Qualified Health Plan Carrier Contract
OHA Oregon Health Insurance Marketplace

This Qualified Health Plan Carrier Contract ("Contract") is by and between the State of Oregon, by and through the Oregon Health Authority, Division of Health Policy and Analytics, Health Insurance Marketplace ("OHA") and [Carrier Name, Company Type, Address of Headquarters] ("Carrier").

This Contract is awarded per Carrier's response to a request for application, application number DCBS-1521-20. OHA has authority under ORS 741.310 to award this Contract.

The effective date of this Contract is the date this Contract has been fully executed by each party and, approved as required by applicable law. Unless extended or terminated earlier in accordance with its terms, this Contract terminates on December 31, 2023. The termination of this Contract will not extinguish or prejudice OHA's right to enforce this Contract with respect to any default by Contractor that has not been cured.

I. PURPOSE

The purpose of this Contract is to set forth terms and conditions under which Carrier will offer OHA-certified Qualified Health Plans (QHPs) for medical coverage during calendar year 2023.

II. 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

   Appendix 1: Marketplace Standard Gold Plan Design

   Appendix 2: Marketplace Guidelines for Standard Plan Cost-Sharing Reductions

   Appendix 3: SHOP Participation Request Form

   Appendix 4: Coordinated Care Model Provisions

   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.

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III. CONTRACT ADMINISTRATORS

The Contract Administrator for OHA is Anthony Behrens; Senior Policy Advisor and Carrier Liaison; 500 Summer Street NE, E56; Salem, OR 97301; (503) 983-1299; anthony.behrens@dhsoha.state.or.us.

The Contract Administrator for Carrier is [Contact's Name, Title, Company Name, Address, Phone Number, and Email Address].

IV. 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.

[Company Name]

By:

____

(This signature is for tax certification only; the contract signature is below.)

[Signer's Name and Title] Date:

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V. CONTRACT SIGNATURES

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

[Company Name]

By:

____

[Signer's Name and Title] Date:

Oregon Health Authority

By:

____

Chiqui Flowers, Administrator, Oregon Health Insurance Marketplace Date:

EXHIBIT A

Statement of Work

1. DEFINITIONS

The following are definitions that apply to this Contract:

1.1 "834 Transaction" means the ASC X12 Benefit Enrollment and Maintenance transaction submitted to a Carrier by the FFM.

1.2 "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), together with any interim final or final federal regulations implementing the foregoing statute.

1.3 "American Indian/Alaska Native" or "AI/AN" means a person who is a member of an Indian Tribe.

1.4 "Benefit Design Standards" means coverage that provides for all of the following:

1.4.1 Essential Health Benefits (EHBs) as defined by OAR 836-053-0012;

1.4.2 Cost-Sharing as described in 45 CFR 156.130; and

1.4.3 A Level of Coverage as described in paragraph 1.26;

1.5 "Carrier" means the party to this Contract described in the opening paragraph of the Contract.

1.6 "Carrier Intellectual Property" means any intellectual property owned by Carrier.

1.7 "Catastrophic QHP" means a Qualified Health Plan that meets the requirements of 42 U.S. Code § 18022(e).

1.8 "Certification" means the certification of a Health Plan by the Marketplace, authorizing Carrier to sell the Health Plan through the Marketplace as a QHP.

1.9 "CMS" means the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services.

1.10 "Cost-Sharing" means any expenditure required by, or on behalf of, an Enrollee with respect to EHBs; Cost-Sharing includes deductibles, coinsurance, copayments, or similar charges, but excludes premiums, balance-billing amounts for non-network providers, visit limits, and non-covered services.

1.11 "Cost-Sharing Reductions" means reductions in Cost-Sharing for an Enrollee in a silver level QHP through the FFM or for an Individual who is an American Indian/Alaska Native enrolled in a QHP through the FFM.

1.12 "DCBS" means the State of Oregon, Department of Consumer and Business Services.

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1.13 “Decertification” means the removal of a QHP’s Certification, making the Health Plan ineligible for sale through the Marketplace.

1.14 “Division of Financial Regulation” or “DFR” means the Division of Financial Regulation of DCBS.

1.15 “Eligible Employee” has the meaning given to the term in ORS 743B.005.

1.16 “Enrollee” means a person enrolled in a Marketplace QHP.

1.17 “Essential Health Benefits” or “EHBs” has the meaning given that term in OAR 836-053-0012.

1.18 “Federally Facilitated Marketplace” or “FFM” means the entity and health insurance exchange platform operated by CMS through which the Marketplace makes QHPs available for sale to individuals, determines their eligibility, and enrolls them in QHPs.

1.19 “Health Plan” means a health benefit plan as defined by ORS 743B.005.

1.20 “High Deductible Health Plan” means a Health Plan as defined by 26 USC § 223(c)(2)(A) that also is a Qualified Health Plan.

1.21 “Health Insurance Casework System” or HICS” means the application that serves as a casework management system for all Affordable Care Act Marketplaces using the federal technology platform and federal call center.

1.22 “Indian Tribe” means any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act [43 U.S.C. 1601 et seq.], which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

1.23 “Individual Plan” means a QHP for Qualified Individuals and their families.

1.24 “Individual Product Line” means Carrier’s entire line of Individual Plans.

1.25 “Level of Coverage” means a bronze, silver, gold, or platinum level as determined under 45 CFR 156.140.

1.26 “Marketplace” means the health insurance exchange administered by OHA in accordance with ORS 741.310.

1.27 “Member” means a person insured under a QHP.

1.28 “Open Enrollment” means the period when all Individuals or eligible Employees may choose to enroll in QHPs for a new Plan or Policy Year.

1.29 “OHA” means the Oregon Health Authority

1.30 “Oregon Insurance Laws” means:

1.30.1 The Oregon Insurance Code as defined in ORS 731.004 and its implementing administrative rules in OAR 836; and

1.30.2 DFR Bulletins implementing or interpreting the laws described in paragraph 1.31.

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1.31 "Oregon Marketplace Laws" refers to laws of the state of Oregon pertaining to the establishment and operation of the Marketplace. The term includes, but is not limited to:

1.31.1 Senate Bill 1 enrolled (2015), Chapter 3, 2015 Oregon Laws;

1.31.2 ORS chapter 741 as amended through 2021; and

1.31.3 All implementing administrative rules (including OAR chapter 945) related to the Marketplace.

1.32 "Plan Year" means the consecutive 12-month period during which a Small Employer Plan provides coverage for health benefits.

1.33 "Policy Year" means the calendar year for which an Individual QHP provides coverage for health benefits.

1.34 "Producer" means a person who is licensed by DFR to sell, solicit, or negotiate the sale of a QHP.

1.35 "Qualified Employer" means a Small Employer that elects to make, at a minimum, all full-time Eligible Employees eligible for one or more QHPs through the SHOP

1.36 "Qualified Health Plan" or "QHP" means a Small-Employer Plan that is certified by the Marketplace or an Individual Plan that is certified by the Marketplace and offered for sale through the FFM.

1.37 "Qualified Individual" means a person who has been determined eligible to enroll through the FFM in an Individual Plan.

1.38 "Quality Improvement Reporting" means the enrollee experience and clinical data and other information that Carrier is required to submit to CMS or to the Marketplace.

1.39 "Quality Improvement Strategy" or "(QIS)" means the QHP issuer's strategy to meet state and federal requirements to improve patient care and population health, including strategic payment structures or other incentives to improve health outcomes, reduce hospital readmissions, improve patient safety, and reduce medical errors, implement wellness and health promotion activities, and reduce health and health care disparities, as described in 42 USC 18031(g)(1).

1.40 "Quality Rating System" means the CMS system intended to inform consumers about the comparable quality of health care services provided by QHPs based on data reported in the means and manner required for Quality Improvement Reporting.

1.41 "Recertification" means the process of obtaining certification of a QHP for the calendar year immediately following a Certification or Recertification.

1.42 "Records" means 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.

1.43 "Service Area" means the geographic area or areas described in OAR 836-053-0063 in which Carrier offers a QHP.

1.44 "Small Business Health Options Program" or "SHOP" means a health insurance exchange for small employers as described in 42 U.S.C. 18031.

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1.45 “Small Employer” has the meaning given that term under the ORS 743B.005.

1.46 “Small Employer Plan” means a SHOP-certified QHP issued to a Small Employer.

1.47 “Small Employer Product Line” means Carrier’s entire line of Small Employer Plans.

1.48 “Subscriber” means the person insured under a SHOP-Certified QHP whose employment status serves as the basis for eligibility for coverage under the SHOP-Certified QHP.

1.49 “Third Party Intellectual Property” means any intellectual property owned by parties other than OHA or Carrier.

1.50 “Tier” or “Metal Tier” means a level of coverage described in paragraph 1.26.

1.51 “Tribal Entity” means an Indian tribe, tribal organization, or urban Indian organization eligible for a Tribal Premium Sponsorship Program.

1.52 “Tribal Premium Sponsorship Program” or “TPSP” means a program, pursuant to 45 CFR 155.240, by which the Marketplace 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 the Marketplace.

1.53 “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 OHA pursuant to the work performed under this Contract.

2. STATE AND FEDERAL REQUIREMENTS

2.1 Carrier shall comply with the applicable provisions of the following:

2.1.1 The ACA;

2.1.2 Oregon Marketplace Laws;

2.1.3 Oregon Insurance Laws;

2.1.4 Any state or federal regulations implementing the foregoing laws; and

2.1.5 Any other state and federal laws, regulations, or official agency written guidance applicable to Carrier as the issuer of a QHP.

2.2 Throughout the term of this Contract, Carrier shall be an entity described in ORS 743B.005(5)(a), (b), or (c), holding a Certificate of Authority in good standing from DFR.

2.3 Carrier shall 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 or Eligible Employees with significant health needs in its QHPs.

3. BENEFIT DESIGN STANDARDS AND QHPs

3.1 **Benefit Design** – Carrier shall ensure that:

3.1.1 Each of its QHPs complies with the Benefit Design Standards, including the Cost-Sharing limits, EHBs, and, except for Catastrophic QHPs, Level of Coverage requirements; and

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3.1.2 Collectively, Carrier's plan offerings provide at least five of the requirements labeled 1 through 18 in Appendix 4. Notwithstanding references to reporting in Appendix 4, for purposes of the requirements of this subparagraph, Carrier is not required to submit any report to the Marketplace.

3.2 **Individual Metal Tier QHPs** – Carrier may offer a combination of the following required and optional QHPs in the Individual Product Line in each Service Area in which it provides coverage:

3.2.1 **Required Plan Offerings** – One standard QHP per Individual Product Line Service Area in the bronze and silver Tiers as required by ORS 743B.130 and OAR 836-053-0013 and one standard QHP per Individual Product Line Service Area in the gold Tier (see Appendix 1 for design), as required by OAR 945-020-0020(3)(b); and

3.2.2 **Optional Plan Offerings** –

3.2.2.1 One or more QHPs per silver, gold, or platinum Metal Tier, which provide coverage of primary care visits and generic drugs without application of the deductible; and

3.2.2.2 One or more QHPs per bronze Metal Tier.

3.3 **Catastrophic Plans (Optional)** –Carrier may offer no more than one Catastrophic QHP in each Service Area in which Carrier provides coverage in the Individual Product Line.

3.4 **Child-Only Plans** – For all QHPs sold through the Marketplace, Carrier must offer identical coverage to children.

3.5 **Product Line Participation** – Carrier shall adhere to the provisions of this Contract relevant to the product line or lines in which it chooses to provide coverage.

3.6 **Cost-Sharing Reductions** – Carrier shall reduce an eligible enrollee's cost-sharing according to the standard Cost-Sharing Reductions created for the standard silver QHP as described in Appendix 2: Marketplace Guidelines for Standard Plan Cost-Sharing Reductions. Carrier shall file Cost-Sharing variations for each of the following:

3.6.1 Silver QHP variations as described in 45 CFR 156.420;

3.6.2 Zero Cost-Sharing for American Indians/Alaska Natives with household incomes at or below 300% of the federal poverty level; and

3.6.3 Zero Cost-Sharing for items or services furnished directly by the Indian Health Service, an Indian Tribe, a Tribal organization, or an Urban Indian organization or through referral by an Indian Health Service health care provider to an in-network or out-of-network provider for American Indians/Alaska Natives with household incomes above 300% of the federal poverty level.

4. QHP CERTIFICATION

4.1 *QHP Submission Process*

4.1.1 **DFR Approval** – Carrier shall obtain DFR's approval of rates, forms, and binders

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for each Health Plan for which Carrier seeks Certification. The Marketplace may not certify a Health Plan as a QHP unless and until DFR has approved the rates, forms, and binders for the Health Plan.

4.1.2 **National Committee for Quality Assurance, URAC, or Accreditation Association for Ambulatory Health Care accreditation** – Carrier shall provide initial and subsequent renewal accreditation documentation, including any required corrective actions, within 30 days of receipt from the accrediting agency.

4.1.3 **Rate Adjustments** – Carrier may not adjust Individual Product Line rates during a Policy Year. Carrier may adjust Small Employer Product Line rates on a quarterly basis.

4.1.4 **Rate justification –** Carrier must submit to DFR a justification for a rate change prior to implementation of the changed rate. Carrier shall prominently post the justification on its website.

4.2 ***Marketplace Certification Requirements***

At the request of Carrier, the Marketplace will certify a Health Plan as a QHP if Carrier obtains approval from DFR of the rates, forms, and binder, and submits the following:

4.2.1 The quality reporting system data described in section 8.3;

4.2.2 A QIS Implementation Plan and Progress Report form as described in section 8.4;

4.2.3 An Essential Community Provider/Network Adequacy template and, if applicable, an accompanying justification;

4.2.4 A plan crosswalk template; and

4.2.5 An attestation that plans have been reviewed in the Health Insurance Oversite System's (HIOS's) Plan Preview.

4.3 ***QHP Recertification***

Carrier shall follow the QHP Submission Process described in paragraph 4.1 for all QHPs for which it seeks Recertification.

4.4 ***Marketplace Decertification of QHP***

The Marketplace may at any time decertify a QHP if the Marketplace determines that Carrier or QHP is no longer in compliance with the Marketplace's Certification criteria.

4.4.1 Carrier may appeal Decertification of a QHP through the following process. Appeal requests must be submitted within 15 days of the notice from OHA informing Carrier of the Decertification. Carrier's appeal request must be made in writing and must provide a thorough explanation of the grounds for appeal along with any supporting information. Valid appeal requests will be reviewed and decided upon by the Administrator of the Marketplace, within 14 days of receipt of the request. If Carrier is unsatisfied with the Administrator's decision on its

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appeal, Carrier may seek additional review through a contested case hearing as provided under ORS 183.411 to 183.471.

4.4.2 Upon Decertification of a QHP, the Marketplace will provide notice of Decertification to:

4.4.2.1 Carrier;

4.4.2.2 Enrollees in the QHP;

4.4.2.3 United States Office of Personnel Management if Carrier is a multi-state plan;

4.4.2.4 CMS; and

4.4.2.5 DFR.

4.4.3 In the event of a Decertification, Carrier shall 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.

5. STAFFING

5.1 Carrier shall identify key staff as primary Marketplace contact(s) responsible for oversight of Carrier's QHPs and shall provide the Marketplace with the name and contact information of such staff.

5.2 Carrier shall provide and maintain direct communication with Marketplace staff during the pendency of this Contract.

5.3 The Marketplace will identify and provide Carrier with the contact information of key staff.

6. SMALL EMPLOYER PRODUCT LINE OPERATION: SMALL EMPLOYER PRODUCT LINE

SHOP Certification. Carrier may coordinate with the Marketplace to offer Small Employer QHPs to Qualified Employers.

6.1 If Carrier offers a product through the SHOP:

6.1.1 Rates will be valid for twelve (12) months from the effective date of coverage.

6.1.2 Carrier shall quote and offer to a Small Employer Small Employer QHPs that are available in the Small Employer's geographic area.

6.1.3 If a Small Employer requests that it be enrolled in a SHOP-Certified QHP, Carrier shall complete the SHOP Participation Request Form, attached hereto as Appendix 3. Carrier shall email the rates applicable to the Small Employer's health benefit plan and a completed SHOP Participation Request Form to SHOP.marketplace@dhsoha.state.or.us within 10 days of the Small Employer's request.

6.1.4 The Marketplace will confirm that:

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6.1.4.1 The QHP purchased by the Small Employer is SHOP-Certified; and

6.1.4.2 The SHOP Participation Request Form provided by Carrier contains the following information:

6.1.4.2.1 The small business has fewer than 51 full-time equivalent employees;

6.1.4.2.2 The company is headquartered in Oregon; and

6.1.4.2.3 The employer offers a Marketplace SHOP-certified QHP to all of its fulltime employees.

6.1.5 If an employer meets the criteria enumerated in paragraph 6.1.4, the Marketplace will notify the employer, the agent of record, and Carrier of the employer's eligibility for SHOP.

6.1.6 Carrier shall provide new member information; Summary of Benefits and Coverage (SBC); and group-level materials, such as contracts and program collateral materials, directly to Subscribers.

6.1.7 Carrier shall provide member materials, such as ID cards, member certificates, and Oregon State Continuation information required by ORS 743B.347, directly to Members.

7. AMERICAN INDIAN AND ALASKA NATIVE REQUIREMENT

7.1 To the extent possible using the FFM platform, Carrier shall comply with all applicable federal laws and regulations and all applicable requirements related to the provision of Health Plan coverage to American Indians/Alaska Natives, including but not limited to the requirement to:

7.1.1 Provide monthly enrollment periods for an American Indian/Alaskan Native enrolled in an Individual Plan;

7.1.2 Provide zero Cost-Sharing for American Indians/Alaska Natives with household incomes at or below 300% of the federal poverty level;

7.1.3 Provide zero Cost-Sharing for items or services furnished directly by the Indian Health Service, an Indian Tribe, a Tribal organization, or an Urban Indian organization or through referral by an Indian Health Service health care provider to an in-network or out-of-network provider for American Indians/Alaska Natives with household incomes above 300% of the federal poverty level.

7.1.4 Treat health programs operated by the Indian Health Services, Indian tribes, tribal organizations, and Urban Indian organizations as the payer of last resort for services provided by such programs notwithstanding any federal, state, or local law to the contrary; and

7.1.5 Comply with the Indian Health Care Improvement Act Sections 206 (25 USC 1621e) and 408 (25 USC 1647a).

7.2 If Carrier contracts with a federally recognized Indian Tribe or Indian health provider,

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Carrier shall provide a copy of the contract to the Marketplace.

7.3 Carrier shall use the Indian Addendum (OAR 945-020-0040) when contracting with a specified Indian health provider.

7.4 Carrier shall:

7.4.1 Participate in the Marketplace Tribal Premium Sponsorship Program.

7.4.2 Aggregate the payment for all TPSP-sponsored individuals for each Tribal Entity.

7.4.3 Accept bank routing information from Tribal Entities on behalf of sponsored individual via a paper form produced by Marketplace.

7.4.4 Accept Tribal Entity billing addresses for sponsored individual files.

7.4.5 Send premium-billing notices and rate change information to a Tribal Entity paying premium sponsorship, with the expected premium withdrawal for all sponsored individual and the expected bank withdrawal date.

7.4.6 Consolidate TPSP billing and rate change notices so that the Tribal Entity does not receive multiple notices.

7.4.7 Send premium-billing notices and rate change information to a sponsored individual participating in the TPSP if the individual requests to receive such information.

7.4.8 Send all policy information and notices to the sponsored individual.

7.4.9 Notify Tribal Entities of aggregate premium withdrawals prior to each automatic deduction each month.

7.4.10 Consolidate sponsored individual's rate notices for each Tribal Entity participating in the program.

7.4.11 Notify the Tribal Entity and Marketplace of the date funds will be withdrawn from the Tribal Entity's bank account to pay for TPSP-sponsored premiums.

7.4.12 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 Marketplace.

7.4.13 Send all cost-sharing charges to any AI/AN individual at or above 300% FPL who incurs cost-sharing charges.

7.4.14 Limit premium rate changes to once in a 12-month plan year, except for a change in plan pursuant to:

7.4.14.1 Special enrollment; or

7.4.14.2 The monthly open enrollment period available to AI/AN individuals.

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8. MANDATORY REPORTING AND PERFORMANCE STANDARDS

8.1 Carrier shall report information about QHPs as required by federal law, including 45 CFR 156.220**,** in a form, manner, and time prescribed by CMS.

8.2 Carrier shall make information required for disclosure under 45 CFR 156.220 available to the public in language that the intended audience, including individuals with limited English proficiency, can readily understand and use because that language is concise, well-organized, and follows best practices of plain language writing.

8.3 In the manner, form, and timeframe prescribed by CMS, Carrier shall submit to CMS and the Marketplace the quality rating system data required by 45 CFR 156.1120(a) and the enrollee satisfaction survey data required by 45 CFR 156.1125(b).

8.4 Carrier shall submit its quality improvement strategy and evaluation data, as required by 42 U.S. Code § 18031(g)(1), and described in 45 CFR 156.1130, to the Marketplace through SERFF.

8.4.1 Marketplace shall provide Carrier any additional guidelines for, and updates to, the 2024 Oregon QIS Report within 14 days of the publication of the Federal QIS Technical Guidance and User Guide for the 2024 Plan Year. By September 1, 2023, Carrier shall report in the 2024 Oregon QIS Report on the status of the quality improvement strategy submitted in 2022. Within 30 days of receipt of Carrier's 2024 Oregon QIS Report, the Marketplace will:

8.4.1.1 Review the report to determine whether Carrier shall be required to provide additional information; and

8.4.1.2 If additional information is required, request the needed information.

8.5 If the Marketplace determines that additional information is required:

8.5.1 No later than 14 days after receipt of the request described in paragraph 8.4.1.2, Carrier may seek clarification or modification of the request.

8.5.2 Carrier shall include the additional information in its 2024 Oregon QIS Report.

8.6 Within seven business days of a request by the Marketplace, Carrier shall provide to the Marketplace:

8.6.1 The list of appointed producers maintained by Carrier pursuant to ORS 744.078(2).

8.6.2 The email address and telephone number for each of the producers on the list described in paragraph 8.6.1.

8.6.3 A written explanation of Carrier's policies and procedures pertaining to the appointment of producers.

9. ADMINISTRATIVE CHARGE

9.1 The Marketplace will assess an administrative charge on Carrier on the tenth business day of each month following receipt of enrollment data reported by Carrier and verified by

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DFR. The Marketplace will calculate the administrative charge as set forth in OAR 945-030-0030(7)(a). Carrier shall pay the administrative charge as billed via electronic funds transfer to the Marketplace no later than the last business day of the month in which Carrier is billed. The Marketplace may offset overpayments against future assessments and may increase future monthly assessments to offset underpayments.

9.2 Carrier may not allocate the administrative charge only to those Enrollees who enroll through the Marketplace unless Carrier's Health Plan business is limited to the Marketplace.

10. ABORTION PREMIUMS AND SERVICES

Carrier shall not place an enrollee into a grace period or terminate QHP coverage based solely on a policyholder's failure to pay the separate payment for coverage of non-Hyde abortion services required by 45 CFR 156.280(e)(2).

11. PRODUCER COMMISSIONS

Carrier shall not unlawfully vary the Producer commission rate or rates paid to a Producer for the sale of QHPs from the commission rate or rates underlying the QHP premium rate approved by DFR.

12. RETROACTIVE TERMINATION FOR MEDICAID

Carrier shall terminate an enrollee's QHP coverage effective on the date specified in HICS if the enrollee has been approved for Medicaid retroactively.

13. MEDICARE

Carrier may not terminate coverage, refuse to issue coverage, or pay QHP claims secondary to Medicare:

13.1 When a Qualified Individual is:

13.1.1 Eligible for Medicare; and

13.1.2 Not enrolled in Medicare;

13.2 If:

13.2.1 The Qualified Individual is not eligible for Free Medicare Part A; and

13.2.2 The FFM determines that the Qualified Individual is eligible for QHP coverage.

14. NONDISCRIMINATION

Carrier certifies that Carrier has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Carrier agrees, as a material term of the Contract, to maintain the policy and practice in force during the entire Contract term.

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EXHIBIT B
Standard Terms and Conditions

1. Term

1.1. Unless otherwise renewed, this Contract terminates December 31, 2023. Carrier is responsible for processing and payment of all claims with dates of service on or prior to the date of termination, including applicable grace periods and run out periods.

1.2. OHA and Carrier may, at any time and in the manner permitted by paragraph 13, 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 OHA 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

3.1. 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 the work as they may be adopted, amended, or repealed from time to time, including but not limited to the following:

3.1.1. 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;

3.1.2. Laws protecting privacy and security, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA);

3.1.3. 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;

3.1.4. Laws providing for continuation and portability of benefits, including, but not limited to the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), HIPAA, and the American Reinvestment and Recovery Act of 2009;

3.1.5. 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);

3.1.6. The ACA;

3.1.7. Any Oregon state laws corresponding to or implementing the above federal laws;

3.1.8. The Oregon Consumer Identity Theft Protection Act, ORS 646A.600 to

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646A.628, including, but not limited to, the notice of breach of security provisions;

3.1.9. 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

3.1.10. 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.

3.2. 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.

3.3. All provisions of the Contract are governed by OHA's rules (OAR Chapter 945) generally, in addition to any specific rules cited herein. If the Contract's provisions conflict with the rules, the rules take precedence over the provisions of the Contract.

3.4. To the extent a subcontractor is used to perform Carrier's duties under this contract, Carrier shall include provisions in its subcontract requiring compliance with the laws described in paragraphs 3.1 to 3.3. Carrier shall enforce such provisions in connection with any violation of law by subcontractor that comes to the attention of Carrier.

4. Independent Contractor

4.1. Carrier is not an officer, employee, or agent of OHA as those terms are used in ORS §30.265 or otherwise.

4.2. If Carrier is currently performing work for OHA, 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.

4.3. 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, OHA 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.

4.4. Carrier agrees and acknowledges that it is an independent contractor of OHA for purposes of this Contract. Carrier shall perform all work as an independent contractor. OHA reserves the right, to the extent permitted by this Contract, 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 OHA to Carrier pursuant to this Contract. However, OHA 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.

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5. Representations and Warranties

5.1. Each person executing this Contract on behalf of Carrier hereby represents and warrants to OHA that such person is duly authorized to execute this Contract and to bind Carrier to each of the terms and provisions hereof.

5.2. Carrier's Representations and Warranties. Carrier represents and warrants to OHA that:

5.2.1. Carrier has the power and authority to enter into and perform this Contract;

5.2.2. This Contract, when executed and delivered, is a valid and binding obligation of Carrier enforceable in accordance with its terms;

5.2.3. The execution and performance of this Contract has been duly authorized by all necessary corporate action;

5.2.4. Carrier has the requisite experience, expertise, and resources to perform all of its duties and obligations fully and properly, and exercise all of the powers, as set forth in this Contract;

5.2.5. 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;

5.2.6. 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 DFR;

5.2.7. Carrier prepared its application ("application") in response to the request for applications related to this Contract described in OAR 945- 020-0020(1), independently from all other applicants, and without collusion, fraud, or other dishonesty;

5.2.8. 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;

5.2.9. Carrier has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.

5.2.10. Carrier's application was 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;

5.2.11. The representations and warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided; and

5.2.12. Carrier shall promptly notify OHA in writing if any of the foregoing representations or warranties will cease to be true at any time during the term of this Contract.

6. Recourse Limited

OHA 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.

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7. Use of Work Product

7.1. 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 OHA. OHA and Carrier agree that all Work Product is "work made for hire" of which OHA 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 OHA 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 OHA's reasonable request, Carrier shall execute such further documents and instruments necessary to fully vest such rights in OHA. 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.

7.2. 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 OHA 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 Carrier Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.

7.3. 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 OHA's behalf, where reasonably possible to do so, but in no event less than necessary for Carrier to comply with its obligations under this Contract, an irrevocable, non-exclusive, royalty-free license, for the duration of the Contract and any additional periods of time required for Carrier to fulfill all obligations that survive termination of this Contract, 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 OHA's behalf.

8. Indemnity

8.1. General Indemnity. Carrier shall defend, save, hold harmless, and indemnify the State of Oregon, OHA, and their respective agencies, subdivisions, boards, officers, directors, employees, agents, successors in interest, and assigns from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including, but not limited to, the cost of legal defense, settlement, attorneys' fees, and all related costs resulting from, arising out of, or relating to the activities of Carrier and/or its officers, employees, subcontractors, or agents under this Contract.

8.2. Indemnity for infringement claims. Without limiting the generality of paragraph 8.1, Carrier expressly shall defend, indemnify, and hold OHA, the State of Oregon, and their respective agencies, subdivisions, boards, officers, directors, agents, employees, successors in interest, and assigns harmless from any and all claims, suits, actions, losses, liabilities, costs, and expenses, including, but not limited to, attorneys' fees, costs, 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 OHA by Carrier that may be the subject of protection under any State or federal intellectual property law or doctrine, or OHA's use thereof,

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infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OHA will provide Carrier with prompt written notice of any claim of infringement.

8.3. Defense Qualification. Neither Carrier nor any attorney engaged by Carrier shall defend any claim in the name of OHA or the State of Oregon or any agency of the State of Oregon, nor purport to act as the legal representative of the State of Oregon or OHA, or any of its agencies, without the prior written consent of OHA and 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, that Carrier is not adequately defending the State of Oregon's interests, 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 OHA, and without waiving OHA's right to recover attorneys' fees and costs as provided in paragraph 8.1 and to the fullest extent permitted by law, OHA 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 OHA, that Carrier is not adequately defending OHA's interests, that an important governmental principle is at issue, or that it is in the best interests of OHA to do so. OHA reserves all rights to pursue any claims it may have against Carrier if OHA elects to assume its own defense.

8.4. OHA is not responsible for the provision of health care by health care providers under Carrier's Health Plans.

9. Default; Remedies; Termination

9.1. Default by Carrier. Carrier shall be in default under this Contract if Carrier:

9.1.1. 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

9.1.2. 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 OHA's notice or such longer period as OHA may specify in such notice;

9.1.3. Commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract, including, but not limited to, failure to pursue the work, such that Carrier's performance under this Contract, in accordance with its terms is endangered, and where such breach, default or failure is not cured within 30 calendar days after OHA's notice, or such longer period as OHA may specify in such notice; or

9.1.4. Has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State.

9.2. Any violation of Carrier's warranty in Section V of this Contract that Carrier has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also constitutes a material breach of this Contract. Any violation entitles Agency to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to

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those described in paragraph 9.3.

9.3. OHA's Remedies for Carrier's Default. In the event Carrier is in default under paragraph 9.1 or 9.2, OHA 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:

9.3.1. Termination of this Contract under paragraph 9.6; or

9.3.2. Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or

9.3.3. Decertifying Carrier's Qualified Health Plans, following the procedure in paragraph 4.4 of Exhibit A; or

9.3.4. Requiring Carrier to perform at Carrier's expense additional work necessary to perform the Statement of Work in Exhibit A; or

9.3.5. Undertaking collection by administrative offset; garnishment if applicable; or withholding of amounts otherwise due and owing to Contractor of all monies due for to recover liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State. Offsets, garnishment or withholding may be initiated after the Carrier has been given notice if required by law.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA 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 paragraph 9.1, then Carrier shall be entitled to the same remedies as if this Contract was terminated pursuant to paragraph 9.5.

9.4. Default by OHA. OHA shall be in default under this Contract if OHA 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.

9.5. Carrier's Remedies for OHA's Default. In the event OHA is in default under paragraph 9.4, Carrier's sole remedy shall be a claim against CMS or the IRS for any subsidy approved for periods prior to termination, less previous amounts paid and any claim(s) that OHA has against Carrier. In no event shall OHA be liable to Carrier for any expenses related to termination of this Contract or for anticipated profits.

9.6. Termination.

OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Contract, OHA may terminate this Contract for cause upon the occurrence of any of the events identified in paragraph 9.1. Such termination shall be effective immediately upon written notice of the breach by OHA to Carrier or at such later date as OHA may establish in such notice unless a period of time is permitted for Carrier to cure the default in paragraph 9.1. If Carrier is granted a period of time to cure the default under paragraph 9.1, then the termination shall become effective at the expiration of the time allowed for cure if Carrier fails to reasonably cure the default prior to such time.

9.7. Procedure upon Termination.

9.7.1. When this Contract terminates, and if requested by OHA, Carrier shall administer all claims through the applicable grace period and run out period as required by applicable state and federal law. Contract termination will not extinguish or prejudice OHA's right to enforce this Contract with respect to any default by

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Carrier that has not been cured.

9.7.2. Effective on termination of this Contract, Carrier shall:

9.7.2.1. Upon OHA's request, be responsible for performing its duties under this Contract through the end of the Plan Year or Policy Year;

9.7.2.2. 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;

9.7.2.3. Subject to the parties entering into agreements in standard form to protect privacy under HIPAA, promptly deliver to OHA all of OHA's property that is in the possession or under the control of Carrier in whatever stage of development and form of recordation such OHA property is expressed or embodied at that time;

9.7.2.4. Cease all activities under this Contract, except for activities to perform obligations which survive termination, unless OHA expressly directs otherwise in such notice of termination; and

9.7.2.5. Upon OHA's request, surrender to anyone OHA designates, all documents, research, or objects or other intangible things, including, but not limited to, data needed to complete the Statement of Work in Exhibit A.

9.7.3. 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.

10. Records Maintenance, Access

10.1. Carrier shall maintain all Records, are pertinent to this Contract, in such a manner as to clearly document Carrier's performance.

10.2. Carrier shall maintain all Records relating financial matters that are pertinent to this Contract in accordance with statutory accounting principles.

10.3. Carrier acknowledges and agrees that OHA 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. Any audit will be subject to Carrier's reasonable security and confidentiality requirements. Carrier shall retain and keep accessible all Records for the longer of:

10.3.1. Ten years following final payment and either (i) the termination of this Contract pursuant to paragraph 9 of Exhibit B or (ii) expiration of each term of this Contract;

10.3.2. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or

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

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11. Force Majeure

Neither OHA 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 OHA 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.

12. Subcontracts, Assignment of Contract, Successors in Interest

12.1. 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 OHA's prior written consent. To obtain OHA's written consent pursuant to this section, Contractor shall submit a notice to OHA in writing identifying the proposed assignee, transferee, and/or delegee; the proposed rights and/or obligations to be assigned, transferred, and/or delegated to such individual or entity; the dates such assignment, transfer, and/or delegation shall commence and conclude; and a space whereby OHA may elect to indicate its consent to such action by signing the notice.

12.2. 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.

12.3. No Third-Party Beneficiaries

OHA and 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.

13. Amendments

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

14. 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.

15. 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.

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16. Notice

Except as otherwise expressly provided in this Contract, any communications or notices between Carrier and OHA regarding this Contract will be given in writing, by personal delivery, by overnight carrier, or by mailing the same, postage prepaid with return receipt, to Carrier or OHA 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 paragraph 16. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five (5) business days after the date of mailing. Any communication or notice given by personal delivery or overnight carrier shall be effective when actually delivered to the addressee's place of business.

17. 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.

18. 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 this Contract and any amendments so executed shall constitute an original.

19. Confidentiality of Information

19.1. All information obtained by Carrier in performing work under this Contract shall be held confidential unless otherwise permitted by law and any related agreements between OHA and Carrier.

19.2. Subject to any federal or state confidentiality or privacy laws, OHA and Carrier will share information as necessary to effectively serve OHA and its participants.

19.3. 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 any of the work to be performed under this Contract to a third party, in full or in part, Carrier shall notify OHA if the intended subcontract will require disclosure of any Tax Return Information as part of the approval process identified in paragraph 12.1 of Exhibit B.

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Appendix 1
Marketplace Standard Gold Plan Design

Benefit	Gold
2022 Federal AV	81.82%
Deductible	Medical $1,800 Drug: $0
Maximum OOP	Combined Medical and Drug $7,300
Family multiplier	2x Individual; Embedded Approach
Primary Care Visit to Treat an Injury or Illness	$20
Specialist Visit	$40
Outpatient Facility Fee (e.g., Ambulatory Surgery Center)	20% After Deductible
Outpatient Surgery Physician/Surgical Services	20% After Deductible
Inpatient Hospital Services (e.g., Hospital Stay)	20% After Deductible
Inpatient Physician and Surgical Services	20% After Deductible
Inpatient Rehabilitation Services	20% After Deductible
Inpatient Habilitation Services	20% After Deductible
Urgent Care Centers of Facilities	$60
Emergency Room Services	20% After Deductible
Generic Drugs	$10
Preferred Brand Drugs	$30 •
Non-Preferred Brand Drugs	50%
Specialty Drugs	50% with $500 per script cap
Pediatric Vision	Exams at $0 for these codes: 92002/92004, 92012/92014, S0620/S0621; for other codes cost shares may apply. Contact lenses - Actuarial equivalent of $150 per year. Frames - Actuarial equivalent of $150 per year. Lenses at $0 for codes V2100-2299, V2300-2399, V2121, V2221, V2321; for other codes cost shares may apply.
Outpatient Rehabilitation Services	$20 (Applies to PT, OT, ST provided in an office setting); PT, OT, ST provided in emergency room or urgent care setting is subject to applicable coinsurance
Outpatient Habilitation Services	$20 (Applies to PT, OT, ST provided in an office setting); PT, OT, ST provided in emergency room or urgent care setting is subject to applicable coinsurance
Biofeedback	$20
Cardiac Rehabilitation	$20
Imaging (CT/PET Scans, MRIs)	20% After Deductible
Preventive Benefits	$0
Diabetes Education	$0
Nutritional Counseling	$0
Diabetic Supplies	$0
Laboratory Outpatient and Professional Services	20% After Deductible
X-rays and Diagnostic Imaging	20% After Deductible
Acupuncture	$20 - limit 12 visits per year
Chiropractic	$20 - limit 20 visits per year

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Appendix 2
Marketplace Guidelines for Standard Plan Cost-Sharing Reductions

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2023 Marketplace Standard Silve

Deductible/OOP Max
Type of Plan
Medical Ded[1]
Rx Ded
Integrated Ded
Medical MOOP
Rx MOOP
Integrated MOOP
Family Deductible/MOOP[2]
Rx Deductible Applies to Tiers
Service Category
Inpatient[3]
Outpatient[4]
ER[5]
Radiology (MRI, CT, PET)
Preventive (Prev)
PCP Office Visit (OV)[6]
Non-Specialist Visit[6]
Specialist Office Visit[6]
Urgent Care (UC)
Ambulance
Rx Generic
Rx Preferred Brand
Rx Non-Preferred Brand
Specialty Drug
Pediatric Vision[7]
Biofeedback
Cardiac Rehabilitation
Outpatient Rehabilitation[8]
Outpatient Habilitation[8]
Diabetes Education
Nutritional Counseling
Diabetic Supplies
Acupuncture - limit 12 visits
Chiropractic - limit 20 visits
Actuarial Values
Federal AVC - Final Rounded
Federal AVC - Final Exact

[1]Deductible does not apply to Prev,

[2]For Deductible plans, the individua

[3]Inpatient includes surgery, ICU/NIC

[4]Outpatient includes ASCs. This cos

[5]ER copay is waived if admitted.

[6]MH/SA may be covered as OV or s

[7]Exams at $0 for these codes: 9200

per year. Lenses at $0 for codes V2

[8]Applies to PT,OT, ST provided in a

SHOP Participation Request Form

The purpose of this form is to provide company and health insurance policy information to the Marketplace to determine if the selected plans to be offered by the employer are considered certified plans for the Small Business Health Coverage tax credit. The Marketplace does not determine eligibility for the tax credit.

RESPONSES TO THIS FORM MUST BE TYPED. HANDWRITTEN RESPONSES WILL NOT BE ACCEPTED.
MISSING INFORMATION OR BLANK FIELDS MAY LEAD TO A DELAY IN PROCESSING.

Requested effective date:		
COMPANY INFORMATION		
Company legal name:	Company DBA name:	
Address:		
City:	State:	ZIP code:
Mailing address *(if different from above):*		
City:	State:	ZIP code:
Headquarters location: City:	State:	ZIP code:
PRIMARY CONTACT/SECONDARY CONTACT		
Primary contact name:	Title:	
Email address:	Phone #:	Fax #:
Secondary contact name:	Title:	
Email address:	Phone #:	Fax #:
AGENT INFORMATION		
Name:	Agent Oregon license #:	
Email address:	Phone #:	Fax #:
COVERAGE AND EMPLOYER CONTRIBUTION AMOUNTS		
Enrolling in: ☐ Medical ☐ Dental **OR** ☐ Both	Number of employees:	

Carrier Name:	Plan Name:	Plan ID Number: (Refer to list of certified plans)	Total Employee Premium*:	Employer Contribution**:

*Please provide full employee only premium amount (before any contributions).
**Employer contribution towards premium can be provided as a percentage or a dollar amount.

Form should be completed by insurance carrier. When completed, e-mail the form to shop.marketplace@dhsoha.state.or.us.

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Appendix 4
Coordinated Care Model Provisions

<table>
<tr><th>CCM – Principle I.</th><th>Requirement</th></tr>
<tr><td>Manage and Coordinate Care - Best Practices</td><td>1. Additional cost tier for services/drugs that are not evidence-based
Prior authorization
Additional deductible
Additional copayment
Higher coinsurance
2. Value tier for effective, low-cost prescription drugs for specific chronic conditions (e.g., diabetes, high blood pressure, high cholesterol, heart disease, depression, asthma). No:
Prior authorization
Deductible
Copayment
Coinsurance
3. Increase the number of
In-network patient-centered primary care homes (PCPCH)
Members enrolled in in-network PCPCHs
Report:
Efforts to increase number of PCPCHs
Efforts to increase enrollment in PCPCHs
Number of PCPCHs at beginning and end of 2022
Percentage of enrollment in PCPCHs at beginning and end of 2023
4. Identify members with chronic diseases
Assess health
Develop disease management plan designed to improve health
Establish a care coordinator pilot program for high utilizers
Use of PCPCHs in disease management plan
Collect data to evaluate the effectiveness of the plan
5. Tobacco cessation programs
Description of programs, services, and drugs
Description of efforts to advertise program
Participant satisfaction
Enrollment
Effectiveness
6. Hospital discharging planning services
Coordinate care with doctors and hospital to ensure patient complies with discharge orders
Patient follow-up
7. Medical advice line
Toll-free number
8.Health information technology
Increase the use of electronic medical records (EMR)
Encourage the exchange of EMRs between providers
Contractually require in-network providers to take reasonable steps to conduct all administrative transactions electronically
Participate in efforts by state to increase use of EMRs</td></tr>
</table>

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	• Report:
	  ○ Efforts to increase use of EMRs
	  ○ Efforts to encourage the exchange of EMRs between providers
	  ○ Participation in state efforts to increase use of EMRs
	  ○ Number of in-network providers using EMRs at beginning of 2023
	  ○ Number of in-network providers using EMRs at end of 2023
	9. Telehealth
	• Establish a telehealth program or promote the use of an already established telehealth program
	• Report:
	  ○ Description of Program
	  ○ Efforts to establish a telehealth program or efforts to promote the use of an already established telehealth program
	  ○ Number of teleheath visits in 2022
	  ○ Number of telehealth visits in 2023

CCM – Principle II.	**Requirement**

Responsibility for Health Shared by Plans, Providers, and Patients	10. Wellness Programs
	• Establish wellness programs designed to improve physical and mental health, including tobacco cessation and at least one weight management program.
	• Report:
	  ○ Program description and requirements
	  ○ Member participation
	  ○ Program efficacy
	11. Health Information Technology
	• Provide online tools to help members get the most out of their insurance policy and meaningfully shop providers.
	• Reward members who make money-saving choices
	• Report:
	  ○ The number of times the tools are viewed, accessed, and used
	  ○ The rewards earned and paid

CCM – Principle III.	**Requirement**

Measure Performance	12. Claims/Encounter data
	• Targeted outcomes
	  ○ Elective C-sections/early inductions
	    ▪ Report
	      • Efforts to decrease
	      • Statistics
	  ○ Hospital admission/readmission rates
	    ▪ Report
	      • Efforts to decrease
	      • Statistics
	  ○ Unnecessary ER visits
	    ▪ Report
	      • Efforts to decrease
	      • Statistics
	• QRS/QIS

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CCM – Principle IV.	Requirement
Pay for Health Outcomes	13. No pay for hospital acquired conditions (HAC) 14. Provider contract language • Prohibits providers from charging for HACs • Requires providers to adopt OAHHS Guidelines for Non-Payment of Serious Adverse Events • Requires hospitals to participate in the Oregon Patient Safety Commission's Adverse Events Reporting Program for Hospitals • Requires providers to use the Oregon Surgical Safety Checklist as recommended by the Oregon Patient Safety Commission 15. Payment reform and alternative payment arrangements • Adopt payment models that are alternatives to fee-for-service reimbursement including withhold, global budgets, capitation, and other Patient-Centered Primary Care Home (PCPCH) Standards and Measurements as developed by the OHA
CCM – Principle V.	**Requirement**
Transparency	16. Provider contract language that requires providers to: • Post prices for the 50 most common procedures (as determined by the Marketplace) in-office and on a website • Report prices to the Marketplace
CCM – Principle VI.	**Requirement**
Keep Costs at a Sustainable Rate of Growth	17. Adopt cost containment programs, including a program to replace high-cost services with lower cost value-based services 18. Incentive program for members who choose lower-cost providers

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