

INTERAGENCY AGREEMENT

This Agreement is between the State of Oregon acting by and through the Oregon Health Authority, Division of Medical Assistance Programs, hereinafter called OHA and the Oregon Department of Corrections, hereinafter called AGENCY.

I. TERM

Upon signature by all parties, this Agreement shall become effective on **January 17, 2014**, and shall expire, unless otherwise terminated or extended, on **December 31, 2014**.

II. STATEMENT OF WORK

1. Definitions

- a. **Application Assisters:** Employees or volunteers who will provide information about Cover Oregon and available public and private health insurance coverage options to potentially eligible consumers. Application Assisters are under no obligation to provide enrollment assistance to individuals other than those the organization seeks to serve; however, Application Assisters must provide informational materials about Cover Oregon and coverage options.
- b. **Applicants:** Oregon residents who have applied or may apply to access health coverage through Cover Oregon.
- c. **Application:** An Application is the process followed by an Applicant to apply for health coverage and potential financial assistance either through the Cover Oregon online portal or a paper application.
- d. **Volunteer Organization:** An OHA contracted organization that is not compensated for work performed under Agreement but is given access to technical assistance, ongoing training, access to the Cover Oregon portal, opportunities to collaborate with other organizations doing similar work, and outreach materials.

2. Eligibility and Continued Participation

- a. Agency shall notify OHA of any changes to the information contained in the Agency's application to RFA #OHA-3599-13, reports and supporting documentation within 30 days of the date of the change.

- b. Agency shall inform OHA of any changes to its status or the status of any individual performing under this Agreement affecting its eligibility or ability to perform services under the Agreement.
- c. Any deliberate omission, misrepresentation or falsification of any information contained in the Agency's application to RFA #OHA-3599-13, reports, or contained in any communication supplying information to OHA may be punishable by law, including but not limited to revocation of Agency's Cover Oregon portal access.

3. Services

The Agency agrees to provide Application assistance to Cover Oregon applicants as follows:

- a. Agency Responsibilities (the Work):
 - (1) Agency shall provide enrollment assistance, or provide an appropriate referral for enrollment assistance, for anyone who requests assistance accessing health coverage through the Cover Oregon portal.
 - (2) Agency shall ensure that all individuals performing work under this Agreement receive training from OHA on procedures for providing assistance to Cover Oregon applicants.
 - (3) Agency will provide information to potential Applicants. Information provided will explain Cover Oregon and will give the potential Applicant enough information to make informed choices. The information shall, at a minimum, include an explanation of the role of an Application Assister. The Agency shall use information materials produced by OHA or Cover Oregon, or receive approval prior to using any other materials.
 - (4) The Agency will employ or engage Application Assistors to provide enrollment assistance to potential eligible applicants through the Cover Oregon portal or using a paper application process.
 - (5) Potential Application Assistors must attend initial and all required additional training to become and maintain status as a certified Application Assister.
 - (6) Application Assistors will provide information about accessing health coverage and potential financial assistance through Cover Oregon to potentially eligible consumers.

b. OHA Responsibilities:

- (1) OHA will provide training to Agency and Agency's staff on Cover Oregon Application procedures and documentation requirements and provide additional training as needed following changes in policy or procedure. Training dates and times will be set by OHA and Cover Oregon.
- (2) OHA will make available to Agency Cover Oregon outreach and public education materials, (in English, Spanish, Russian, Vietnamese, Japanese, Korean, and Simplified Chinese). Additional outreach tools and resources will be made available and shared online.

Agency will be provided with a business contact and an outreach contact for program support including technical assistance, ongoing training, access to the Cover Oregon portal, and opportunities to collaborate with other organizations doing similar work. Agency will also be provided access to the Cover Oregon online portal.

III. STANDARDS

Agency must adhere to the following Standards when providing services throughout the Agreement period.

1. Conflicts of Interest Standards

Agency must not be an individual or entity that has a conflict of interest, and may not be an individual or entity that has the appearance of a conflict of interest.

These entities include:

- a. Insurers and their subsidiaries or issuer of stop loss insurance
- b. Insurance companies.
- c. Associations and their subsidiaries that include members of, or lobby on behalf of, the insurance industry.
- d. Entities receiving direct or indirect consideration from insurers in connection with the enrollment of any individuals or employees in a health insurance.
- e. Individuals or entities, including insurance agents, receiving commission may not receive direct or indirect compensation or other consideration from health insurers issuers of stop loss insurance or their subsidiaries. Such consideration includes, but is not limited to, commissions for enrollment renewals, pension income, and other sources of income from health insurers.

A conflict of interest will be deemed to exist for Agencies who have an ownership stake or other investments in a health insurer or its subsidiaries. Agency will ensure that Application Assistants providing enrollment services will adhere to the same conflict of interest standards described in the preceding paragraphs. The Application Assister shall disclose any relationships the Application Assister has with insurers, their subsidiaries, or other potential conflicts of interest.

Agency will also indicate if their employees assigned to provide volunteer outreach and enrollment services have any immediate family members who are employed by the following entities:

- a. Insurers or their subsidiaries or issuer of stop loss insurance.
- b. Provider entities (including, but not limited to, hospitals, clinics, and physician practices) that are directly or indirectly owned by, or exclusively contract with, a single insurer or its subsidiaries.
- c. Associations and their subsidiaries that include members of, or lobby on behalf of, the insurance industry.
- d. Entities receiving direct or indirect consideration from insurers in connection with the enrollment of any individuals or employees in a particular health insurance.

2. Standards of Equitable Service

- a. Agency will provide equitable treatment to all who request assistance.
- b. Agency will employ materials and communications that are objective, information and factually correct. All materials developed by the organization must be approved by OHA or Cover Oregon prior to distribution.
- c. Agencies that cannot provide the service(s) requested by a consumer will refer to the consumer to another resource, program, or organization.

3. Organization Standards

Agency shall not:

- a. Offer or provide any gift, favors or other inducement to potential Applicants without OHA's or Cover Oregon's approval.
- b. Accept money or premium payments.
- c. Submit eligibility or enrollment information without obtaining permission from the Applicant.
- d. Divulge any information obtained while assisting an Applicant with the application.

- e. Invite or influence an employee or their dependents to separate from an employer-based group insurance plan or arrange for this to occur.
- f. Use any person who has not passed a criminal history check to perform services under the Agreement.
- g. Provide inaccurate, misleading or coercive oral or written information or materials.
- h. Encourage Applicants to include on the application any false or misleading information regarding income, residency, alienage and other eligibility information.

4. Application Assister Standards

- a. All Application Assistants will be trained and certified by OHA and/or Cover Oregon. Potential Application Assistants must pass a test to become a Certified Application Assister. Training and certification must be renewed as required.
- b. Application Assistants will provide information about Cover Oregon and possible public and private health insurance coverage options to potentially eligible consumers in a fair, accurate, and impartial manner. Information shall be provided in a culturally and linguistically appropriate manner, including to persons of limited English proficiency, and shall ensure accessibility and usability of enrollment tools for persons with disabilities. Application Assistants are under no obligation to provide enrollment assistance to individuals other than those the organization seeks to serve; however, Application Assistants must provide informational materials about Cover Oregon and coverage options.
- c. The Application Assister shall encourage Applicants to provide accurate and truthful information, and shall not attempt to pre-determine consumer eligibility, or make any assurances regarding the eligibility of the consumer for any health coverage option. In addition, shall not promise or quote benefits, or consult applicants on the legal provisions of a qualified health plan.
- d. All Application Assistants working under the Agency's organization will log in to the Cover Oregon portal to provide enrollment assistance. If extreme circumstances require using a paper application, the Application Assister will write the date the application was started and the organization's assigned assister identification number in the appropriate space on the application. The Agency's organization agrees to follow the policies and guidelines provided by OHA in establishing a date of request for applications, whether assisting consumers with a paper application or through the Cover Oregon portal.

- e. The Agency shall maintain copies of all eligibility verification documents and all records related to enrollment assistance for six years, whether in paper, electronic or other form in a secure and locked location if they were not uploaded to the portal; this includes paper applications submitted on a consumer's behalf. Access to these records shall be limited to Agency authorized personnel only, including OHA or Cover Oregon.
- f. The Application Assister shall provide unbiased health coverage choice counseling using filters embedded in the online application and information provided by OHA or Cover Oregon.
- g. The Application Assister shall disclose any relationships the Application Assister or organization has with insurers, their subsidiaries, or other potential conflicts of interest.
- h. The Application Assister shall obtain appropriate permissions from the Applicant prior to helping the Applicant submit an application.
- i. The Application Assister shall provide referrals for consumers with questions, complaints or grievances to Cover Oregon Customer Service and the Oregon Insurance Division as requested by the consumer.
- j. The Agency shall have background checks performed on all Application Assistors.

IV. CONSIDERATION

Agency is considered a Volunteer Organization under this Agreement. OHA will not compensate the Agency for Work performed under this Agreement. For purposes of this Agreement, "Work" means the tasks or services and deliverables accepted by OHA, and which are described herein.

V. TRAVEL AND OTHER EXPENSES

No travel or other expenses are authorized.

VI. GENERAL PROVISIONS

1. Amendment

The terms of this Agreement may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Agreement signed by the parties.

2. Termination

- a. This Agreement may be terminated at any time by mutual consent of both parties, or by either party upon 30 days notice in writing, and delivered by certified mail or in person.
- b. In addition, OHA may terminate this Agreement, in whole or in part, effective upon delivery of written notice to the AGENCY, or at such later date as may be established by OHA, under any of the following conditions:
 - (1) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate under this Agreement; or
 - (2) If any license or certification required by law or regulation to be held by the AGENCY to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.
- c. OHA, by written notice to AGENCY, may at any time terminate the whole or any part of this Agreement:
 - (1) If the AGENCY fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
 - (2) If the AGENCY fails to perform any of the other provisions of this Agreement, or so fails to pursue the Work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from OHA, fails to correct such failures within 30 calendar days or such other period as OHA may authorize or require.
- d. Termination or modification of this Agreement pursuant to subsections 1 or 2, above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination, AGENCY shall immediately cease all activities under this Agreement, unless expressly directed otherwise by OHA in the notice of termination. Further, upon termination, AGENCY shall deliver to OHA all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed.

3. Written Notice

All notices regarding this Agreement should be sent to the parties at the following addresses:

To OHA: **Division of Medical Assistance Programs
Office of Client and Community Services
500 Summer Street NE, E40
Salem, Oregon 97301
Agreement Administrator: Linnea Saris or delegate
Telephone: 503-947-5512
Facsimile: 503-945-6871
E-mail address: linnea.m.saris@state.or.us**

To AGENCY: **Oregon Department of Corrections
2575 Center Street NE
Salem, Oregon 97301-4667
Cindy Booth, Transition and Reentry Administrator
Telephone: 503-947-1040**

4. Merger Clause

THIS AGREEMENT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. AGENCY, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

VII. SIGNATURES

State of Oregon acting by and through its Oregon Department of
Corrections

By:

Kim Brockamp Assistant Director 1-17-14
Authorized Signature Title Date

State of Oregon acting by and through its Oregon Health Authority

By:

D. Uen CPRM 01.27.14
Authorized Signature Title Date

Office of Contracts and Procurement

Jewelee Bell 1/28/14
Jewelee Bell, Contract Specialist Date