**SCOPE OF WORK**

**A. Purpose and Background:** The purpose of this Agreement is to help consumers connect with and obtain coverage from quality Vision Carriers. Adult vision benefits are not considered Essential Health Benefits (EHB), therefore these benefits cannot be offered directly through Covered California. Instead, Covered California has selected certain Vision Carriers interested in offering coverage to Covered California consumers. Covered California will provide a link for consumers from the Covered California website to selected Vision Carriers’ websites. The Vision Carrier will pay a quarterly commission to Covered California for all enrollees obtained through this link.

**B. General Scope or Tasks:**

1. In an effort to ensure consistent oversight of this Program, Contractor shall:

1. Provide high quality vision care to Enrollees.
2. Maintain a website that provides a network directory and a simple and easy-to-understand list of Covered Benefits and out-of-pocket expenses for consumers to review.
3. Provide a customer service call center adequately staffed to handle questions and assist consumers. At a minimum, Vision Carrier’s customer service call center hours shall be Monday – Friday from 8am – 6pm, Pacific Time. Customer service center must offer a dedicated toll-free number for customers.
4. Invoice Enrollees and collect premiums.
5. Designate an employee as the Program Manager for the oversight of this Program. The Program Manager will be Covered California’s primary contact for all Program related issues.
6. Administer the Vision Program, or contract with a third-party administrator, acting on behalf of the Contractor to administer the Program. Administration of this Program will include billing, customer service, collateral development, policy issuance and renewal of Enrollees.
7. Track and report the number of Enrollees purchasing a Vision Plan via the Covered California website link on a quarterly basis, and provide Covered California with a website conversion report on a quarterly basis pursuant to D(6) of this Exhibit. The report shall contain the following data elements:
   * Number of “click-throughs” from Covered California’s website to Contractor’s landing page;
   * Number of enrollment conversions.

h) Send a survey created by Covered California to all Enrollees in this Program. The survey will be used to determine the overall Enrollee experience with the Vision Plan. The survey shall be sent to Enrollees in the last quarter of 2016 with results submitted to Covered California in a mutually-agreed format by January 31, 2017.

i) Provide Covered California with Enrollee utilization data on a quarterly basis in a mutually-agreed format.

j) Pay market-level agent commissions at the same rate for products sold via the Exchange link as for all similar “off-Exchange” products.

k) During the term of this agreement, Contractor shall offer the Vision Plan(s) identified in Exhibit A, Attachment 1 – Vision Plan Design(s). Contractor shall provide the benefits and services as described.

2. Contractor and Covered California recognize that several of the market reforms in the Affordable Care Act do not apply to Contractor’s Vision Plans. The intent of the parties is for certain market reforms to apply to Contractor’s Vision Plans. For Contractor’s Vision Plans sold through this Program, the Contractor agrees to comply with the following provisions:

a) Prohibition of preexisting conditions or other discrimination based on health status pursuant to 42 U.S.C. § 300gg-3, California Health and Safety Code § 1357.51, and California Insurance Code § 10198.7;

b) Fair health insurance premiums pursuant to 42 U.S.C. § 300gg, California Health and Safety Code § 1357.512(a), and California Insurance Code § 10753.14;

c) Guaranteed availability of coverage pursuant to 42 U.S.C. § 300gg-1, California Health and Safety Code § 1399.849(g), and California Insurance Code § 10965.3(g);

d) Guaranteed renewability of coverage pursuant to 42 U.S.C. § 300gg-2, California Health and Safety Code § 1389.7(a), and California Insurance Code § 10119.2(a);

e) Nondiscrimination in health care pursuant to 42 U.S.C. § 300gg-4, 42 U.S.C. § 300gg-5, California Health and Safety Code § 1357.503(f), and California Insurance Code § 10753.05(h);

f) Elimination of waiting periods pursuant to 42 U.S.C. § 300gg-7, California Health and Safety Code § 1357.51(c), and California Insurance Code § 10198.7(c);

**C. Minimum Contractor Obligations:**

1. Maintain a license in good standing in the State of California with the applicable regulatory agency for the duration of this contract.

**D. Contract Deliverables:**

1. The Contractor understands that all recommendations and contract deliverables must comply with the Patient Protection and Affordable Care Act of 2010, as well as sections 15438, 15439, and 100501 through 100521 of the Government Code; 1346.2 of the Health and Safety Code; 10112.3 of the Insurance Code.
2. The Contractor shall provide all deliverables within the timeframe specified and required by the State.
3. The Contractor understands and acknowledges that all deliverables must be reviewed, approved and accepted by the State.
4. The Contractor understands that any State-requested revisions to any deliverable shall be incorporated by the Contractor within seven (7) calendar days from the date in which the State provided its feedback, unless a different timeframe is required and specified by the State.
5. In the event the State requires additional refinements and modifications for any deliverable which occurs after that deliverable has been previously accepted by the State, the Contractor shall be required to make the additional revisions until the revised deliverable is accepted and approved by the State.
6. Quarterly Reports shall be due and sent to the Covered California Program Manager on the following schedule:

Quarterly Report Period Due Date

January 1, 2016 to March 31, 2016 April 29, 2016

April 1, 2016 to June 30, 2016 July 29, 2016

July 1, 2016 to September 30, 2016 October 31, 2016

October 1, 2016 to December 31, 2016 January 31, 2017

**E. Contract Amendment:** Covered California, at its sole discretion, may extend the term of this Agreement for up to one - one year period through a formal amendment.

**F. Vision Carrier Link on Covered California Website:** Covered California, will in its sole discretion, determine the method and location by which consumers will be sent to Vision Carrier’s website.

**G. Project Representatives:**

The project representatives for the term of this Agreement, shall be:

|  |  |
| --- | --- |
| **State Program Representative** | **Contractor Representative:** |
| (Program Representative Name)  California Health Benefit Exchange  1601 Exposition Blvd.  Sacramento, CA 95815  (Telephone Number)  (Email Address) | (Contractor’s Name)  (Representative’s Name)  (Address)  (City, State and Zip)  (Telephone Number)  (Email Address) |