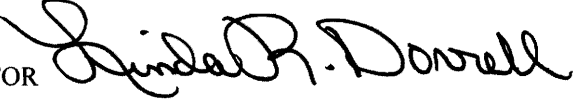

TULSA COUNTY

**PURCHASING
DEPARTMENT**

MEMO

DATE: OCTOBER 2, 2013

FROM: LINDA R. DORRELL
PURCHASING DIRECTOR 

TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: COMMUNITY CARE ENHANCED BENEFIT HMO SENIOR HEALTH
PLAN GROUP HEALTH SERVICES AGREEMENT—COMMUNITY CARE
OF OKLAHOMA

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHED COMMUNITY CARE ENHANCED BENEFIT HMO SENIOR HEALTH PLAN GROUP HEALTH SERVICES AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE TULSA COUNTY HUMAN RESOURCES DEPARTMENT AND COMMUNITY CARE OF OKLAHOMA, TO PROVIDE SENIOR HEALTH PLAN COVERAGE TO ITS MEDICARE ELIGIBLE RETIREES AND THEIR DEPENDENTS WHO ENROLL IN THE PLAN., AS PER ATTACHED DOCUMENTATION.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/sks

ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE OCTOBER 7, 2013 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO
COMMISSIONER KAREN KEITH
COMMISSIONER RON PETERS
MARK LIOTTA, CHIEF DEPUTY
MICHAEL WILLIS, CHIEF DEPUTY
VICKI ADAMS, CHIEF DEPUTY
TERRY TALLENT, DIRECTOR, HUMAN RESOURCES

COMMUNITYCARE HMO SENIOR HEALTH PLAN
GROUP HEALTH SERVICES AGREEMENT

STATE OF OKLAHOMA
TULSA COUNTY
2013 OCT -1 PM 3: 53

This Group Retiree Health Services Agreement (the "Agreement") is made and entered into as of the 1st day of **January, 2014**, between CommunityCare HMO, Inc., an Oklahoma corporation (the "HMO") and the corporation, partnership, association, limited liability company or other entity identified on the signature page of the Agreement (the "Group").

FAT KEY
TULSA COUNTY CLERK

WHEREAS, the HMO is a federally-qualified health maintenance organization contracted with the Centers for Medicare and Medicaid Services (CMS) to operate Senior Health Plan (the "Plan"), a Medicare Advantage plan that provides Medicare Part C (i.e., Medicare Part A and B medical) and Medicare Part D (i.e., Medicare prescription drug) benefits to Medicare-eligible beneficiaries residing in the Plan's service area; and

WHEREAS, the Group desires to offer Senior Health Plan coverage to its Medicare-eligible retirees and their Medicare-eligible dependents who enroll in the Plan ("Enrollees");

NOW THEREFORE, in consideration of the agreements and undertakings herein set forth, and in reliance upon the representations contained herein, the parties hereto agree as follows:

Obligations of the HMO: The HMO will administer benefits under the Plan in accordance with federal laws, rules and regulations governing Medicare Advantage plans. Administrative services provided by the HMO include enrollment and billing; medical management; member services; grievances/appeals; claim processing; data reporting; and (if the Plan offers Part D benefits) pharmacy management. The HMO will issue an ID card to each Enrollee, as well as other member materials in the manner, and at times, required by CMS (e.g., Evidence of Coverage; provider directory; prescription drug formulary; etc.). The Evidence of Coverage will serve as the contract between the HMO and each Enrollee.

Obligations of the Group: As a condition of coverage under the Plan, the Group will pay the HMO a per-Enrollee per month (PEPM) premium. Premiums for each month are due by the 10th day of that month. Payment of premium on behalf of an Enrollee does not guarantee coverage; coverage is dependent on CMS confirming the Enrollee's continuing eligibility for Medicare benefits and his or her enrollment in the Plan at the time covered services are received. Non-payment of premium for any Enrollee by the due date may result in termination of the Enrollee, subject to any grace period required by Medicare rules or regulations. The Group will also provide any information that the HMO may request or require in order to perform its administrative responsibilities under this Agreement and the Plan.

Rates: The PEPM premium rate for Senior Health Plan coverage will be (Check the appropriate box):

- Senior Health Plan Platinum Plus (004): \$ N/A
- Senior Health Plan Platinum (001): \$ N/A
- Senior Health Plan Silver (002): \$ N/A
- Senior Health Plan EGHP (801): **\$ 312.00**
(Customized benefits)

Confidentiality of Enrollee Information: To the extent CommunityCare creates, receives or maintains information regarding Enrollees that constitutes “protected health information” (PHI) as the term is defined by the Health Information Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, CommunityCare will not disclose PHI to the Group without the Enrollee’s prior authorization, except as permitted by CommunityCare’s Notice of Privacy Practices (available online at www.ccok.com) or applicable law.

Prohibition on Enrollment for Active Employees: The Group understands that federal regulations prohibit it from offering the Plan to Medicare beneficiaries who are actively employed by the Group. Accordingly, the Group will only allow its Medicare-eligible retirees to enroll in the Plan.

Term and Termination: The term of this Agreement is one calendar year beginning **January 1, 2014** and terminating at midnight on **December 31, 2014** (the “Plan Year”). The HMO will continue to administer the Plan beyond the termination date to the extent necessary to fulfill its contractual obligations to CMS and Enrollees (e.g., processing and paying claims for covered services received prior to termination; providing customer support; processing grievances and appeals; plan data reporting).

Notices: Any notices required to be given under this Agreement or pursuant to applicable law will be delivered in writing by certified mail, return receipt requested, or by facsimile to the person identified below:

If to the HMO: Richard Todd
President & CEO
218 W. 6th Street
Tulsa, OK 74119
Fax: (918) 594-5260

If to the Group: Terry Tallent
HR Director
833 West 3rd St. Tulsa, OK 74146
Fax: Tulsa, OK 74127

Amendment: This Agreement may only be amended in writing signed by the parties. The foregoing notwithstanding, this Agreement and the Plan will automatically be amended to incorporate any requirements that may be imposed on either party by applicable Medicare rules or regulations.

COMMUNITYCARE HMO

GROUP: **Tulsa County, Enhanced**

Name: Greg Burn
Greg Burn

Name: _____
Karen Keith

Title: **Sr. Vice President, Marketing**

Title: **Chairman**

Date: 9/27/13

Date: 10/07/13


APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

CommunityCare Senior Health Plan

Retiree Benefits

January 2014 - December 31, 2014

Tulsa County Enhanced \$312.00 per member per month	
Inpatient Care	
Inpatient Hospital Care	\$25 copay each day for day(s) 1-5 for Medicare-covered hospital stays \$0 copay each day for day(s) 6-90 for Medicare-covered hospital stays
Inpatient Mental Health Care	\$25 copay each day for day(s) 1-5 for Medicare-covered hospital stays \$0 copay each day for day(s) 6-90 for Medicare-covered hospital stays
Skilled Nursing Facility	\$0 copay each day for day(s) 1-100
Home Health Care	No copay
Ambulance Services	\$50 copay for Medicare-covered ambulance services; waived if admitted
Outpatient Care	
Doctor Office Visits	\$5 copay for each primary care doctor visit for Medicare-covered benefits, \$10 copay for each Medicare-covered specialist visit
Emergency Care	\$50 copay for Medicare covered visit: Waived if admitted within 48 hours
Outpatient Mental Health Care	\$10 copay for each Medicare-covered individual or group therapy visit
Partial Hospitalization	\$50 copay for Medicare-covered partial hospitalization services
Outpatient Substance Abuse Care	\$10 copay for each Medicare-covered individual or group therapy visit
Urgent Care	\$5 to \$50 copay for each Medicare covered urgently needed visit
Diagnostic Tests, X-Rays, & Lab Services	\$0 to \$100 copay for Medicare covered diagnostic procedures and tests. Authorization rules may apply
Durable Medical Equipment	\$0 to \$50 or 20% for each Medicare covered item
Medicare Part B Drugs	\$0 copay for all Medicare Part B covered services
Preventive Care	
Immunizations	\$0 copay for pneumonia, flu or Hepatitis B vaccine
Mammograms	\$0 copay for Medicare covered screening mammograms
Pap Smears and Pelvic Exams	\$0 copay for Medicare covered pap smears and pelvic exams.
Prostate Screening Exams	\$0 copay for Medicare covered prostate cancer screening.
Additional Benefits	
Dental Services	In general, you pay 100% for dental services routine dental services are not covered benefits.
Health/Wellness Education	Covered for: newsletter, nutritional training, smoking cessation, nursing hotline, disease management

For a complete list of benefits call us at 918-594-5323 or 1-800-642-8065. From Oct 15, 2013 through Feb 14, 2014 our operating hours will be Mon-Sun 8:00am-8:00pm TTY/TDD users should call 1-800-722-0353

8/30/2013

CommunityCare Senior Health Plan

Retiree Benefits

January 2014 - December 31, 2014

Tulsa County Enhanced	
Hearing Services	In general, you pay 100% for hearing aids, \$5 copay for routine hearing tests and \$5 copay for Medicare covered diagnostic hearing exams
Podiatry Services	\$10 copay for each Medicare covered visit
Hospice	Must receive care from a Medicare-certified hospice
Chiropractic	\$10 copay for Medicare-covered visit
Outpatient Services/Surgery	\$0 copay for Medicare-covered ambulatory surgical center, \$0 copay for Medicare-covered outpatient hospital facility
Outpatient Rehabilitation Services	\$10 copay for each Medicare-covered occupational therapy visit, \$10 copay for each Medicare-covered physical/speech/language therapy visit
Prosthetic Devices	No copay
Diabetic Self Monitoring Training and Supplies	No copay
Vision Services	\$0 copay for one pair of eyeglasses or contact lenses after cataract surgery. \$10 copay for exams to diagnose and treat diseases and conditions of the eye. \$10 copay for up to one routine eye exam(s) every year. \$10 copay for up to one pair of glasses every two years.
PHARMACY BENEFITS	
Annual Deductible	\$0
Select Generic Copay	\$0
Preferred Generic Copay	\$10
Preferred Brand Copay	\$30
Non-Preferred Copay (Brand & Generic)	\$60
Non-Specialty Injectables	33% Coinsurance
Specialty Drugs	33% Coinsurance
Catastrophic Coverage	Once the member's total out of pocket reaches \$4,550 (which includes the deductible and drug co-payments), then the member will pay the greater of: \$2.55 or 5% for generic drugs and preferred multi-source brand drugs; and \$6.35 or 5% for all other drugs
Mail Order	2 x copay for 90 days supply retail or mail
90 day cost difference	Member pays cost diff retail vs. mail
Prior-auth/Quantity Limits	Standard
Formulary	Standard Part D

ANNUAL OUT-OF-POCKET MAXIMUM FOR MEDICAL SERVICES WILL BE \$6,700.

For a complete list of benefits call us at 918-594-5323 or 1-800-642-8065. From Oct 15, 2013 through Feb 14, 2014 our operating hours will be Mon-Sun 8:00am-8:00pm TTY/TDD users should call 1-800-722-0353

8/30/2013