



Oregon Health Insurance Exchange Corporation Personal/Professional Services Contract Amendment

Amendment No. 1 to Dental 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 Stand Alone Dental Plan (SADP) 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Appendices 1 to 5 are no longer applicable to the Contract and have been deleted.

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.
- 3.0 Definitions – New definitions for FFM and SSBM are added. Small Employer Product Line definition is revised. Healthy Kids definition is deleted.
- 8.0 Publications Management - Deleted.
- 9.0 The original Section 9 (Staffing) is now Section 8. After the deletion of several sections, Section 9 became the American Indian and Alaska Native Requirement section.

- 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.
- 20.0 The original Section 20 - Administrative Charge, was moved to Section 10.

Appendices

The appendices that accompanied the deleted sections have also been removed.

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.

- 4. 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.
- 5. 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.
- 6. 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 Stand Alone Dental Plans (SADPs) and coordinate with Carriers and the Federally Facilitated Marketplace (FFM) to facilitate the offering of those plans to Oregonians.

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

1.2.1 *Qualified Individuals*

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

1.2.2 *Small Employers*

Small Employers who purchase a Cover Oregon-certified SADP 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 SADPs, 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 SADPs.

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** “Certification” means the certification of a Health Plan by Cover Oregon, authorizing Carrier to sell the Health Plan through Cover Oregon as a SADP.
- 3.6** “CMS” means the federal Center for Medicare and Medicaid Services.
- 3.7** “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.
- 3.8** “Cover Oregon” means the health insurance exchange administered by the Oregon Health Insurance Exchange Corporation in accordance with ORS 741.310.
- 3.9** “Decertification” means the removal of a SADP’s Certification, making it ineligible for sale through Cover Oregon.
- 3.10** “Dental Plan” means a Health Plan offered in Oregon that offers a limited scope of dental benefits.
- 3.11** “Employee” has the meaning given to the term in ORS 652.310.
- 3.12** “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 SADPs via healthcare.gov.
- 3.15 “Health Plan” means health insurance coverage subject to regulation by the Oregon Insurance Division.
- 3.16 “Individual Plan” means a SADP for Qualified Individuals and their families.
- 3.17 “Individual Product Line” means SADPs 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 “Open Enrollment” means the period when Individuals and Employees may choose to enroll in SADPs for the upcoming Plan or Policy Year.
- 3.20 “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:
- 3.20.1 Oregon Senate Bill 99 enrolled (2011), Chapter 415 of 2011 Oregon Laws;

- 3.20.2 Oregon House Bill 4164 enrolled (2012), Chapter 38 of 2012 Oregon Laws;
- 3.20.3 ORS chapter 741; and
- 3.20.4 Any administrative rules of the Oregon Health Insurance Exchange Corporation or the Oregon Health Authority applying to Cover Oregon;
- 3.21 “Oregon Health Insurance Exchange Corporation” means the public corporation established by ORS 741.001.
- 3.22 “Oregon Insurance Division” or “OID” means the Insurance Division of the Oregon Department of Consumer and Business Services (DCBS).
- 3.23 “Oregon Insurance Laws” means:
 - 3.23.1 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
 - 3.23.2 All administrative rules and Bulletins of OID implementing or interpreting the laws described in the preceding paragraph.
- 3.24 “Plan Year” means a consecutive 12-month period during which a Small Employer Product Line SADP provides coverage for health benefits. A Plan Year may be a calendar year or otherwise.
- 3.25 “Policy Year” means a calendar year for which an Individual Product Line SADP provides coverage for health benefits.
- 3.26 “Qualified Employer” means a Small Employer that elects to make, at a minimum, all full-time employees eligible for one or more SADPs in the small group market offered through the Small Employer Product Line.
- 3.27 “Qualified Health Plan” or “SADP” 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.
- 3.28 “Qualified Individual” or “Individual” means, with respect to an exchange, a person who has been determined eligible to enroll through Cover Oregon in a SADP in the individual market through the Individual Product Line.
- 3.29 “Recertification” means the process of submitting a certified SADP for certification for the upcoming calendar year.
- 3.30 “Small Employer” has the meaning given to the term under the ORS 743.730.
- 3.31 “Small Employer Plan” means a QHP issued to a Small Employer.

- 3.32 “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.
- 3.33 “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.
- 3.34 “Stand-Alone Dental Plan” or “SADP” means a Dental Plan that has 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.

4. BENEFIT DESIGN STANDARDS AND SADPs

- 4.1 Benefit Design** – Benefit Design – Carrier shall ensure that each of its SADPs complies with the Benefit Design Standards required by the ACA (Section 1302), including the actuarial value requirements and the dental component of federally approved EHBs.
- 4.2** All SADPs must offer, at minimum, the dental component of federally approved EHBs.
- 4.3** SADPs must meet an Actuarial Value of 70% or 85%, plus or minus 2%.
- 4.4** Pediatric Dental EHBs in an SADP will be held to a separate out of pocket maximum that does not cross-accumulate to an enrollee’s QHP.
- 4.5** Carrier may offer up to three SADPs in the Individual Product Line, and up to three SADPs in the Small Employer Product Line.
- 4.6** Carrier may submit up to ten additional Dental Plans for Certification by Cover Oregon to offer outside Cover Oregon.

5. SADP CERTIFICATION

5.1 SADP Submission Process

- 5.1.1 Carrier will submit form and plan and rate filings to OID for each proposed SADP it wishes to offer through Cover Oregon. SADP Certification by Cover Oregon is dependent upon forms, plans, and rates being approved for sale by OID.
- 5.1.2 Carrier shall submit its rate filings with OID for each SADP it wants to offer through Cover Oregon. OID will use its regular rate review process to evaluate and approve or disapprove rates for the Individual Product Line and will provide Cover Oregon with the approved rates for SADPs from Carrier.
- 5.1.3 General Rate Requirement – Carrier shall set rates for the Individual Product Line for an entire Policy Year. For the Small Employer Product Line, Carrier may adjust rates on a quarterly basis.
- 5.1.4 Rate and Benefit Submission – Carrier shall submit rate and benefit information to OID. Carrier shall submit a benefit summary in PDF form for each Dental Plan when Dental Plans are submitted to OID for review.

5.2 Cover Oregon Certification Requirements

If Carrier meets the following Certification requirements, Cover Oregon will issue SADP Certification:

- Dental Plan is approved by OID and includes ACA and EHB requirements;
- A corresponding benefit summary is submitted with each Dental Plan;
- A one-page company overview has been submitted;
- Carrier and Cover Oregon have executed this Contract.

6. SADP Recertification

- 6.1 Cover Oregon will provide Carrier with a timeline of the Recertification process. Carrier will notify Cover Oregon of any SADPs it does not wish to renew prior to the beginning of the Recertification process.
- 6.2 Carrier will follow SADP Submission Process as outlined in section 5.1 for all SADPs it wishes to recertify.

7. LOSS OF CERTIFICATION

- 7.1 Expiration of Certification, Per CFR 45 156.290
If Carrier elects not to seek Recertification with Cover Oregon, Carrier shall:
- 7.1.1 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 SADPs and proposed SADPs at the time proposed SADPs are submitted to OID.
- 7.2 Cover Oregon Decertification of SADPs, Per CFR 45 155.1080 and CFR 45 156.290
- 7.2.1 Cover Oregon may at any time decertify an SADP if Cover Oregon determines that the SADP is no longer in compliance with Cover Oregon's Certification criteria.
 - 7.2.2 Cover Oregon will establish a process for Carrier to appeal the Decertification of a SADP.
 - 7.2.3 Upon Decertification of an SADP, Cover Oregon will provide notice of Decertification to all affected parties, including:
 - 7.2.3.1 Carrier;
 - 7.2.3.2 Cover Oregon enrollees in the SADP before the next enrollment opportunity occurs;
 - 7.2.3.3 CMS; and
 - 7.2.3.4 OID.
- 7.3 In the event a Decertification is the result of Carrier's inability to continue to offer coverage, 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 SADPs.
- 7.4 Cover Oregon may at any time decertify a SADP if Cover Oregon determines that the SADP is no longer in compliance with Cover Oregon's Certification criteria.
- 7.4.1 Cover Oregon will establish a process for Carrier to appeal the Decertification of a SADP.
 - 7.4.2 Upon Decertification of a SADP, Cover Oregon will provide notice of Decertification to all affected parties, including:
 - 7.4.2.1 Carrier;
 - 7.4.2.2 Cover Oregon Enrollees in the SADP before the next enrollment opportunity occurs;
 - 7.4.2.3 CMS; and

7.4.2.4 OID.

7.4.3 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 SADPs.

8 STAFFING

8.4 Carrier will identify key staff as primary Cover Oregon contact(s) responsible for oversight of Carrier's SADPs and will provide Cover Oregon with the name and contact information of relevant staff.

8.5 Carrier will provide and maintain direct communication with Cover Oregon staff in performing this Statement of Work.

8.6 Cover Oregon will identify and provide contact information for key staff who will work with Carrier.

9 AMERICAN INDIAN AND ALASKA NATIVE REQUIREMENT

9.1 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:

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

9.1.2 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

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

9.2 Carrier is encouraged to offer to contract with all Indian health providers in Carrier's service areas as in-network providers.

9.3 If Carrier contracts with a Federally Recognized Tribe or Indian health provider, Carrier will notify Cover Oregon of this relationship.

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.

