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LABOR MANAGEMENT & EMPLOYEE RELATIONS

Memo

To Board of Education

From Marion McWilliams, General Counsel *Marion McWilliams*
 Jenine Lindsey, Director of Labor Strategy

Board Meeting Date April 26, 2017

Subject **Approval of the Large Group Health Care Services Agreement as Agreement between Oakland Unified School District (“District”) and Sutter Health Plan (“SHP”)**

Action Requested Approval by the Board of Education of the Large Group Health Care Services Agreement, as Agreement between Oakland Unified School District (“District”) and Sutter Health Plan (“SHP”) for the term effective July 1, 2017 through June 30, 2019, with a third year renewal option.

Summary Through coordinated bargaining during the 2014-15 school year, the Health Benefits Governance Board (“HBGB”) was formed between the District and all labor unions representing employees; American Federation of State County and Municipal Employees (“AFSCME”) Local 257, Building Trades Council, California School Employees Association (“CSEA”) Oakland 1, Oakland Education Association (“OEA”), Service Employees International Union (“SEIU”) 1021, Teamsters Local 853, Teamsters Local 70 and United Administrators of Oakland Schools (“UAOS”). On October 28, 2015, the Board of Education approved the tentative agreement forming the HBGB.

Throughout the first half of this fiscal year, the HBGB launched a RFP and conducted a thorough review of alternate vendor plan to offer alongside the existing Kaiser Permanente HMO plan. On January 19, 2017, the HBGB formally approved the Sutter Health Plus HMO plan offering to eligible employees and their eligible dependents, effective July 1, 2017 through June 30, 2019, with the option to extend through June 30, 2020.

Fiscal Impact The total cost is within the District’s financial ability to cover the anticipate costs. While the fiscal impact depends on the number of enrollees in the Sutter Health Plan Plus plan, the total cost in 2017-2018 is estimated to be \$8,748,700; an estimated savings of \$6,364,900 when compared to the current year’s cost under the Health Net plan.

Recommendation Approval by the Board of Education of the Large Group Health Care Services Agreement, between Oakland Unified School District (“District”) and Sutter

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Health Plan (“SHP”) for the term July 1, 2017 through June 30, 2019, with a third year renewal option.

Attachments

- Large Group Health Care Services Agreement

LARGE GROUP HEALTH CARE SERVICES CONTRACT EXECUTION SHEET
 (This Contract Execution Sheet is an integral part of the Agreement between
 Oakland Unified School District and Sutter Health Plan)

GROUP NAME: OAKLAND UNIFIED SCHOOL DISTRICT	NUMBER OF ELIGIBLE EMPLOYEES: 4285 = 4238 Actives + 47 Early Retirees
GROUP PHYSICAL ADDRESS: 1000 BROADWAY, SUITE 680 OAKLAND, CA 94607	EMPLOYEE ELIGIBILITY Minimum Hours Worked per Week: (in terms of min hours worked per week) – no minimum requirement, since part-time employees are eligible. DEPENDENT ELIGIBILITY: Age Limits: Up to Age 26
COVERAGE EFFECTIVE DATE: 07/01/2017 INCLUDED EMPLOYERS:	MONTHLY PREMIUM RATES: (if more than one benefit plan, attach rate sheet) See attached Single: EE + Spouse: EE + Child(ren): Family:
	GROUP CONTRIBUTION AMOUNT: 100% of premium for full time employees – Percentage of premium based on percent of full time for part time employees – No contribution for early retirees

AGREEMENT TO BE BOUND: The Agreement shall be effective on the Coverage Effective Date, as set forth above, if the initial premium has been paid and the Agreement is duly executed below. The Agreement continues as long as the required premiums are paid, unless it is terminated as set forth in Article 7.

MANDATORY ARBITRATION. OUSD Member (including any heirs or assigns) and SHP agree and understand that any and all disputes by and between them, including claims of medical malpractice (that is as to whether any medical services rendered under the Health Plan were unnecessary or unauthorized or were improperly, negligently or incompetently rendered), except for claims subject to ERISA, shall be determined by submission to binding arbitration. Any such dispute will not be resolved by a lawsuit or resort to court process, except as California law provides for judicial review of arbitration proceedings. Each party, including any heirs or assigns, to this Agreement is giving up its constitutional right to have any such dispute decided in a court of law before a jury, and instead is accepting the use of binding arbitration.

IN WITNESS WHEREOF, the parties hereto, being first duly authorized, have set their hands on the dates set forth below.

<u>Group:</u>	<u>Sutter Health Plan:</u>
PRINTED	PRINTED
NAME: <u>Rebecca Cingolani</u>	NAME: <u>ROBERT CARNAROLI</u>
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Title: <u>Risk Management Officer</u>	Title: <u>VP SALES</u>
Date: <u>April 20, 2017</u>	Date: <u>4/19/17</u>

This Large Group Health Care Services Contract ("Agreement") is made by and between Sutter Health Plan ("SHP"), a California not-for-profit health care service plan and the employer, Oakland Unified School District (hereinafter referred to as "Group" or "OUSD") for the provision of health services.

RECITALS

- A. SHP is a health care service plan that arranges for the provision of medical, hospital and preventive medical services to persons enrolled as Members through contracts with licensed physicians, hospitals and other health care providers. OUSD is an employer, union, trust, organization, or association which desires to make such health care available to its Eligible Employees and their Eligible Dependents.
- B. SHP desires to contract with OUSD to arrange for the provision of such health care services to Subscribers and Dependents of OUSD, and OUSD desires to contract with SHP to arrange for the provision of such services to its Subscribers and Dependents.

Article 1

DEFINITIONS

The terms used in this Agreement have the meanings set forth in this Article 1, and the meanings set forth in the Combined Evidence of Coverage and Disclosure Form, attached hereto as Attachment 2, and made a part of this Agreement.

- 1.1 Agreement. The Agreement includes this OUSD Health Care Services Contract, the Contract Execution Sheet, the OUSD Application, the Rate Sheet, [any Optional Benefit Riders] and any amendments thereto.
- 1.2 Associated Companies. Associated Companies are employers that are the OUSD's subsidiaries or affiliates listed as "Included Employers" on the Contract Execution Sheet.
- 1.3 Combined Evidence of Coverage and Disclosure Form. Combined Evidence of Coverage and Disclosure Form is the document issued to prospective and enrolled Subscribers disclosing and setting forth the benefits and terms and conditions of coverage to which Members of the Health Plan are entitled, attached as Attachment 2, and includes any Combined Evidence of Coverage and Disclosure Forms for Optional Benefit Riders attached as Attachment 3, if OUSD has elected to purchase such additional optional coverage.
- 1.4 Copayments. Copayments are fees payable to a health care provider by the Member for provision of Covered Services, which are in addition to the Health Plan Premiums paid by the OUSD. Such fees may be a specific dollar amount or a percentage of total fees as specified herein, depending on the type of services provided.
- 1.5 Contract Execution Sheet. Contract Execution Sheet is the OUSD Health Care Services Contract Execution Sheet, which is attached to and is an integral part of this Agreement
- 1.6 Dependent is any spouse, registered domestic partner or a married or unmarried child (including a step-child or adopted child or newborn) of a Subscriber who is enrolled hereunder, who meets all the eligibility requirements set forth in the SHP Combined Evidence of Coverage and Disclosure Form attached to this Agreement, and for whom applicable Health Plan Premiums are received by SHP. Dependent also includes a non-registered domestic partner if the option to include non-registered domestic partners is selected by the OUSD on the OUSD Application and documentation set forth on the OUSD Application is provided in a timely manner.
- 1.7. Eligible Dependent. Eligible Dependent is any spouse, registered domestic partner or a married or unmarried child (including a step-child or adopted child or newborn) of an Eligible Employee, who works or resides within the service area and who is eligible for Enrollment as a Dependent in the Health Plan.
- 1.8 Eligible Employee. Eligible Employee is a OUSD employee (as defined under State and Federal law) who meets any applicable waiting period and additional criteria specified by the OUSD for eligibility in the Health Plan. Consultants, temporary labor, suppliers or contractors are not Eligible Employees.
- 1.9. Enrollment. Enrollment is the execution of an SHP Enrollment form, or a non-standard Enrollment form approved by SHP, by the OUSD, and by the Subscriber on behalf of the Subscriber and his or her Dependents, and acceptance thereof by SHP, conditioned upon the execution of this Agreement by SHP, and either the execution of this Agreement by OUSD or the timely payment of applicable Health Plan Premiums by OUSD. SHP may, in its sole discretion and subject to specific protocols, accept Enrollment through an electronic submission from OUSD.
- 1.10. OUSD. OUSD is the single employer labor union, trust, organization, or association identified on the Contract Execution Sheet. If a OUSD has delegated any of its duties under this Agreement or the laws and regulations pertaining to this Agreement, the term "OUSD" shall include the OUSD's designee.
- 1.11. OUSD Contribution. OUSD Contribution is the amount of the Health Plan Premium applicable to each Subscriber which is paid solely by the OUSD or Included Employer(s) and which is not paid by the Subscriber either through payroll deduction or otherwise.
- 1.12. INTENTIONALLY LEFT BLANK.

- 1.13. Health Plan. Health Plan is the benefit program described in this SHP Group Service Agreement, Contract Execution Sheet and attachments, including the Combined Evidence of Coverage and Disclosure Form, subject to modification pursuant to the terms of this Agreement.
- 1.14. Health Plan Premiums. Health Plan Premiums are amounts set forth on the Rate Sheet to be paid to SHP on behalf of Members in consideration of the benefits provided under this Health Plan, including fees and taxes, as such amounts are from time-to-time amended in accordance with the terms of this Agreement.
- 1.15. Initial Enrollment Period. Initial Enrollment Period means the thirty-one day period commencing the first day an employee of OUSD or a Dependent becomes an Eligible Employee or Eligible Dependent, respectively.
- 1.16. Included Employers. Included Employers under the Agreement are OUSD and its Associated Companies, if any. An Employee of more than one Included Employer will be considered an Employee of only one of those employers for the purpose of OUSD Health Care Coverage. On any date when an employer ceases to be an Included Employer, the Agreement will be considered to end for Employees of that employer. This applies to all of those Employees except those who, on the next day, are still within the covered classes of the Agreement as Employees of another Included Employer.
- 1.17. Notifications. OUSD must notify SHP, in writing, when an employer listed as an Associated Company is no longer one of its subsidiaries or affiliates.
- 1.18. Open Enrollment Period. Open Enrollment Period is a once a year period, as mutually agreed by OUSD and SHP, during which Eligible Employees and their Eligible Dependents who have not previously enrolled in this Health Plan may do so. Unless otherwise mutually agreed by SHP and OUSD, the Open Enrollment Period will May 1st through May 31st of each year.
- 1.19. Rate Sheet. Rate Sheet is the attachment to this Agreement entitled Attachment I and setting forth the Health Plan Premiums to be paid by OUSD to SHP in consideration of coverage under the Health Plan. By this reference, the Rate Sheet is incorporated in this Agreement as though set forth fully herein.
- 1.20. INTENTIONALLY LEFT BLANK.
- 1.21. Subscriber. Subscriber is the Eligible Employee enrolled in the Health Plan for whom the appropriate Health Plan Premium has been received by SHP, and whose employment or other status, except for family dependency, is the basis for enrollment eligibility.

Article 2

ELIGIBILITY AND ENROLLMENT OF INDIVIDUALS, SUBSCRIBERS AND DEPENDENTS

Individuals are eligible for enrollment hereunder only upon meeting and continuing to meet the requirements set forth in this Article 2.

2.1 Enrollment Procedure

- 2.1.1 Enrollment Form. OUSD must submit a properly completed Enrollment form, on a form provided by SHP, or a non-standard form approved by SHP, signed by Employee and OUSD, for each Eligible Employee and any Eligible Dependents to be enrolled in the Health Plan. SHP may, in its discretion and subject to specific protocols, accept Enrollment through an electronic submission from OUSD.
- 2.1.2 Time of Enrollment. Except for applications from those Eligible Employees or Eligible Dependents who meet the requirements for late Enrollment as set out in the Combined Evidence of Coverage and Disclosure Form, all applications for Enrollment shall be submitted within the Eligible Employee's or Eligible Dependent's Initial Enrollment Period, or during Open Enrollment Periods. All applications for Enrollment which are not received by SHP within the respective Eligible Employee's or Eligible Dependent's Initial Enrollment Period, or within thirty one (31) days from the end of the Open Enrollment Period shall be subject to rejection by SHP. Eligible Employees and their Eligible Dependents may reapply at the next Open Enrollment Period in the event an application was not received by SHP within such thirty one (31) day period. OUSD shall provide notice to Eligible Employees of the applicable Initial Enrollment Period and Open Enrollment Periods.
- 2.1.3 Declination of Coverage (Waiver). OUSD shall provide a written notice and acknowledgement on a form prepared by SHP, or similar to the form prepared by SHP, to Eligible Employees during their Initial Enrollment Period. The written notice and acknowledgement shall provide notice of the availability of coverage under the Health Plan and indicate that an Eligible Employee's failure to elect coverage, on his or her behalf or on behalf of any Eligible Dependents, permits SHP to exclude coverage for a period up to twelve (12) months until OUSD's next Open Enrollment Period. OUSD shall require any Eligible Employee declining

coverage under the Health Plan, on behalf of himself or herself or any Eligible Dependent, to certify on the written notice and certification prepared by SHP the reason for declining Enrollment in the Health Plan, and that he or she has reviewed the notice and acknowledgement and understands the consequences of declining coverage under the Health Plan. OUSD agrees to retain all completed notices and certifications and to provide such notices and certifications to SHP as set forth in Section 3.2.3 of this Agreement.

- 2.1.4 Extension of Eligibility. SHP and OUSD may together agree to the extension of eligibility to persons other than those provided for in the Evidence of Coverage. Any such extension of eligibility shall be in writing.
- 2.2 Commencement of Coverage. Coverage under this Health Plan shall be effective in accordance with the terms of the Contract Execution Sheet and this Agreement. SHP's acceptance of each Member's Enrollment is contingent upon receipt of the applicable Health Plan Premium payment. Applicants will be considered enrolled only after SHP has accepted the enrollment form. SHP acceptance will be based upon timely receipt from OUSD of the enrollment form and the applicable Subscription Rate and satisfaction of all of the requirements of this Agreement.
- 2.3 SHP's Liability in the Event of Conversion From a Prior Carrier. With respect to employees or dependents who were totally disabled on the date of discontinuation of the prior contract or policy, and entitled to an extension of benefits pursuant to Section 1399.62 of the California Health & Safety Code or Section 10128.2 of the California Insurance Code under the prior contract or policy, SHP shall not be financially responsible for any payment of benefits or provision of services directly related to any condition which caused the total disability. In such a situation, the prior carrier shall continue to be financially responsible for all benefits or services directly related to any condition that caused or resulted from the total disability until such extension of benefits is no longer required under California or federal law.

Article 3

OBLIGATIONS

- 3.1 Non-Discrimination. OUSD shall offer SHP an opportunity to market this Health Plan to its employees and shall offer its employees an opportunity to enroll in this Health Plan under no less favorable terms or conditions than OUSD offers enrollment in other health care service plans or employee health benefit plans.
- 3.2 Notices to SHP and OUSD.
- 3.2.1 Enrollment Forms. OUSD shall forward to SHP all completed or amended Enrollment forms for each Member within thirty-one (31) days of the Member's initial eligibility. OUSD acknowledges that any Enrollment applications not forwarded to SHP within such thirty-one (31) day period may be rejected by SHP. SHP will provide written notice of rejection within thirty-one (31) days of receipt of the Enrollment form. OUSD further agrees to transmit to SHP any Enrollment application amendments.
- 3.2.2 Notice of Termination. OUSD shall forward all notices of termination to SHP within thirty-one (31) days after Member loses eligibility or elects to terminate membership under this Agreement. OUSD agrees to pay any applicable Member Health Plan Premiums through the last day of the month in which notice of termination is received by SHP.
- 3.2.3 Notice of Declination of Coverage. OUSD shall provide to SHP, within thirty-one (31) days of the request, a written statement that the written notice and acknowledgement set forth in Section 2.1.3 was provided to an Eligible Employee by OUSD and was executed by the Eligible Employee. OUSD shall attach to the written statement prepared by OUSD a copy of the written notice and acknowledgement executed by the Eligible Employee.
- OUSD's failure to provide the written notice and acknowledgement to an Eligible Employee and failure to obtain the Eligible Employee's signature on the form shall constitute a material breach of this Agreement. OUSD shall be responsible for a fair and reasonable estimate of the costs that SHP will incur by reason of OUSD's failure to obtain the signature of an Eligible Employee on the written notice and acknowledgement.
- 3.3 Notices to Member.
- 3.3.1 Notice of Termination. If OUSD terminates this Agreement pursuant to Section 7 below, OUSD shall promptly notify all Members enrolled through OUSD of the termination of their coverage in this Health Plan. OUSD shall provide such notice by delivering to each Subscriber a true, legible copy of the notice of termination sent from SHP to OUSD at the Subscriber's then current address. Upon SHP's request, OUSD shall within sixty (60) days provide SHP with a copy of the notice of termination delivered to each Subscriber, along with evidence of the date the notice was provided.
- 3.3.2 Notice of Change in Premiums or Benefits. If, pursuant to Sections 3.6.1 and 3.6.2 below, SHP increases Health Plan Premiums, or if SHP increases Copayments or Deductibles, or reduces Covered Services provided

under this Agreement, OUSD shall promptly notify all Members enrolled through OUSD of the increase or reduction. In addition, OUSD shall promptly notify Members enrolled through OUSD of any other changes in the terms or conditions of this Agreement affecting the Members' benefits or obligations under the Health Plan. OUSD shall provide such notice by delivering to each Subscriber a true, legible copy of the notice of the increase in Health Plan Premiums, Copayments, or Deductibles, or reduction in Covered Services sent from SHP to OUSD at the Subscriber's then current address. Upon request by SHP, OUSD shall promptly provide SHP with a copy of the notice of Health Plan Premium or Copayment increase or reduction in Covered Services delivered by OUSD to each Subscriber, along with evidence of the date the notice was provided.

- 3.4 Indemnification. OUSD agrees to indemnify, defend and hold SHP and its respective employees, officers, directors, representatives, agents, successors and assigns harmless from any and all damages, claims, judgments, losses, costs and expenses, including attorneys' fees, and to accept all legal and financial responsibility for any liability arising out of a failure by OUSD or OUSD's employees, officers, directors, or subcontractors to perform OUSD's obligations as set forth in this Agreement, or to comply with state and federal laws applicable to their performance of these obligations. SHP agrees to indemnify, defend and hold OUSD and its respective employees, officers, directors, representatives, agents, successors and assigns harmless from any and all damages, claims, judgments, losses, costs and expenses, including attorneys' fees, and to accept all legal and financial responsibility for any liability arising out of a failure by SHP or SHP's employees, officers, directors, or subcontractors to perform SHP's obligations as set forth in this Agreement, or to comply with state and federal laws applicable to their performance of these obligations.
- 3.5 Payment of Premiums. OUSD shall pay premiums to SHP for the duration of the Agreement, in accordance with the Premium Rate as noted on the Contract Execution Sheet. Except as provided below in Section 3.6, the rates shall remain in effect throughout the duration of the Agreement.
- 3.5.1 Due Date. Health Plan Premiums are due in full on a monthly basis by check or electronic transfer and must be paid directly to SHP on or before the last business day of the month prior to the month for which the Health Plan Premium applies. Failure to provide payment on or before the due date may result in termination of OUSD, as set forth in Section 7.2.1 below.
- 3.5.2 Delinquent Payment. SHP reserves the right to assess an administrative fee in the amount of five percent (5%) of the monthly OUSD premium for each delinquent premium payment. This fee will be assessed solely at SHP's discretion. In the event that payments not made in a timely manner are received by SHP after termination of OUSD, the deposit or application of such funds does not constitute acceptance, and such funds shall be refunded by SHP within twenty (20) business days of receipt if SHP, in its sole discretion, does not reinstate OUSD. OUSD understands that untimely payment of premium may result in SHP sending notices of termination of Health Plan coverage to Members enrolled through OUSD.
- 3.6 Modification of Rates and Benefits.
- 3.6.1 Modification of Health Plan Premium Rates. The Health Plan Premium rates set forth on the Rate Sheet may be modified only by mutual written agreement of the parties. Such agreements are binding upon OUSD only after approval by OUSD's governing board.
- 3.6.2 Modification of Benefits or Terms. The Covered Services set forth in the Combined Evidence of Coverage and Disclosure Form, the Covered Services Summary, and any supplemental attachments to this Agreement, as well as other terms of this Agreement, may only be modified by mutual written agreement of SHP and OUSD. Notwithstanding the foregoing sentence, SHP may modify the benefits under this Agreement in order to comply with California or federal law or regulations, or a decree by a California or federal regulatory authority. To the extent practicable, SHP will provide 60 days prior written notice of any such modifications and the specific reasoning therefor, and where 60 days is not practicable, the written notice shall be provided at least 20 days prior to any such modifications pursuant to this Section 3.6.2.
- 3.7 Effect of Payment; Health Plan Premium for Newborn Members. Except as otherwise provided in this Agreement, only Members for whom Health Plan Premiums are received by SHP are entitled to Covered Services as described in this Agreement, and then only for the period for which such payment is received.
- OUSD agrees to pay Health Plan Premium to SHP for coverage for newborn Members commencing 30 days after birth on the following basis: if the thirtieth day after the birth of the child falls before the fifteenth calendar day of the month, OUSD will pay the full month's Health Plan Premium for coverage during that month without proration; if the thirtieth day after the birth the child falls on or after the fifteenth calendar day of the month, no Health Plan Premium will be payable for that month.
- 3.8 Additions and Terminations. SHP will bill only full month Premium Rates for additions and terminations of Members

during any month as follows:

- a. Additions effective on or before the 15th day of the monthly billing cycle will be billed for a full month's Premium Rate; additions effective after the first 15 days of the monthly billing cycle will result in no Premium Rate billed for that month.
- b. Terminations effective on or before the 15th day of the monthly billing cycle will result in no Premium Rate billed for that month; terminations effective after the 15th day of the monthly billing cycle will result in a full month's Premium Rate being billed.
- c. OUSD must notify SHP in writing within 10 days of the receipt of a completed Enrollment Form and within 10 days of receipt of all termination and change forms. This requirement is in addition to the requirement in Section 3.2 to submit copies of enrollment forms and change forms.

3.9 Retroactive Adjustments. At the discretion of SHP, retroactive adjustments may be made for any additions and terminations of Members and changes in coverage class not reflected in OUSD records at the time the Premium Rates were calculated. However, no retroactive credit will be given for any period which is more than two months prior to the date on which SHP received notice of termination of the Member or change in coverage class. Additionally, no retroactive adjustment will be made if claims for Covered Services have been made for dates of service subsequent to the requested termination date. Furthermore, by requesting a retroactive termination date, OUSD is confirming that there have been no premiums taken from the member after the requested retroactive termination date.

3.12 Health Care Plan Administrator. Group has established and as sponsor maintains pursuant to other written documents, a health benefits program for the benefit of its eligible employees and their eligible dependents, which is an "employee welfare benefit plan" within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). SHP is not the "administrator", "plan sponsor" or a named or unnamed "fiduciary" for purposes of ERISA, provided that for purposes of determining whether to pay all or any portion of a claim, SHP shall have the exclusive discretionary and final authority to make such determination, and such determination shall be binding unless it is shown that such determination was arbitrary and capricious.

It is the responsibility of OUSD to inform its eligible employees and their eligible dependents of their ERISA mandated rights and to comply with any ERISA mandated responsibilities, obligations and duties. In no event shall SHP have any responsibility to provide any person with any notice under the Internal Revenue Code of 1986, as amended, or ERISA, that is required to be provided by OUSD or the plan administrator of any plan sponsored by OUSD.

3.14 Reports to OUSD. SHP agrees to provide quarterly utilization reports including total enrollment, premium costs and claims per month.

Article 4

BENEFITS AND CONDITIONS FOR COVERAGE

4.1 Benefits. The attached Combined Evidence of Coverage and Disclosure Form(s), Benefit Summary Matrix or Matrices, and additional related attachments included at the end of this Agreement are integral parts of this Agreement, and include a complete description of the Benefits and Conditions of Coverage of this Health Plan.

4.2 Material Provided to Employees. For each Member, SHP shall provide individual identification cards, a Combined Evidence of Coverage and Disclosure Form, including a Benefit Plan Summary, information on riders selected by OUSD, and information on how to search for providers (including a printed directory if requested).

4.3 Payment to Providers. SHP will assure that every Provider or facility that treats Members will seek reimbursement from SHP and not from a Member or OUSD, except with respect to Co-Payment/Co-Insurance and other costs and expenses that are required to be paid by Member directly to Provider pursuant to the Evidence of Coverage.

4.4 Records. The Parties agree that it is necessary for SHP to obtain and review certain information about Members in order to meet its obligations under this Agreement. SHP is under no obligation to tell, nor obtain the consent of, a Member to obtain such information. OUSD agrees to provide any necessary information to SHP needed to pay the claim. OUSD will keep a record of all Members, including key facts about their coverage under the Agreement. OUSD agrees to notify SHP within thirty-one (31) days upon any change in any Member's eligibility, including termination of the employee's employment. If OUSD fails to notify SHP of such a change in eligibility, OUSD shall be responsible for any benefits provided to any Member on or after the date such Member fails to satisfy the eligibility requirements to be a Member. SHP agrees to retain in confidence any medical information it possesses concerning a Member, but may release such information to its authorized agents and Participating Providers as necessary to process the claim.

4.5 Member Appeals and Grievances. The Combined Evidence of Coverage and Disclosure Form includes a complete description of the SHP appeals and grievance procedures and dispute resolution processes for Members.

Article 5

RELATIONSHIPS BETWEEN PARTIES; HIPAA CERTIFICATES

- 5.1 Relationship of Parties. OUSD is not the agent or representative of SHP and shall not be liable for any acts or omissions of SHP, its agents, employees or providers, or any other person or organization with which SHP has made, or hereafter shall make, arrangements for the performance of services under this Health Plan. Member is not the agent or representative of SHP and shall not be liable for any acts or omissions of SHP, its agents or employees.
- 5.2 Compliance with the Health Insurance Portability and Accountability Act of 1996. SHP agrees to furnish written certification of prior creditable coverage ("Certificates") to all eligible Members, as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). SHP and OUSD acknowledge that SHP's agreement to issue Certificates to all eligible Members relieves OUSD of its obligation under HIPAA to furnish Certificates. Further, OUSD acknowledges that SHP must rely completely on eligibility information and data (including, but not limited to, Member's name and current address) furnished by OUSD in issuing Certificates to Members. OUSD agrees to notify SHP of all terminations within 30 days of the termination, and to provide SHP with eligibility information and data within 30 days of its receipt or change. OUSD agrees to indemnify, defend and hold SHP harmless and accept all legal, financial and regulatory responsibility for any liability arising out of SHP's furnishing Certificates to eligible members under HIPAA.
- 5.3 Subcontractors. If OUSD subcontracts with any person or entity to perform any of OUSD's obligations involving transmission between SHP and the subcontractor of Individually Identifiable Health Information (IIHI), Protected Health Information (PHI), Personally Identifiable Information (PII) or other information or data protected under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), OUSD shall identify in Attachment 4 all subcontractors so authorized and shall assure that all such subcontractors are contractually obligated to comply with all state and federal laws regarding the protection of Member confidentiality and privacy, including but not limited to the California Confidentiality of Medical Information Act and HIPAA.
- Notwithstanding Section 3.6, Attachment 4 is incorporated herein by this reference, and may be updated by OUSD without need to amend this Agreement provided that OUSD gives SHP not less than sixty (60) days advance written notice.**
- 5.4 If SHP subcontracts with any person or entity to perform any of SHP's obligations involving transmission between OUSD and the subcontractor of Individually Identifiable Health Information (IIHI), Protected Health Information (PHI), Personally Identifiable Information (PII) or other information or data protected under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), SHP shall identify in Attachment 5 all subcontractors so authorized and shall assure that all such subcontractors are contractually obligated to comply with all state and federal laws regarding the protection of Member confidentiality and privacy, including but not limited to the California Confidentiality of Medical Information Act and HIPAA.
- Attachment 5 is incorporated herein by this reference, and may be updated by mutual agreement of the parties.**

Article 6

TERM OF AGREEMENT; RENEWAL PROVISIONS

- 6.1 Term. The term of this Agreement shall be two years, commencing on the OUSD Coverage Effective Date set out in the Contract Execution Sheet, unless otherwise indicated on the Contract Execution Sheet or unless this Agreement is terminated as provided herein. OUSD, at its option, may extend the Agreement for an additional year by giving written notice to SHP at least 60 days prior to the end of the term. Rates may be modified for the third year, but will not exceed the rate cap percentage specified on the Rate Sheet. Renewal of this Agreement shall be subject to modification of rates and benefits pursuant to Section 3.6. Termination and renewal are subject to Article 7 of this Agreement.

Article 7

TERMINATION

- 7.1 Termination by OUSD. OUSD may terminate this Agreement by giving a minimum of sixty (60) days written notice of termination to SHP. OUSD termination must always be effective on the first day of the month. OUSD shall continue to be liable for Health Plan Premiums for all Members enrolled in this Health Plan through OUSD until the date of termination.
- 7.2 Termination by SHP.
- 7.2.1 For Nonpayment of Health Plan Premiums. SHP may terminate this Agreement if OUSD fails to pay Health

Plan Premiums when due. Nonpayment of Health Plan Premiums includes payments returned due to non-sufficient funds (NSF) and post-dated checks. If Health Plan Premiums are not paid when due, then following the last day of the period for which Health Plan Premiums were paid, SHP shall provide notice to OUSD of nonpayment as prescribed in section 8.10 of this Agreement including the amount of Premiums and a statement that SHP will terminate this Agreement for nonpayment if Health Plan Premiums are not received within-sixty (60) days of the notice date, and that if payment is not received within the sixty (60), no further notice shall be given, and this Agreement will be cancelled and coverage for all Members will be terminated upon expiration of the sixty (60) day notice period. OUSD understands that it will retain the obligation to pay the Health Plan Premiums applicable to the extension of coverage provided by SHP during the sixty (60) day notice period, and acknowledges SHP's right to recover those amounts from OUSD after cancellation of the Agreement.

7.2.1.1 Reinstatement. Receipt by SHP of all Health Plan Premiums then due and owing after termination of this Agreement for nonpayment shall reinstate this Agreement as though it had never been cancelled, if such payment then due and owing is received on or before the due date of the succeeding Health Plan Premium payment due date. However, SHP may avoid such reinstatement by one or more of the following methods:

(a) Specifying in the notice of termination, that if payment is not received within sixty (60) days of issuance of such notice, a new application will be required and the conditions under which a new contract will be issued or the original agreement reinstated; or

(b) If such payment is received more than sixty (60) days after issuance of the notice of termination, SHP refunds such payment within twenty (20) business days; or

(c) If such payment is received more than sixty (60) days after issuance of the notice of termination, SHP issues to OUSD within twenty (20) business days of receipt of such payment, a new contract accompanied by written notice stating clearly those aspects in which the new contract differs from the terminated contract in benefits, coverage's and other aspects.

7.2.2 For Providing Misleading or Fraudulent Information. SHP may terminate this Agreement immediately upon thirty (30) days written notice to OUSD if OUSD, commits fraud or intentionally misrepresents a material fact in the OUSD application coverage. SHP may terminate this Agreement upon sixty (60) days written notice to OUSD if OUSD has knowledge that a Member has committed fraud or intentionally misrepresented a material fact in the membership enrollment form and OUSD and fails to take good faith action to redress the fraud or intentional misrepresentation.

7.3 Return of Prepayment Premium/Fees Following Termination. In the event of termination by either SHP (except in the case of fraud or deception in the use of SHP services or facilities, or knowingly permitting such fraud or deception by another) or OUSD, SHP will, within thirty (30) days, return to OUSD the pro-rata portion of money paid to SHP which corresponds to any unexpired period for which payment has been received, together with amounts due on claims, if any, less any amounts due to SHP.

7.4 Effect of Termination of Agreement. Upon termination, whether by failure to pay premiums or upon written notice, all rights to benefits shall terminate at the end of the period for which all required premiums have been paid and upon the expiration of the applicable notice period. OUSD agrees to be responsible for notifying its employees that the Agreement has terminated. Upon termination, OUSD and Members shall be obligated, jointly and severally, to pay to SHP all billed charges for all health services and benefits received by a Member or a Member's dependent after the Agreement is terminated. Upon default in making payments, SHP shall notify OUSD and Members of the effective date of termination, and individual conversion coverage will not be available. No termination shall relieve OUSD from any obligation incurred prior to the date of termination of this Agreement. No termination shall relieve SHP from any obligation incurred prior to the date of termination of this Agreement.

It is the responsibility of OUSD to notify the Members of the termination of the Agreement in compliance with all applicable laws and as provided in Section 3.3.1. However, SHP reserves the right to notify Members of termination of the Agreement for any reason, including non-payment of premium. OUSD shall provide written notice to Members of their rights upon termination of coverage

7.5 Termination of Member's Coverage. Coverage under this Agreement will terminate at 11:59 Pacific Standard Time on the last day in which a Member ceases to meet the eligibility requirements set forth in Article 11 of the Evidence of Coverage. OUSD and Members shall be obligated, jointly and severally, to pay to SHP all billed charges for all health services and benefits received by a Member or a Member's dependent after the eligibility ceases, and SHP may withhold from or offset any other amounts owed to Member to recover such amount.

Article 8

MISCELLANEOUS PROVISIONS

- 8.1 Governing Law. This Agreement is subject to the laws of the State of California and the United States of America, including the Knox-Keene Health Care Service Plan Act of 1974, as amended, (codified at Chapter 2.2 of Division 2 of the California Health and Safety Code), and the regulations promulgated thereunder by the California Department of Managed Health Care (codified at Chapter 1 of Division 1 of Title 28 of the California Code of Regulations); and, the Employee Retirement Income Security Act of 1974, as amended, (codified at Chapter 18 of Title 29 of the United States Code and the regulations promulgated thereunder by the United States Department of Labor (codified at Chapter XXV of Title 29 of the Code of Federal Regulations). Any provisions required to be in this Agreement by any of the above laws and regulations shall bind SHP, OUSD and Member whether or not expressly provided in this Agreement.
- 8.2 SHP Names, Logos and Service Marks. SHP reserves the right to control all use of its name, product names, symbols, logos, trademarks, and service marks currently existing or later established. OUSD shall not use SHP's name, product names, symbols, logos, trademarks, or service marks without obtaining the prior written approval of SHP.
- 8.3 Assignment. This Agreement and the rights, interests and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by either party and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the express prior written consent of the other affected party . Notwithstanding the above, if SHP assigns, sells or otherwise transfers substantially all of its assets and business to another corporation, firm or person, with or without recourse, this Agreement will continue in full force and effect as if such corporation, firm or person were a party to this Agreement, provided such corporation, firm or person continues to provide prepaid health services.
- 8.4 Validity. The unenforceability or invalidity of any part of this Agreement shall not affect the enforceability and validity of the balance of this Agreement.
- 8.5 Confidentiality. SHP agrees to maintain and preserve the confidentiality of any and all medical records of Member in accordance with all applicable State and federal laws. However, OUSD, by entering into this Agreement and offering coverage to its employees or association members, as applicable, agrees on behalf of its employees and/or members to the release of information and access to any and all of Member's medical records for purposes of utilization review, quality review, processing of any claim, financial audit, coordination of benefits, or for any other purpose reasonably related to the provision of benefits under this Agreement to SHP, its agents and employees, Member's participating medical group, and appropriate governmental agencies. SHP shall not release any information to OUSD which would directly or indirectly indicate to OUSD that a Member is receiving or has received Covered Services, except as permissible by law.
- 8.6 Amendments. This Agreement may be modified by SHP and OUSD as set forth in Section 3.6, above, or it may be amended upon the mutual written consent of the parties.
- 8.7 Attachments. The Contract Execution Sheet and attachments to this Agreement, and all terms and conditions set forth therein, are incorporated by reference herein and made an integral part of this Agreement.
- 8.8 Use of Gender. The use of masculine gender in this Agreement includes the feminine gender and the singular includes the plural.
- 8.9 Waiver of Default. The waiver by SHP or OUSD of any one or more defaults shall not be construed as a waiver of any other or future defaults under the same or different terms, conditions or covenants contained in this Agreement.
- 8.10 Notices. Any notice required or permitted under this Agreement shall be in writing and either delivered personally or by regular, registered, or certified mail, U.S. Postal Service Express Mail, or overnight courier, postage prepaid, or by facsimile transmission at the addresses set forth below:

If to OUSD :	If to Sutter Health Plan:
Oakland Unified School District 1000 Broadway, Suite 680 Oakland, CA 94607	Sutter Health Plan 2880 Gateway Oaks Drive, Suite 150 Sacramento, California 95833

Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery

shown on the receipt card, or if no delivery date is shown, the postmark date. If sent by regular mail, the notice shall be deemed given seventy-two (72) hours after the notice is addressed and mailed with postage prepaid. Notices delivered by U.S. Postal Service Express mail or overnight courier that guarantees next day delivery shall be deemed given forty-eight (48) hours after delivery of the notice to the United State Postal Service or courier. If any notice is transmitted by facsimile transmission or similar means, the notice shall be deemed served or delivered upon telephone confirmation of receipt of the transmission, provided a copy is also delivered via delivery or mail.

- 8.11 Acceptance of Agreement. OUSD may accept this Agreement only by execution of the Agreement after approval by OUSD's governing board. Acceptance shall render all terms and provisions of this Agreement binding on SHP, OUSD and Members.
- 8.12 Entire Agreement. This Agreement, including all exhibits, attachments, and amendments, contains the entire understanding of OUSD and SHP with respect to the subject matter hereof and it incorporates all of the covenants, conditions, promises, and agreements exchanged by the parties hereto with respect to such matter. This Agreement supersedes any and all prior or contemporaneous negotiations, agreements, representations, or communications, whether written or oral, between OUSD and SHP with respect to the subject matter of this Agreement.
- 8.13 Contracting Provider Termination.
- 8.13.1 Except as provided in 8.13.2, SHP will provide written notice to OUSD within 60 days if it receives notice that any contracting provider terminates or breaches its contract with SHP, or is unable to perform such contract, if the termination, breach, or inability to perform may materially and adversely affect OUSD.
- 8.13.2 At least 60 days prior to the termination date of a contract between SHP and a provider group or a general acute care hospital, SHP shall send written notice of the termination by United States mail to OUSD and to Members who are assigned to the terminated provider group or hospital.
- 8.14 Headings. The headings of the various sections of this Agreement are inserted merely for the purpose of convenience and do not expressly, or by implication, limit or define or extend the specific terms of the section so designated.
- 8.15 No Third Party Beneficiaries. Except as otherwise expressly indicated in this Agreement, this Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligations that may be possessed by such third party.
- 8.16 Disputes Between SHP and OUSD. All disputes between OUSD and SHP shall be resolved by binding arbitration before JAMS, a nonjudicial arbitration and mediation service. If the amount at issue is less than \$200,000, then the arbitrator will have no jurisdiction to award more than \$200,000. The JAMS Comprehensive Arbitration Rules and Procedures ("Rules") in effect at the time a demand for arbitration is made will be applied to the arbitration. Either party may initiate arbitration by serving on the other party an arbitration notice setting forth a brief statement of the dispute with a sufficiently detailed statement of the facts and the relief requested to apprise the other party and the arbitrator of the nature of the dispute and relief requested. The parties will seek to mutually agree on the appointment of an arbitrator; however, if an agreement cannot be reached within 30 days following the date demanding arbitration, the parties will use the arbitrator appointment procedures in the Rules. Arbitration hearings will be held at the neutral administrator's offices in either San Francisco or Walnut Creek, California or at another location agreed upon in writing by the parties. Civil discovery may be taken in such arbitration as provided by California law and civil procedure. The arbitrator(s) selected will have the power to control the timing, scope and manner of the taking of discovery and will have the same powers to enforce the parties' respective duties concerning discovery as would a Superior Court of California. This includes, but is not limited to, the imposition of sanctions. The arbitrator(s) will have the power to grant all remedies provided by California law. The arbitrator(s) will prepare in writing an award that includes the legal and factual reasons for the decision. The parties will divide equally the fees and expenses of the arbitrator(s) and the neutral administrator. The arbitrator(s) will not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California law.
- 8.17 Inability to Arrange Services. In the event that due to circumstances not within the reasonable control of SHP, including but not limited to major disaster, epidemic, complete or partial destruction of facilities, riot, civil insurrection, disability of a significant part of SHP's Participating Providers or entities with whom SHP has arranged for services under this Agreement, or similar causes, the rendition of medical or hospital benefits or other services provided under this Agreement is delayed or rendered impractical (a "Force Majeure Event"), SHP shall not have any liability or obligation on account of such delay or failure to provide services, except to refund the amount of the unearned prepaid premiums held by SHP on the date such event occurs. Upon the occurrence of a Force Majeure Event, SHP shall notify OUSD and describe in reasonable detail the manner in which such Party's performance of this Agreement has been impaired and the expected length of such impairment. SHP shall use best efforts to resume performance whenever and to whatever extent possible without delay and as medically appropriate refer Members to emergency care.
- 8.18 Agreement To be Bound: The Agreement shall be effective on the Coverage Effective Date, as set forth above, if the initial premium has been paid and the Agreement is duly executed below. The Agreement continue, unless it is

terminated as set forth in Article 7.

8.19

MANDATORY ARBITRATION. OUSD, Member (including any heirs or assigns) and SHP agree and understand that any and all disputes by and between them, including claims of medical malpractice (that is as to whether any medical services rendered under the Health Plan were unnecessary or unauthorized or were improperly, negligently or incompetently rendered), except for claims subject to ERISA, shall be determined by submission to binding arbitration. Any such dispute will not be resolved by a lawsuit or resort to court process, except as California law provides for judicial review of arbitration proceedings. Each party, including any heirs or assigns, to this Agreement is giving up its constitutional right to have any such dispute decided in a court of law before a jury, and instead is accepting the use of binding arbitration.

IN WITNESS WHEREOF, the parties hereto, being first duly authorized, have set their hands on the dates set forth below.

Oakland Unified School District

Sutter Health Plan

Printed

Printed

Name: Rebecca Lingolani

Name: ROSS CARVARELI

By: [Signature]

By: [Signature]

Title: Risk Management Officer

Title: VP SALES

Date: April 20, 2017

Date: 4/19/17

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

By: [Signature]
Attorney at Law

[Signature]

James Harris, President, Board of Education

[Signature]

Devin Dillon, Acting Secretary, Board of Education

ATTACHMENT 1

RATE SHEET



LARGE GROUP PROSPECT: SOLD SIGN-OFF SHEET

Group Name: Oakland Unified School District--Active and Early Retirees

Effective Dates: 7/1/2017 - 6/30/2019

Zip Code: 94607 (Alameda)

Agency: Segal Consulting

Broker: Robert Mitchell / Lynn Lin

Commission: 0.00%

MAJOR MEDICAL PLAN SELECTION (12 payments per year)

Major Medical - Final Plan and Tier Rate Information						
Plan	Product	Plan Code	0	0	0	Sold (X)
Oakland USD HMO Custom -Actives	HMO	ML46	\$553.16	\$1,084.20	\$1,570.98	
Oakland USD H.S.A. Custom - Early Retirees	HMO	ML46	\$737.24	\$1,122.78	\$1,624.73	

ANCILLARY BENEFIT PLAN SELECTION (12 payments per year)

Chiropractic and Acupuncture - Final Plan and Tier Rate Information						
Product ID	Max Visits	Copayment	0	0	0	Sold (X)
XA08	Unlimited	15	\$4.43	\$9.05	\$13.09	


Infertility - Final Plan and Tier Rate Information				
Plan Name	0	0	0	Sold (X)
50% Plan	\$6.38	\$12.54	\$18.15	

ATTACHMENT 2

COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM

[ATTACH EOC/DF]





Wed 2/15/2017 8:50 PM




 **Woolley, Rachelle**
Oakland Unified School District - Pre-Sale Documentation

To: Lyn, Lynn; Brunetta, Paul (BrunetP1@sutterhealth.org); Keley, Jill (KeleyJ4@sutterhealth.org)


Cc: Raghavan, Gita; Sacro, Paul C.; Mitchell, Robert D.

Added to Salesforce

Message  Oakland USD_HMO_7.1.17_M646_BCM_Presales.pdf (40 KB)  Oakland USD_HMO_7.1.17_SBC_Presales.pdf (232 KB)  Large Group_EOC_HMO_Acu-Chiro Infertility_2017.pdf (3 MB)  Ancillary_SOB_AcuChiro - Calendar_2008_2017.pdf (26 KB)

 Ancillary_EOC_AcuChiro_2017.pdf (300 KB)  E-16-072 2017 LG Employer Application Form.pdf (307 KB)  OUSD - SSO.pdf (100 KB)




Wed 2/15/2017 9:34 PM

 **Woolley, Rachelle**
RE: Oakland Unified School District - Pre-Sale Documentation

To: Lyn, Lynn; Brunetta, Paul (BrunetP1@sutterhealth.org); Keley, Jill (KeleyJ4@sutterhealth.org)

Cc: Raghavan, Gita; Sacro, Paul C.; Mitchell, Robert D.

Added to Salesforce

Message  Oakland Unified School District - LG Subscriber Contract.pdf (548 KB)  OUSD - SHP ACN Contract-illable.pdf (365 KB)  Large Group Ancillary_EOC_Infertility 50_2017.pdf (267 KB)

[ATTACHMENT 3

COMBINED EVIDENCE(S) OF COVERAGE AND DISCLOSURE FORM(S)_ OPTIONAL RIDERS]

[ATTACH EOC/DF FOR APPLICABLE OPTIONAL RIDERS]

Chiropractic and Acupuncture Schedule of Benefits Offered by ACN Group of California, Inc.

Benefit Plan:

\$15 Copayment per Visit

Unlimited Visit Annual Combined Maximum Benefit
Acupuncture and Chiropractic

Claims Determination Period: Calendar Year

Your Group makes available to you and your eligible dependents a complementary health benefits program for chiropractic and acupuncture. This program is provided through an arrangement with the ACN Group of California, Inc. dba OptumHealth Physical Health of California (OptumHealth). OptumHealth monitors the quality of the care provided by participating OptumHealth providers.

How to Use the Program

With OptumHealth, you have direct access to more than 3,500 credentialed chiropractors and over 950 credentialed acupuncturists servicing California. You are not required to predesignate an OptumHealth provider or to obtain a medical referral from your primary care physician prior to seeking chiropractic or acupuncture services. Additionally, you may change participating chiropractors or acupuncturists at any time.

Our program is designed for your convenience. You simply pay your copayment or coinsurance at each visit. There are no deductibles or claim forms to fill out. Your OptumHealth provider coordinates all services and billing directly with OptumHealth.

Annual Benefits

Benefits include chiropractic services and acupuncture services that are Medically Necessary services rendered by an OptumHealth participating provider. In the case of acupuncture services, the services must be for Medically Necessary diagnosis and treatment to correct body imbalances and conditions such as low back pain, sprains and strains (such as tennis elbow or sprained ankle), nausea, headaches, menstrual cramps, carpal tunnel syndrome, and other conditions. In the case of chiropractic services, the services must be for Medically Necessary diagnosis and treatment to reduce pain and improve functioning of the neuromusculoskeletal system.

Calculation of Annual Maximum Benefit Limits

Each visit to an OptumHealth participating provider, as described below, requires a copayment by the member. A maximum number of visits to either an OptumHealth participating chiropractor or participating acupuncturist, or any combination of both, per Claims Determination Period will apply to each member.

Chiropractic Services: Adjunctive therapy is allowed at each office visit. If adjunctive therapy is provided without a chiropractic adjustment, the adjunctive therapy will count as an office visit toward the maximum benefit. If an examination or re-examination is supplied without an adjustment, the examination or re-examination will count as an office visit toward the maximum benefit.

Acupuncture Services: Adjunctive therapy is allowed at each office visit. If adjunctive therapy is provided without acupuncture treatment, the adjunctive therapy will count as an office visit toward the maximum benefit. If an examination or re-examination is supplied without acupuncture treatment, the examination or re-examination will count as an office visit toward the maximum benefit.

Provider Eligibility

OptumHealth only contracts with duly licensed California chiropractors and acupuncturists. Members must use OptumHealth participating providers to receive their maximum benefit.

Types of Covered Services

Chiropractic Services:

1. An initial examination is performed by the OptumHealth participating chiropractor to determine the nature of the member's problem, and to provide, or commence, in the initial examination, Medically Necessary services that are Covered Services, to the extent consistent with professionally recognized standards of practice, and to prepare a treatment plan of services to be furnished. An initial examination will be provided to a member if the member seeks services from an OptumHealth participating chiropractor for any injury, illness, disease, functional disorder or condition with regard to which the member is not, at the time, receiving services from the OptumHealth participating chiropractor. A copayment will be required for such examination.
2. Subsequent office visits, as set forth in a treatment plan, may involve a chiropractic adjustment, a brief re-examination and other services, in various combinations. A copayment will be required for each visit to the office.
3. Adjunctive therapy, as set forth in a treatment plan, may involve therapies such as ultrasound, electrical muscle stimulation and other therapies.

Questions? Call OptumHealth's Customer Service Department: 1-800-428-6337 (HMO) Monday through Friday, 8 a.m. - 5 p.m. PST

www.myoptumhealthphysicalhealthofca.com



SUTTER HEALTH PLUS INFERTILITY SERVICES BENEFIT RIDER

This is an Addendum to your Large Group Combined Evidence of Coverage and Disclosure Form (EOC), describing your coverage for Infertility Services. Please keep this Addendum with your EOC for future reference. This Addendum is effective January 2017.

COVERED INFERTILITY SERVICES

Your Infertility Services Benefit includes: Services, supplies and medications for the diagnosis and treatment of infertility, including consultations, examinations, diagnostic tests, procedures, and drug therapy, subject to the Exclusions and Limitations described below.

DEFINITIONS

Infertility means:

- For members under the age of 35 years: inability to conceive a pregnancy or carry a pregnancy to a live birth after one year (12 months) of regular intercourse without contraception.
- For members over the age of 35 years or with a history of oligo/amenorrhea; or with known or suspected uterine/tubal disease or endometriosis: inability to conceive a pregnancy or carry a pregnancy to a live birth after 6 months of regular intercourse without contraception.
- For members: inability to conceive a pregnancy or carry a pregnancy to a live birth after six (6) cycles of artificial donor insemination under medical supervision.
- For members with other health conditions known to cause infertility, as recognized by licensed physicians.

COST SHARE

Your Cost Share is: 50% Co-Insurance. All services medically necessary and clinically appropriate to diagnose and treat involuntary infertility, as defined above, including the diagnostic work-up and testing, procedures and services and all medications are covered at 50% of SHP's contracted prices when referred by your PCP or OB/GYN doctor and authorized by your medical group. Medications prescribed for the treatment of infertility are covered at 50% of the contracted prescription cost. You should contact your SHP network infertility provider directly to obtain your estimated cost-share for a particular procedure. You may call MedImpact at 1-844-282-5330 to determine your cost-share for prescription drugs, and SHP Member Services at 1-855-315-5800 (TTY 1-855-630-3500) for other benefit questions.

Your Cost Share for Infertility Services does NOT apply to your annual Out of Pocket Maximum.

ATTACHMENT 4

AUTHORIZATION FOR SUBCONTRACTOR DATA TRANSMISSION

A. ("OUSD") affirms that it has subcontracted with the vendor(s) listed below to perform certain functions and obligations on behalf of OUSD. OUSD further affirms that the subcontractor(s) listed below is/are:

1. Authorized by OUSD to transmit and receive electronic data that contains Individually Identifiable Health Information, Protected Health Information, Personally Identifiable Information, or other information or data protected under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA); and
2. Are contractually obligated by Group to comply with all state and federal laws regarding the protection of Member confidentiality and privacy, including but not limited to the California Confidentiality of Medical Information Act and the federal Health Insurance Portability and Accountability Act of 1996.

B. Authorized Subcontractor(s)

1. Segal Consulting

ATTACHMENT 5

AUTHORIZATION FOR SUBCONTRACTOR DATA TRANSMISSION

- A. (“SHP”) affirms that it has subcontracted with the vendor(s) listed below to perform certain functions and obligations on behalf of SHP. SHP further affirms that the subcontractor(s) listed below is/are:
1. Authorized by SHP to transmit and receive electronic data that contains Individually Identifiable Health Information, Protected Health Information, Personally Identifiable Information, or other information or data protected under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA); and
 2. Are contractually obligated by SHP to comply with all state and federal laws regarding the protection of Member confidentiality and privacy, including but not limited to the California Confidentiality of Medical Information Act and the federal Health Insurance Portability and Accountability Act of 1996.

B. Authorized Subcontractor(s)

1. _____

2. _____