



Certified Application Counselor Program Designated Organization Agreement

This Connect for Health Colorado® Assistance Network Agreement (Agreement), entered into between the Colorado Health Benefit Exchange doing business as Connect for Health Colorado (C4HCO) and _____ (Partner), is part of C4HCO's Certified Application Counselor (CAC) Program. That program designates organizations to supervise Certified Application Counselors (CACs) as part of C4HCO's efforts to serve Coloradans by providing application assistance.

1. Designation and Authority. Subject to the terms of this Agreement, C4HCO hereby designates Partner as a Designated Organization to assist customers with applications for insurance affordability programs and insurance offered on or through C4HCO's insurance marketplace. The scope of this Agreement is limited to the designation of Partner by C4HCO, and does not create an agency or any other legal relationship between the parties.

2. Partner Representations.
 - A. The Partner meets the CAC Designated Organization Selection Criteria as set forth in Attachment (1) of the Agreement.
 - B. Partner agrees to provide full and impartial information to customers seeking their services in connection with application assistance for insurance affordability programs and qualified health and dental plans offered through C4HCO.
 - C. Partner shall provide application assistance without charging customers or making assistance conditional on any other relationship, purchase, or direct or indirect consideration.
 - D. Partner shall comply with all instructions as may from time to time be given to Partner for the purpose of the Certified Application Counselor Program by C4HCO, and all applicable federal and state laws and regulations including, but not limited to, as applicable, the Affordable Care Act (ACA), the Health Insurance Portability and Accountability Act (HIPAA), the Colorado Insurance Code, and the regulations promulgated thereunder.

E. Neither the Partner, nor any of its officers, directors, employees nor any other person substantially involved in the contracting or fundraising activities of the Partner is currently on the “List of Excluded Individuals/Entities” (LEIE) maintained by the Office of Inspector General of the United States Department of Health and Human Services or on the governmentwide exclusions in the System for Award Management (SAM). Partner further represents that it is not currently the subject of any disciplinary proceeding or other action by any federal or state governmental authority. Partner agrees that it has a continuing obligation to notify C4HCO in writing within seven (7) business days if it becomes subject to such disciplinary action.

3. Term and Termination.

A. Term. This Agreement is effective upon its execution by the parties and shall be in effect until August 31, 2019 with the possibility of renewal for a subsequent term upon C4HCO and the Partner’s continuing satisfaction of the terms of designation.

B. Termination. Either party may terminate this Agreement upon 30 days written advance written notice. C4HCO may terminate this Agreement for Partner’s failure to meet any requirement of the Agreement or should it at any time determine that such termination is in C4HCO’s best interest, provided that such termination shall be in writing and be provided to Partner at least thirty (30) days in advance of the effective date of termination.

C. Failure to perform and corrective action. If C4HCO becomes aware that Partner has failed or is failing to meet its representations or requirements under this Agreement, C4HCO will provide notice of the identified failure to the Partner. C4HCO may, but is not required, to provide the Partner with an opportunity to establish a corrective action plan approved by C4HCO including a period to cure the failure.

4. Liability. To the extent permitted by law, partner will be liable for the conduct of the CACs under their supervision, whether employed or volunteer, including (but not limited to) compliance with the roles and responsibilities as defined in section 14 of this Agreement, and processes and procedures developed by C4HCO. Partner will be required to hold C4HCO harmless for any legal claims or damages resulting from the actions of their CACs.

5. Project Administration.

- A. The Partner will directly administer the project as set forth in the application submitted.
- B. Partner must ensure all Certified Application Counselors under its supervision meet the requirements for certification as defined by C4HCO Attachment (2), and obtain certification prior to assisting customers.
- C. Partner agrees to retain customer authorization forms for ten (10) years and provide same to C4HCO on request for audit, complaint, or quality review.

6. Audit. The Partner agrees to participate in any audits required by C4HCO or its federal partners, including but not limited to the U.S. Department of Health and Human Services.

7. Non-Discrimination. The Partner is subject to Section 1557 of the Patient Protection and Affordable Care Act and its implementing regulations. The Partner may not discriminate against any employee, applicant for employment, or customer because of race, color, religion, sex, national origin, sexual orientation, disability or any other characteristic forbidden as a basis for discrimination by applicable laws.

8. Title VI and ADA Compliance. The Partner, its agents and employees shall seek to provide information in a culturally and linguistically appropriate manner in compliance with Title VI of the Civil Rights Act of 1964 and shall ensure accessibility and usability for individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act.

9. Reporting Requirements: The Partner agrees to submit an annual report on or before the date due, with information including but not limited to characteristics of populations served and numbers served per the instructions provided by C4HCO. Partner will bear all costs associated with copying and submitting requested reports.

- A. The Partner agrees to participate in an evaluation of C4HCO's program, including assisting with any data collection and information gathering, such as participation in surveys, site visits, meetings, and interviews with evaluators.

10. Conflict of Interest

A. Partner affirms that partner and all of its employees are not any of the prohibited entities and will not engage in any of the prohibited conduct specified in the Conflict of Interest and Conduct Policy (Attachment 3).

B. Partner shall comply with the Conflict of Interest and Conduct Policy and shall ensure that employees and volunteers under its supervision pursuant to this Agreement will comply with the Conflict of Interest and Conduct Policy for CACs as set forth and incorporated by reference in Attachment (4) of the Agreement.

C. Partner will remain free of conflicts during the term of this Agreement. Partner agrees that if an actual or potential conflict of interest arises after the date of this Agreement, all relevant facts and details of the conflict will be disclosed in writing immediately to C4HCO. This disclosure shall include a description of actions which the Partner has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has begun, the Partner shall continue performance until notified by C4HCO per the terms articulated in the Agreement of any further action to be taken.

D. Partner will not participate in lobbying activities on behalf of C4HCO.

11. Conduct, Roles and Responsibilities

A. Partner agrees to, and agrees to ensure that the employees and volunteers under its supervision pursuant to this Agreement will adhere to the duties of the Certified Application Counselor as described in 45 CFR 155.225 and as specified in the Conflict of Interest and Conduct Policy.

B. Partner will ensure that employees and volunteers under its supervision pursuant to this Agreement will not represent or conduct themselves in such a way that violates State of Colorado law governing the licensing and appointment of insurance producers, C.R.S. 10-2-401 et. seq.

C. Partner will ensure that employees and volunteers under its supervision pursuant to this Agreement will adhere to policies and procedures established by C4HCO.

12. General Requirements:

- A. The Partner shall conduct background investigations of its employees and volunteers performing work related to this Agreement as stated in the certification requirements (Attachment 2). Partner will ensure all staff interacting with clients or accessing the personal information of clients have completed a criminal background check and are, at a minimum, free of convictions of financial crimes, crimes against children, crimes against vulnerable adults, or violent offenses.
- B. Confidentiality. Partner may use confidential client and C4HCO information to carry out its requirements under this Agreement or as required by applicable law. Partner agrees to comply with applicable law including the ACA, HIPAA, Colorado State law and regulations promulgated thereunder regarding the confidentiality of personal health information.
- C. C4HCO Privacy and Security Standards. The Partner shall comply with C4HCO's privacy and security standards as set forth and incorporated by reference in Attachment (5) of the Agreement.
- D. Partner acknowledges and agrees to comply with any C4HCO advertising, marketing, and branding requirements, as determined by C4HCO and communicated to Partner from time to time. Partner may advertise or refer to itself as a "Connect for Health Colorado Designated Organization," but shall not represent itself as an agent or other representative of, or otherwise licensed or approved by C4HCO. C4HCO reserves the right to terminate a Partner under Section 10.B of this Agreement for acts of misrepresentation or false and misleading advertising, as solely determined by C4HCO.
- E. The laws of Colorado shall govern the interpretation and enforcement of this Agreement. Any claim, action, suit or proceeding relating to this Agreement shall be brought in the applicable State or Federal courts for the City and County of Denver, Colorado.
- F. The Partner may not sell, transfer, or otherwise delegate its designation or any of its obligations under this Agreement, or assign its rights, title, or interest in this Agreement, without the prior written consent of C4HCO. This Agreement shall bind any respective successors and assigns of the parties.
- G. Amendments. No amendment to this Agreement is binding unless it is in writing and signed by both parties. This contract supersedes any previous agreement between the parties, and is the full and complete expression of the agreement between them.
- H. The following items are incorporated by reference and made a part of this Agreement:

Attachment 1: Certified Application Counselor (CAC) Program Designated Organization Selection Criteria

Attachment 2: Certified Application Counselor Certification Requirements

Attachment 3: Connect for Health Colorado Assistance Network Conflict of Interest and Conduct Policy for Organizations

Attachment 4: Connect for Health Colorado Assistance Network Conflict of Interest and Conduct Policy (Health Coverage Guides, Certified Application Counselors)

Attachment 5: Privacy and Security Standards

13. Acceptance of Terms and Conditions: This document shall be signed by an individual legally authorized to execute contracts on behalf of the Partner, signifying agreement to comply with all the terms and conditions specified above.

The above terms and conditions of the Agreement are hereby accepted and agreed to:

For: Connect for Health Colorado (C4HCO)

By: _____

Date: _____

Printed Name and Title: Kevin Patterson, Chief Executive Officer

For: [Partner]

By: _____

Date: _____

Printed Name and Title: _____

Attachment 1

CONNECT FOR HEALTH COLORADO

Certified Application Counselor (CAC) Program Designated Organization

Selection Criteria

Connect for Health Colorado will designate organizations and certify their staff or volunteers to perform the duties of Certified Application Counselors. Designated organizations must submit an application for approval to Connect for Health Colorado and sign an agreement with Connect for Health Colorado. The criteria for selection and designation are:

- Must not be on the OIG List of Excluded Individuals/Entities
- Agreement to adhere to the Conflict of Interest and Conduct policy and Signed Connect for Health Colorado Conflict of Interest disclosures and mitigation plan
- Agree to assign staff or volunteers who will perform the duties of and meet the certification requirements of Certified Application Counselors
 - Agreement with staff or volunteers must include compliance with Connect for Health Colorado Certified Application Counselor certification requirements and Conflict of Interest and Conduct policy
 - Duties must be in compliance with 45 CFR § 155.225 (c)
- Agree to adhere to Connect for Health Colorado Privacy and Security Standards, and submit to audit of such
- Agree to refer customers with unmet language interpretation or translation needs to Connect for Health Colorado customer service network
- Agree to Connect for Health Colorado reporting and auditing on request
- Complete and sign an application with basic identifying information that meets the following qualifications:
 - Does not receive consideration directly or indirectly from any health insurance issuer or issuer of stop-loss insurance in connection with the enrollment of individuals in a QHP or non-QHP
 - Discloses all financial relationships with health insurance issuers and issuers of stop-loss insurance
 - Currently helping with financial assistance, application assistance, or enrollment into financial or health programs
 - Has existing policies and procedures in place to protect the privacy of customer information
 - Has existing policies and procedures in place for staff and volunteer background checks
 - Has a non-discrimination and inclusion policy and agree to provide services to customers in an inclusive way that does not discriminate on the basis of factors such as race, color, religion, sex, national origin, or sexual orientation
 - Has ADA accessible locations and services; provides reasonable accommodation

- Assignment of Program Manager/Supervisor to receive Connect for Health Colorado Supervisor/Administrative training
- Has policies and procedures in place for tracking performance of staff and/or volunteers including assessing and evaluating for quality and escalating customer complaints for resolution
 - Plan must include plan to regularly assess adherence to ADA and accommodation policy, privacy practices, and Certified Application Counselor duties

TERMS AND CONDITIONS OF CAC DESIGNATED ORGANIZATIONS

Once an organization has been designated by Connect for Health Colorado, the designation shall remain in effect with the following conditions:

- Changes to contact and organization information must be reported to Connect for Health Colorado
- Annually, a Designated Organization must complete a new application, attestations, and agreement
- Breaches in security or instances of compromise of privacy must be reported to Connect for Health Colorado immediately. This may result in the end of organization's designation
- Connect for Health Colorado reserves the right to inspect, assess, and audit the Site's security and privacy practices. Inadequate security and privacy practices may result in termination of designation
- Suspicion of fraud, identity theft, waste or abuse must be reported to Connect for Health Colorado
- Misuse of Connect for Health Colorado's brand and marketing standards may result in the end of the organization's designation
- If a quality audit shows trends of concern about an organization's ability to remain impartial or otherwise fulfill duties, Connect for Health Colorado may ask for a plan of action to improve performance, ask for an amended application, or terminate designation

Attachment 2

CONNECT FOR HEALTH COLORADO

CERTIFIED APPLICATION COUNSELOR CERTIFICATION REQUIREMENTS

For Connect for Health Colorado certification as a Certified Application Counselor, an individual must meet the following requirements:

- Completion of Connect for Health Colorado Certified Application Counselor training program
- Assignment by a Designated Organization. Assignment includes:
 - i. Documentation that individual is not on the OIG List of Excluded Individuals/Entities
 - ii. Attestation to adherence to Connect for Health Colorado Conflict of Interest and Conduct policy including acting in best interests of customer
 - iii. Documentation of signed Privacy and Security statement
 - iv. Documentation that background check was completed with satisfactory results
 - v. Documentation that Conflict of Interest disclosures has been signed and Connect for Health Colorado has been given any disclosures
 - vi. Agreement with the Designated Organization to perform duties of Certified Application Counselor and adherence to certification requirements

TERMS AND CONDITIONS OF CERTIFICATION APPLICATION COUNSELOR CERTIFICATION

Once a Certified Application Counselor is certified, certification shall remain in effect with the following conditions:

- Loss of assignment by Designated Organization will result in termination of certification
- Legal actions against a Certified Application Counselor that could result in inclusion on the OIG List of Excluded Individuals/Entities or would result in an unsatisfactory background check must be reported to Connect for Health Colorado and may result in termination of certification
- Changes in relationships that constitute a Conflict of Interest disclosure must be reported to Connect for Health Colorado and may result in termination of certification
- Breaches in security or instances of compromise of privacy must be reported to Connect for Health Colorado immediately and may result in termination of certification
- Connect for Health Colorado reserves the right to inspect, assess, and audit a Certified Application Counselor's security and privacy practices. Inadequate security and privacy practices may result in termination of certification
- Certified Application Counselors must complete update trainings to maintain expertise
- If quality audits show trends of concern about a Certified Application Counselor's ability to remain impartial or otherwise fulfill their duties, Connect for Health Colorado may ask for a plan of action for improvement or may terminate certification

Attachment 3

**Connect for Health Colorado Assistance Network
Conflict of Interest and Conduct Policy for Organizations
(Assistance Sites and Designated Organizations)**

Revised July 2016

It is Connect for Health Colorado's intent that the Connect for Health Colorado Assistance Network provides Connect for Health Colorado customers with impartial, high-quality, community-based education and information, and in-person assistance. In order to assure the delivery of high-quality services, to minimize or eliminate the existence of conflicts of interest and ensure the integrity of the program Connect for Health Colorado will:

1. Monitor for potential conflicts of interest during the Assistance Site and Designated Organization selection process, and throughout the term of agreement;
2. Provide robust initial and ongoing training that includes instruction on meeting the needs of underserved populations, providing impartial education, and in-person assistance with customer selection of a qualified health plan;
3. Require from Health Coverage Guides and Certified Application Counselors disclosures of affiliations that may present a direct or indirect conflict of interest;
4. Require Health Coverage Guides and Certified Application Counselors to disclose to customers any relationships within the last five years with a health insurance issuer or issuer of stop loss insurance, or those relationships of a spouse/partner may have or have had within the last five years with a health insurance issuer or issuer of stop loss insurance, and any anticipated relationships;
5. Monitor Health Coverage Guide and Certified Application Counselor enrollment practices for trends that could point to steering;
6. Monitor customer feedback on their experience in working with Health Coverage Guides and Certified Application Counselors;
7. As circumstances command where a conflict of interest arises, require mitigation, revocation of certification, or termination of the agreement with Assistance Site or Designated Organization; and
8. Will not, except as otherwise provided under § 155.705(d), require that Health Coverage Guides or Certified Application Counselors refer customers to others who are not required to provide fair, accurate, and impartial information

1. Prohibition on conduct

- 1.1. As required by 45 CFR 155.210 (d) a **Navigator [Health Coverage Guide] or Navigator entity [Assistance Site]** must not:
 - 1.1.1. Be a health insurance issuer or issuer of stop loss insurance
 - 1.1.2. Be a subsidiary of a health insurance issuer or issuer of stop loss insurance
 - 1.1.3. Be an association that includes members of, or lobbies on behalf of, the insurance industry;or

- 1.1.4. Receive any consideration directly or indirectly from any health insurance issuer or issuer of stop loss insurance in connection with the enrollment of any individuals or employees in a QHP [qualified health plan] or non-QHP [qualified health plan]¹
- 1.1.5. Charge an applicant or enrollee, or request or receive any form of remuneration from or on behalf of an individual applicant or enrollee, for application or other assistance related to Health Coverage Guide duties
- 1.1.6. Provide to an applicant or potential enrollee gifts of any value as an inducement for enrollment. The value of gifts provided to applicants and potential enrollees for purposes other than as an inducement for enrollment must not exceed nominal value, either individually or in the aggregate, when provided to that individual during a single encounter.²
- 1.1.7. Use Marketplace funds to purchase gifts or gift cards, or promotional items that market or promote the products or services of a third party, that would be provided to any applicant or potential enrollee
- 1.1.8. Solicit any customer for application or enrollment assistance by going door-to-door or through other unsolicited means of direct contact, including calling a customer to provide application or enrollment assistance without the customer initiating the contact, unless the individual has a pre-existing relationship with the individual Health Coverage Guide or Assistance Site and other applicable State and Federal laws are otherwise complied with³
- 1.1.9. Initiate any telephone call to a customer using an automatic telephone dialing system or an artificial or prerecorded voice, except in cases where the individual Health Coverage Guide or Assistance Site has a relationship with the customer and so long as other applicable State and Federal laws are otherwise complied with

- 1.2. As required by 45 CFR 155.225 (g) a **Designated Organization** or **Certified Application Counselor** must not:
 - 1.2.1. Impose any charge on applicants or enrollees for application or other assistance related to the Exchange

¹The comments in the final federal regulations state, ““consideration,” as used in § 155.210(d)(4) of the final rule, should be interpreted to both mean financial compensation—including monetary or in-kind of any type, including grants—as well as any other type of influence a health insurance issuer could use, including but not limited to things such as gifts and free travel, which may result in steering individuals to particular QHPs offered in the Exchange or plans outside of the Exchange.”” Patient Protection and Affordable Care Act; Establishment of Exchanges and Qualified Health Plans; Exchange Standards for Employers; Final Rule and Interim Final Rule,” Federal Register 77:59 (March 27, 2012) 18333. Connect for Health Colorado thus interprets the words “indirect consideration” to mean in-kind compensation and other types of influence as stated above. Connect for Health Colorado further interprets this provision to say that Health Coverage Guides and Assistance Sites cannot receive compensation (cash or in-kind) for enrollment.

²Because the definition of ‘nominal value’ is debatable, Connect for Health Colorado believes Assistance Sites and Health Coverage Guides should avoid the use of gift cards or gifts, despite value. Connect for Health Colorado interprets the prohibition on gifts to include gifts given in consideration of an appointment, as people who meet with Health Coverage Guides are inherently potential enrollees. Connect for Health Colorado interprets gifts to include non-tangible gifts such as the relief of bad debt.

³Outreach and education activities may be conducted by going door-to-door or through other unsolicited means of direct contact. “Solicit” means attempting to sell insurance, asking or urging a person to apply for a particular kind of insurance from a particular company, or asking or urging a person to use the services of, or services in connection with activities as, a public adjuster. CRS 10-2-103 (11)

- 1.2.2. Receive any consideration directly or indirectly from any health insurance issuer or issuer of stop-loss insurance in connection with the enrollment of any individuals in a QHP or a non-QHP.
- 1.2.3. Provide gifts, including gift cards or cash, unless they are of nominal value individually and in aggregate, or provide promotional items that market or promote the products or services of a third party, to any applicant or potential enrollee as an inducement for enrollment⁴
- 1.2.4. Solicit any customer for application or enrollment assistance by going door-to-door or through other unsolicited means of direct contact, including calling a customer to provide application or enrollment assistance without the customer initiating the contact, unless the individual has a pre-existing relationship with the individual Certified Application Counselor or Designated Organization and other applicable State and Federal laws are otherwise complied with⁵
- 1.2.5. Initiate any telephone call to a customer using an automatic telephone dialing system or an artificial or prerecorded voice, except in cases where the individual Certified Application Counselor or Designated Organization has a relationship with the customer and so long as other applicable State and Federal laws are otherwise complied with

1.3. An Assistance Site or Designated Organization must not:

- 1.3.1. Be a provider entity (including, but not limited to, hospitals, clinics, and physician practices) that is directly owned by, a subsidiary of, or exclusively contracts with, a single insurer or its subsidiaries, except in cases where the provider can demonstrate that due to geography or other factors, there are significant limitations on available insurers with whom to contract

- 1.3.2. Receive any consideration directly or indirectly from any health insurance producer in connection with the enrollment of any individuals or employees in a QHP [qualified health plan] or non-QHP [qualified health plan]

2. Conflict of Interest and Conduct. An Assistance Site or Designated Organization:

- 2.1. Shall not allow any philosophical, financial or non-financial interests or affiliations to influence, or appear to influence, the ability to impartially deliver services or assure that the Health Coverage Guides or Certified Application Counselors employed, contracted or otherwise supervised are able to impartially perform their duties
- 2.2. Shall disclose to Connect for Health Colorado and to customers all philosophical, financial and non-financial interests or affiliations that may present a conflict of interest, including professional relationships between the entity and any health insurance issuer
- 2.3. Shall not be any of the prohibited entities described in Paragraph 1, above
 - 2.3.1. Assistance Sites and Designated Organizations shall disclose to Connect for Health Colorado and customers all relationships with prohibited entities as described in paragraph 1, above
 - 2.3.2. Assistance Sites and Designated Organizations receiving any cash or in-kind compensation from health insurance issuers shall disclose to Connect for Health Colorado and customers the nature of the compensation, what the compensation is intended to support, and from whom it is received

⁴Footnote 2 applies also to Designated Organizations and Certified Application Counselors

⁵See Footnote 3

- 2.4. Shall not direct or permit Health Coverage Guides or Certified Application Counselors to solicit or persuade customers to enroll in any specific health insurance plan, switch from one carrier to another, or select a particular provider
- 2.5. Shall not direct or permit Health Coverage Guides or Certified Application Counselors to use gifts to induce customers to apply or enroll in health coverage
- 2.6. Shall not charge for services provided by Health Coverage Guides or Certified Application Counselors and shall not otherwise utilize the Assistance Network, or their association with the Assistance Network for lead generation or profit
- 2.7. Shall not direct or permit Health Coverage Guides or Certified Application Counselors to solicit any customer for application or enrollment assistance by going door-to-door or through other unsolicited means of direct contact, including calling a customer to provide application or enrollment assistance without the customer initiating the contact, unless the individual has a preexisting relationship with the Assistance Site or Designated Organization and other applicable State and Federal laws are otherwise complied with. However, outreach and education activities may be conducted by going door-to-door or through other unsolicited means of direct contact, including calling a customer
- 2.8. Shall not direct or permit Health Coverage Guides or Certified Application Counselors to initiate any telephone call to a customer using an automatic telephone dialing system or an artificial or prerecorded voice, except in cases where the Assistance Site or Designated Organization has a relationship with the customer and so long as other applicable State and Federal laws are otherwise complied with
- 2.9. Shall not utilize interests or affiliations for purposes of soliciting or persuading customers to enroll in a specific health insurance plan, switch from one plan to another, or to select a particular provider or broker
- 2.10. Shall monitor Health Coverage Guides or Certified Application Counselors they employ, contract with or otherwise supervise for fair and impartial performance of duties
- 2.11. Shall adhere to Connect for Health Colorado reporting, monitoring, and evaluation requirements
- 2.12. Shall not direct or permit Health Coverage Guides or Certified Application Counselors to act as an authorized representative for customers of Connect for Health Colorado.

Attachment 4

**Connect for Health Colorado Assistance Network
Conflict of Interest and Conduct Policy
(Health Coverage Guides, Certified Application Counselors)**

Revised July 2016

It is Connect for Health Colorado's intent that the Connect for Health Colorado Assistance Network provides Connect for Health Colorado customers with impartial, high-quality, community-based education and information, and in-person assistance. In order to assure the delivery of high-quality services, to minimize or eliminate the existence of conflicts of interest and ensure the integrity of the program Connect for Health Colorado will:

Monitor for potential conflicts of interest during the Assistance Site and Designated Organization selection process, and throughout the term of agreement;

1. Provide robust initial and ongoing training that includes instruction on meeting the needs of underserved populations, providing impartial education, and in-person assistance with customer selection of a qualified health plan;
2. Require from Health Coverage Guides and Certified Application Counselors disclosures of affiliations that may present a direct or indirect conflict of interest;
3. Require Health Coverage Guides and Certified Application Counselors to disclose to customers any relationships within the last five years with a health insurance issuer or issuer of stop loss insurance, or those relationships of a spouse/partner may have or have had within the last five years with a health insurance issuer or issuer of stop loss insurance, and any anticipated relationships;
4. Monitor Health Coverage Guide and Certified Application Counselor enrollment practices for trends that could point to steering;
5. Monitor customer feedback on their experience in working with Health Coverage Guides and Certified Application Counselors;
6. As circumstances command where a conflict of interest arises, require mitigation, revocation of certification, or termination of the agreement with Assistance Site or Designated Organization; and
7. Will not, except as otherwise provided under § 155.705(d), require that Health Coverage Guides or Certified Application Counselors refer customers to others who are not required to provide fair, accurate, and impartial information

1.1.1 Prohibition on conduct

- 1.4. As required by 45 CFR 155.210 (d) a **Navigator [Health Coverage Guide] or Navigator entity [Assistance Site]** must not:
 - 1.4.1. Be a health insurance issuer or issuer of stop loss insurance
 - 1.4.2. Be a subsidiary of a health insurance issuer or issuer of stop loss insurance
 - 1.4.3. Be an association that includes members of, or lobbies on behalf of, the insurance industry;or

- 1.4.4. Receive any consideration directly or indirectly from any health insurance issuer or issuer of stop loss insurance in connection with the enrollment of any individuals or employees in a QHP [qualified health plan] or non-QHP [qualified health plan]⁶.
 - 1.4.5. Charge an applicant or enrollee, or request or receive any form of remuneration from or on behalf of an individual applicant or enrollee, for application or other assistance related to Health Coverage Guide duties.
 - 1.4.6. Provide to an applicant or potential enrollee gifts of any value as an inducement for enrollment. The value of gifts provided to applicants and potential enrollees for purposes other than as an inducement for enrollment must not exceed nominal value, either individually or in the aggregate, when provided to that individual during a single encounter.⁷
 - 1.4.7. Use Marketplace funds to purchase gifts or gift cards, or promotional items that market or promote the products or services of a third party that would be provided to any applicant or potential enrollee.
 - 1.4.8. Solicit any customer for application or enrollment assistance by going door-to-door or through other unsolicited means of direct contact, including calling a customer to provide application or enrollment assistance without the customer initiating the contact, unless the individual has a pre-existing relationship with the individual Health Coverage Guide or Assistance Site and other applicable State and Federal laws are otherwise complied with.⁸
 - 1.4.9. Initiate any telephone call to a customer using an automatic telephone dialing system or an artificial or prerecorded voice, except in cases where the individual Health Coverage Guide or Assistance Site has a relationship with the customer and so long as other applicable State and Federal laws are otherwise complied with.
- 1.5. As required by 45 CFR 155.225 (g) a **Designated Organization** or **Certified Application Counselor** must not:
- 1.5.1. Impose any charge on applicants or enrollees for application or other assistance related to the Exchange.

⁶The comments in the final federal regulations state, ““consideration,” as used in § 155.210(d)(4) of the final rule, should be interpreted to both mean financial compensation—including monetary or in-kind of any type, including grants—as well as any other type of influence a health insurance issuer could use, including but not limited to things such as gifts and free travel, which may result in steering individuals to particular QHPs offered in the Exchange or plans outside of the Exchange.”” Patient Protection and Affordable Care Act; Establishment of Exchanges and Qualified Health Plans; Exchange Standards for Employers; Final Rule and Interim Final Rule,” Federal Register 77:59 (March 27, 2012) 18333. Connect for Health Colorado thus interprets the words “indirect consideration” to mean in-kind compensation and other types of influence as stated above. Connect for Health Colorado further interprets this provision to say that Health Coverage Guides and Assistance Sites cannot receive compensation (cash or in-kind) for enrollment.

⁷Because the definition of ‘nominal value’ is debatable, Connect for Health Colorado believes Assistance Sites and Health Coverage Guides should avoid the use of gift cards or gifts, despite value. Connect for Health Colorado interprets the prohibition on gifts to include gifts given in consideration of an appointment, as people who meet with Health Coverage Guides are inherently potential enrollees. Connect for Health Colorado interprets gifts to include non-tangible gifts such as the relief of bad debt.

⁸Outreach and education activities may be conducted by going door-to-door or through other unsolicited means of direct contact. "Solicit" means attempting to sell insurance, asking or urging a person to apply for a particular kind of insurance from a particular company, or asking or urging a person to use the services of, or services in connection with activities as, a public adjuster. CRS 10-2-103 (11)

- 1.5.2. Receive any consideration directly or indirectly from any health insurance issuer or issuer of stop-loss insurance in connection with the enrollment of any individuals in a QHP or a non-QHP.
- 1.5.3. Provide to an applicant or potential enrollee gifts of any value as an inducement for enrollment. The value of gifts provided to applicants and potential enrollees for purposes other than as an inducement for enrollment must not exceed nominal value, either individually or in the aggregate, when provided to that individual during a single encounter.⁹
- 1.5.4. Solicit any customer for application or enrollment assistance by going door-to-door or through other unsolicited means of direct contact, including calling a customer to provide application or enrollment assistance without the customer initiating the contact, unless the individual has a pre-existing relationship with the individual Certified Application Counselor or Designated Organization and other applicable State and Federal laws are otherwise complied with.¹⁰
- 1.5.5. Initiate any telephone call to a customer using an automatic telephone dialing system or an artificial or prerecorded voice, except in cases where the individual Certified Application Counselor or Designated Organization has a relationship with the customer and so long as other applicable State and Federal laws are otherwise complied with.
- 1.6. A Health Coverage Guide or Certified Application Counselor must not:
 - 1.6.1. Be a provider employee or volunteer (including, but not limited to, hospitals, clinics, and physician practices) that is directly owned by, a subsidiary of, or exclusively contracts with, a single insurer or its subsidiaries, except in cases where the provider can demonstrate that due to geography or other factors, there are significant limitations on available insurers with whom to contract.
 - 1.6.2. Receive any consideration directly or indirectly from any health insurance producer in connection with the enrollment of any individuals or employees in a QHP [qualified health plan] or non-QHP [qualified health plan].

2. Conflict of Interest and Conduct. A Health Coverage Guide or Certified Application Counselor:

- 2.1. Shall not allow any philosophical, professional or personal financial or non-financial interests to influence, or appear to influence, the ability of the Health Coverage Guide or Certified Application Counselor to perform his/her duties impartially
- 2.2. Must act in the best interest of their customers
- 2.3. Shall disclose to Connect for Health Colorado and to customers personal and professional, financial and non-financial interests that may present a conflict of interest
- 2.4. Shall obtain authorization from their customers, prior to accessing any Personally Identifiable Information. This authorization must inform the customer of the Health Coverage Guide or Certified Application Counselor responsibilities, and disclose potential conflicts of interest to the customer. The authorization must disclose any relationships within the last five years with a

⁹Footnote 2 applies also to Designated Organizations and Certified Application Counselors

¹⁰See Footnote 3

health insurance issuer or issuer of stop loss insurance, or those relationships of a spouse/partner may have or have had within the last five years with a health insurance issuer or issuer of stop loss insurance, and any anticipated relationships. The authorization will disclose to the customer that no tax or legal advice will be given. The form will also advise the customer of the right to revoke the authorization at any time. These forms shall be kept no less than 6 years

- 2.5. Shall attest that they are not an entity or employed by an entity as described in Paragraph 1, supra
- 2.6. Shall not receive direct or indirect consideration from any health insurance issuer in connection with enrollment of individuals or employees
- 2.7. Shall not charge for their services
- 2.8. Shall provide to customer's impartial information about all plans for which customers are eligible and shall not allow personal or professional interests to influence the customers' decisions. In an effort to maintain impartiality in providing assistance:
 - 2.8.1. Health Coverage Guides and Certified Application Counselors must not in any way solicit or persuade customers to enroll in any specific health insurance plan.
 - 2.8.2. Health Coverage Guides and Certified Application Counselors must not in any way solicit or persuade customers to switch from one health insurance issuer to another.
 - 2.8.3. Health Coverage Guides and Certified Application Counselors must not in any way persuade or compel customers to select a particular provider, but may assist a customer in locating or selecting a provider.
 - 2.8.4. Health Coverage Guides and Certified Application Counselors must not in any way solicit or persuade customers to engage a particular agent or broker, but may assist a customer in locating or selecting a broker.
- 2.9. Shall not use their role as a Health Coverage Guide or Certified Application Counselor for lead generation or profit.
- 2.10. Shall adhere to Connect for Health Colorado reporting, monitoring, and evaluation requirements.
- 2.11. Shall not act as an authorized representative for customers of Connect for Health Colorado.

Attachment 5

Privacy and Security Standards

Partner shall:

(a) Not use or disclose C4HCO information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with or exceed C4HCO supplied policies and guidance with respect to C4HCO information, to prevent use or disclosure of information other than as provided for by the Agreement;

(c) Report to C4HCO any use or disclosure of C4HCO information not provided for by the Agreement of which it becomes aware, including breaches of unsecured C4HCO information, and any security incident of which it becomes aware;

(d) Ensure that all of Partner's subcontractors that create, receive, maintain, or transmit C4HCO information on behalf of the Partner agree to the same restrictions, conditions, and requirements that apply to the Partner with respect to such information;

(e) Maintain and make available the information regarding accounting of disclosures; and

(f) Make its internal practices, books, and records available to C4HCO for purposes of determining compliance with the C4HCO Policies and Guidance.