



## **Certified Application Counselor Program Designated Organization Agreement**

This Connect for Health 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 Program which will designate organizations to supervise Certified Application Counselors 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 and authorizes Partner 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. Compliance with C4HCO Policies and Applicable Laws. Partner shall comply with all C4HCO policies and procedures now in effect, or hereafter adopted, all instructions as may from time to time be given to Partner 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.

B. No Prior or Ongoing Disciplinary Action. 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. 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.

- C. Services at No Charge. Partner shall provide application assistance without charging customers or making assistance conditional on any other relationship, purchase, or direct or indirect consideration.

3. Liability, Insurance and Indemnification: Partner will be liable for the conduct of the Certified Application Counselors under their supervision, whether employed or volunteer, including (but not limited to) compliance with the roles and responsibilities set out in the Connect for Health Colorado Certified Application Counselor Program Announcement and this Connect for Health Colorado Certified Application Counselor Program 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 Certified Application Counselors. Partners will be required to show proof of insurance in the form of specific coverages and policy limits as specified in subparagraph A. of this paragraph, and provide C4HCO with satisfactory evidence of its compliance with this requirement during the term of this agreement upon request. Failure to comply with the insurance requirements may result in termination of this Agreement.

A. Insurance Coverage. Partner shall at all times maintain at least: General Liability of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate; Employee Crime/Dishonesty of at least \$250,000 per occurrence; and Privacy of at least \$1,000,000. Partner will be required to show proof of insurance prior to designation and provide C4HCO with satisfactory evidence of its compliance with this requirement during the term of this Agreement upon request. B.

Indemnification. Partner agrees to indemnify, defend and hold C4HCO harmless for any and all legal claims or damages resulting from Partner's breach of any representations or requirements or from Partner's negligent acts or omissions under this Agreement.

4. Advertising and Marketing. Partner acknowledges and agrees to comply with any C4HCO advertising, marketing, and branding requirements, as determined by C4HCO and communicated to Provider 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.

5. Failure to perform and corrective action. If Partner 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 provide the Partner with an opportunity to establish a corrective action plan approved by C4HCO including a period to cure the failure.
6. Duty to Customer. Partner agrees to act in the best interest of the customer and 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.
7. Non-Discrimination. The Partner may not discriminate against any employee, applicant for employment, or customer because of race, color, religion, sex, national origin, sexual orientation, 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. Confidentiality of Information/Privacy and Security.
  - A. 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 Colorado Insurance Code, ACA, HIPAA, and Colorado State law regarding the confidentiality of personal health information.
  - B. 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 2 of the Agreement.
10. Term and Termination.
  - A. Term. This Agreement is effective upon its execution by the parties and shall be in effect for not longer than twelve (12) months 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.

11. Project Administration: The Partner will directly administer the project as set forth in the application submitted in response to the Connect for Health Colorado Certified Application Counselor Program Announcement.

A. Designation: The Partner must meet designation requirements as defined by C4HCO.

B. Conduct, Roles and Responsibilities

i. Partner agrees to ensure that the employees and volunteers under its supervision pursuant to this Agreement will adhere to requirements as set forth at 45 CFR § 155.225 and the role as defined in the Connect for Health Colorado Certified Application Counselor Program Announcement.

ii. 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. CAC Certification: Partner must ensure all Certified Application Counselors under its supervision meet the requirements for certification as defined by Connect for Health Colorado and listed below, and obtain certification prior to assisting customers. A Certified Application Counselor certification plan shall be presented to C4HCO prior to execution of this agreement and shall require at a minimum:

- i. Partner agrees to ensure that all staff it intends to certify as Certified Application Counselors have undergone and passed a criminal background check which shows they are free of conviction for financial crimes, crimes against children or vulnerable adults, and violent offenses.
- ii. Partner agrees to ensure all staff it intends to certify as Certified Application Counselors meet the initial training requirements on marketplace overview, privacy and security, qualified health and dental plans, insurance affordability programs, including passage at 80% or better prior to certification. Partner agrees to meet additional training requirements as a condition of continued certification under the Agreement as

designated by C4HCO from time to time. C4HCO will provide schedules and details of its training programs to Partner in advance.

- iii. Monitoring that includes a plan to regularly assess adherence to privacy and security practices, role, accuracy of guidance given to customers, and training standards.
- iii. Duties and Standards of Certification must be in compliance with 45 CFR § 155.225 (c) and (d).

12. Audit and 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 Connect for Health Colorado. 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.

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

13. Failure to perform and corrective action: If it is apparent that the Partner is failing to meet its obligations under this Agreement, Connect for Health Colorado will provide notice of the identified failure to the Partner, an opportunity to establish a corrective action plan approved by Connect for Health Colorado, and at least thirty (30) days to cure. Failure to cure will result in suspension or cancellation of the partnership and associated certification.

14. Conflict of Interest

A. Partner affirms that Partner and all of its employees agree to act at all times in the best interest of the applicants assisted, as required under 45 CFR 155.225(c)(4).

B. Partner and its employees will make full disclosure in writing to Connect for Health Colorado of any conflicts of interests and make disclosure of conflicts of interest to all customers prior to the provision of application assistance.

15. General Requirements:

A. The Partner shall comply with terms and conditions as set forth in the Connect for Health Colorado Certified Application Counselor Program Announcement, the Partner's application including any subsequently submitted revisions incorporated as Attachment 1, and the terms of this Agreement.

B. Venue and Jurisdiction. 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.

C. Nonassignment. The Partner may not sell, transfer, or otherwise assign its designation or any of its obligations under this Agreement, or 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.

D. Amendments. No amendment to this Agreement is binding unless it is in writing and signed by both parties.

E. The following items are incorporated by reference and made a part of this Agreement.

Attachment 1: Partner's Application submitted in response to the Connect for Health Colorado Certified Application Counselor Program Announcement, including any subsequently submitted revisions to same.

Attachment 2: Privacy and Security Standards

16. 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 as of the date specified:

For: Colorado Health Benefit Exchange

By: \_\_\_\_\_

Date: \_\_\_\_\_

For: [Partner]

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment 1

Partner's Application



## Attachment 2

### 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) If applicable, ensure that any 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.