individual's rate notices for each Tribal Entity participating in the program.
- k. 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.
- l. 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.
- m. Send all cost-sharing charges to any AI/AN individual at or above 300% FPL who incurs cost-sharing charges.
- n. Premium rate changes are limited to once in a 12-month plan year, except for Qualifying Events.
- o. If an AI/AN individual changes plans under the allowed monthly open enrollment provisions, the premium rates may change.