

Covered California/ **San Benito County HHS Public Health Services**

**Exhibit A**  
**(Standard Agreement)**

**SCOPE OF WORK**

**A. Purpose**

The mission of the Covered California is to increase the number of insured Californians, improve health care quality, lower costs, and reduce health disparities through an innovative, competitive marketplace that empowers consumers to choose the health plan and providers that give them the best value.

The purpose of this agreement is to secure the services of a Certified Application Entity (hereinafter referred to as "Contractor") to facilitate the enrollment of Consumers into Qualified Health Plans offered by the Exchange as well as other insurance affordability programs. Contractor will retain Certified Application Counselors to provide consumers with enrollment assistance.

**B. Background Clearance**

If the Contractor must access any confidential information, this provision must be completed prior to implementing any portion of this scope of work.

Prior to accessing any confidential information, personal identifying information, personal health information, federal tax information, or financial information contained in the information systems and devices of Covered California, or any other information as required by federal and State law or guidance, all staff, including employees, contract or subcontract personnel, vendors or volunteers who perform services under this Agreement must comply with the criminal background check requirements set forth in Government Code section 1043, and its implementing regulations set forth in California Code of Regulations, Title 10, section 6456. Contractor shall bear all costs associated with obtaining clearance for each said employee.

**C. Contract Amendment**

Covered California may, at its sole discretion, extend the term of the contract for up to five years.

**D. General Scope or Tasks**

1. Contractor and all affiliated Certified Application Counselors shall perform all applicable requirements as set forth in in the California Code of Regulations, Title 10, Chapter 12, Article 11 (10 CCR § 6850, et al.) and 45 C.F.R. § 155.225.

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2. Prior to accessing any confidential information, personal identifying information, personal health information, federal tax information, or financial information contained in the information systems and devices of Covered California, or any other information as required by federal and state law or guidance, all staff, including employees, contract or sub-contract personnel, vendors or volunteers, who perform services under this agreement, must comply with the criminal background check requirements set forth in Government Code section 1043, and its implementing regulations set forth in California Code of Regulations, Title 10, Section 6456.
3. Contractor shall disclose all conflicts of interest as required by 10 CCR § 6866 and will comply with all conflict of interest standards as set forth therein.
4. Contractor certifies that it has a written plan to remain free of conflicts of interest while carrying out consumer assistance functions under this Agreement. This plan shall be made available upon request to Covered California.
5. Contractor certifies that it will establish procedures to withdraw certification from any Certified Application Counselors who fail to comply with contractual requirements or any applicable laws and regulations.
6. Contractor will maintain a registration process and method to track the performance of its Certified Application Counselors.
7. Contractor shall ensure that its Certified Application Counselors take recertification training on an annual basis as directed by Covered California.
8. Contractor may authorize an individual to perform the duties of a Certified Application Counselor only if the individual:
  - a. Completes Covered California's certification training on all subjects as outlined in 10 CCR § 6860. Those subjects include, but are not limited to:
    - i. Qualified Health Plans (including the metal levels described at 45 C.F.R. § 156.140(b)), and how they operate, including benefits covered, payment processes, rights and processes for appeals and grievances, and contacting individual plans;

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- ii. The full range of insurance affordability programs, including Medicaid, the Children's Health Insurance Program, and other public programs;
- iii. The tax implications of enrollment decisions;
- iv. Eligibility requirements for premium tax credits and cost-sharing reductions, and the impacts of premium tax credits on the cost of premiums;
- v. Contact information for appropriate federal, state, and local agencies for consumers seeking additional information about specific coverage options not offered through Covered California;
- vi. Basic concepts about health insurance and Covered California; the benefits of having health insurance and enrolling through Covered California; and the individual responsibility to have health insurance;
- vii. Eligibility and enrollment rules and procedures, including how to appeal an eligibility determination;
- viii. Providing culturally and linguistically appropriate services;
- ix. Ensuring accessibility for people with any disability;
- x. Understanding differences among health plans;
- xi. Privacy and security standards applicable under 45 C.F.R. § 155.260 for handling and safeguarding consumers' personally identifiable information;
- xii. Working effectively with individuals with limited English proficiency, people with disabilities, people of any gender identity, people of any sexual orientation, and vulnerable, rural, and underserved populations;
- xiii. Customer service standards;
- xiv. Outreach and education methods and strategies;

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- xv. Applicable administrative rules, processes, and systems related to Covered California and its Qualified Health Plans (QHP); and
  - xvi. Procedures for assisting consumers with voter registration in compliance with 10 CCR § 6462.
- b. Discloses to Contractor (or to Covered California, if applicable) any relationships with Covered California's health issuers, insurance affordability programs, and potential conflicts of interest as set forth in 10 CCR § 6866.
  - c. Complies with the Covered California's privacy and security standards adopted consistent with 45 C.F.R. §155.260 and set forth in **Exhibit C**.
  - d. Agrees to act in the best interest of all consumers who receive assistance;
  - e. Either directly or through an appropriate referral to a Navigator or non-Navigator assistance personnel authorized under 45 C.F.R. §155.205(d) and (e) or §155.210, or to the Covered California call center authorized under §155.205(a), provides information in a manner that is accessible to individuals with disabilities, as defined by the Americans with Disabilities Act, as amended, 42 U.S.C. 12101 et seq. and section 504 of the Rehabilitation Act, as amended, 29 U.S.C. 794;
  - f. Enters into an agreement provided by Covered California or Contractor that outlines—at a minimum—roles and responsibilities; conflict of interest standards; training requirements; and privacy/security requirements.
  - g. Is recertified, on at least an annual basis, after successfully completing recertification training as required by Covered California.
7. Contractor shall ensure that its Certified Application Counselors perform the following functions:
- a. Provide information to consumers about the full range of QHP options and insurance affordability programs for which they are eligible, which includes providing fair, impartial, and accurate information that assists consumers with submitting the eligibility application; clarifying the distinctions among health coverage options, including QHPs; and helping

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consumers make informed decisions during the health coverage selection process;

- b. Assist consumers in applying for coverage in a QHP through Covered California and other insurance affordability programs;
- c. Facilitate enrollment of eligible consumers into QHPs and insurance affordability programs;
- d. Ensure that voter registration assistance is available in compliance with 10 CCR § 6462;
- e. Comply with any applicable federal or state laws and regulations;
- f. Provide referrals to any applicable office of health insurance Consumer Assistance or health insurance ombudsman established under Section 2793 of the Public Health Service Act, 42 U.S.C. § 300gg-93, or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage;
- g. Provide referrals to licensed tax advisers, tax preparers, or other resources for assistance with tax preparation and tax advice related to consumer questions about Covered California's application and enrollment process, exemptions from the requirement to maintain minimum essential coverage and from the individual shared responsibility payment, and premium tax credit reconciliations;
- h. Inform the consumer that the Certified Application Counselor cannot choose a health insurance plan on the consumer's behalf;
- i. Inform the consumer that his or her personally identifiable information will be kept private and secure in accordance with the standards set forth in this Agreement and in 45 C.F.R. § 155.260;
- j. Inform the consumer that if the Certified Application Counselor cannot assist the consumer, he or she will refer the consumer to another Certified Application Counselor or the Covered California Call Center;
- k. Inform the consumer that the Certified Application Counselor will not charge a fee in exchange for performing the duties described in this section;

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- l. Inform the consumer that the assistance is based only on the information provided by the consumer, and if the information given is inaccurate or incomplete, the Certified Application Counselor may not be able to offer assistance;
  - m. Inform the consumer that the Certified Application Counselor cannot choose a health insurance plan on the consumer's behalf;
  - n. Inform the consumer that the Certified Application Counselor will provide the consumer with information regarding the health insurance options and insurance affordability programs for which he or she may be eligible;
  - o. Inform the consumer that the assistance is based only on the information provided by the consumer, and if the information given is inaccurate or incomplete, the Certified Application Counselor may not be able to offer assistance; and
  - p. Wear a badge issued by Covered California at all times when performing duties.
- 8. Prior to receiving access to any consumer's personally identifiable information, Contractor and its Certified Application Counselors shall:
  - a. Inform the consumer that the Certified Application Counselor must obtain his or her authorization prior to accessing any personally identifiable information;
  - b. Inform each consumer of the roles and responsibilities of the Certified Application Counselor as set forth in this section;
  - c. Inform each consumer that Certified Application Counselors are not acting as tax advisers or attorneys when providing assistance as Certified Application Counselors and cannot provide tax or legal advice within their capacity as Certified Application Counselors;
  - d. Obtain oral or written authorization from the consumer to access the consumer's personally identifiable information;
    - i. Written authorization shall contain a consumer's signature and a written attestation completed by the Certified Application Counselor affirming under penalty of perjury that the Certified Application Counselor:



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1. Is a Certified Application Counselor affiliated with a Certified Application Entity;
  2. Conveyed all required information to the consumer in a language and manner which he or she understands; and.
  3. Obtained written authorization from the consumer consenting to the release of his or her personally identifiable information in order to fulfill all duties.
- ii. Oral authorization shall be accompanied by a written attestation completed by the Certified Application Counselor affirming under penalty of perjury that the Certified Application Counselor:
1. Is a Certified Application Counselor affiliated with a Certified Application Entity;
  2. Conveyed all required information to the consumer in a language and manner which he or she understands; and.
  3. Obtained written authorization from the consumer consenting to the release of his or her personally identifiable information in order to fulfill all duties.
- e. Inform the consumer that his or her authorization may be revoked at any time; and
- f. Maintain a record of the consumer's authorization for a minimum of ten (10) years.
9. Contractor and its Certified Application Counselors must not:
- a. Impose any charge on applicants or enrollees for application or other assistance related to Covered California;
  - b. Be a QHP;
  - c. 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.
  - d. Provide gifts, including gift cards or cash or provide promotional items that market or promote the products or services of a third

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party, to any applicant or potential enrollee 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. The nominal value is equal to or less than \$15. Gifts of nominal value may not include beer, wine, liquor, cigarettes, tobacco, or lottery tickets. Gifts, gift cards, or cash may be provided for the purpose of providing reimbursement for legitimate expenses incurred by a consumer in an effort to receive application assistance, such as, but not limited to, travel or postage expenses;

- e. Solicit any consumer for application or enrollment assistance by going door-to-door or through other unsolicited means of direct contact, including calling a consumer to provide application or enrollment assistance without the consumer initiating the contact, unless the individual has a pre-existing relationship with the Certified Application Counselor or designated organization and other applicable State and Federal laws are otherwise complied with. Outreach and education activities may be conducted by going door-to-door or through other unsolicited means of direct contact, including calling a consumer;
- f. Initiate any telephone call to a consumer using an automatic telephone dialing system or an artificial or prerecorded voice, except in cases where the Certified Application Counselor or designated organization has a relationship with the consumer and so long as other applicable State and Federal laws are otherwise complied with.
- g. Mail the paper application for the consumer;
- h. Coach the consumer to provide inaccurate information on the application regarding income, residency, immigration status, and other eligibility criteria;
- i. Coach or recommend one plan or provider over another;



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- j. Accept any premium payments from the consumer;
  - k. Input any premium payment information on behalf of the consumer;
  - l. Pay any part of the premium or provide any form of consideration to the consumer on behalf of the consumer;
  - m. Intentionally create multiple applications from the same household;  
or
  - n. Invite, influence, or arrange for an individual whose existing coverage through an eligible employer-sponsored plan is affordable and provides minimum value to separate from employer-based group health coverage.
10. Certified Application Counselors shall include the following in a consumer's application to Covered California:
- a Name and certification number of the Certified Application Counselor;
  - b Name of the Certified Application Entity and the Certified Application Entity Number; and
  - c Signature and date of signature by the Certified Application Counselor.
11. To ensure that information provided as part of any consumer assistance is culturally and linguistically appropriate to the needs of the population being served, including individuals with limited English proficiency as required by 45 C.F.R. §§ 155.205(c)(2) and 155.225, Contractor and its Certified Application Counselors shall:
- a. Develop and maintain general knowledge about the racial, ethnic, and cultural groups in their service area, including each group's diverse cultural health beliefs and practices, preferred languages, health literacy, and other needs;

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- b. Collect and maintain updated information to help understand the composition of the communities in the service area, including the primary languages spoken;
  - c. Provide consumers with information and assistance in the consumer's preferred language, at no cost to the consumer, including the provision of oral interpretation of non-English languages and the translation of written documents in non-English languages when necessary to ensure meaningful access. Use of a consumer's family or friends as oral interpreters can satisfy the requirement to provide linguistically appropriate services only when requested by the consumer as the preferred alternative to an offer of other interpretive services;
  - d. Provide oral and written notice to consumers with limited English proficiency informing them of their right to receive language assistance services and how to obtain them;
  - e. Receive ongoing education and training in culturally and linguistically appropriate service delivery; and
  - f. Implement strategies to recruit, support, and promote a staff that is representative of the demographic characteristics, including primary languages spoken, of the communities in their service area.
12. To ensure that Consumer Assistance is accessible to people with disabilities, Contractor and its Certified Application Counselors shall:
- a. Ensure that any consumer education materials, web sites, or other tools utilized for Consumer Assistance purposes are accessible to people with disabilities, including those with sensory impairments, such as visual or hearing impairments, and those with mental illness, addiction, and physical, intellectual, and developmental disabilities;
  - b. Provide auxiliary aids and services for individuals with disabilities, at no cost, where necessary for effective communication. Use of a consumer's family or friends as interpreters can satisfy the requirement to provide auxiliary aids and services only when requested by the consumer as the preferred alternative to an offer of other auxiliary aids and services;
  - c. Provide assistance to consumers in a location and in a manner that is physically and otherwise accessible to individuals with disabilities;

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- d. Ensure that legally authorized representatives are permitted to assist an individual with a disability to make informed decisions; and
  - e. Acquire sufficient knowledge to refer people with disabilities to local, state, and federal long-term services and support programs when appropriate.
13. To ensure that no consumer is discriminated against, Contractor and its Certified Application Counselors shall provide the same level of service to all individuals regardless of age, disability, culture, sexual orientation, or gender identity, and seek advice or experts when needed.
14. Contractor shall require its Certified Application Counselors to report to Covered California any subsequent arrests for which they have been released on bail or personal recognizance and criminal convictions, in accordance with 10 CCR § 6456(c), and administrative actions taken by any other agency, within 30 calendar days of the date of the arrest or final administrative action order.

**C. Project Representatives**

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

<b>Covered California Representative:</b>	<b>Contractor Representative:</b>
Hayley Figeroid Covered California 1601 Exposition Blvd. Sacramento, CA 95815 (916) 228-8472 T Hayley.Figeroid@covered.ca.gov	Ariana Melendez San Benito County HHSA Public Health S 351 Tres Pinos Road. A -202 Hollister, CA 95023 (831) 637-5367 amelendez@cosb.us

**Exhibit A**  
**Attachment 1**

**Compliance with Conflict of Interest Standards California Code of Regulations,  
Title 10 Investment, Section 6866**

1. Disclose any lines of insurance business not covered by the restrictions on participation and prohibitions on conduct in Section D of Exhibit A, which the entity or individual intends to sell while carrying out consumer assistance functions. If there is nothing to disclosed, state that there is nothing to disclose.

Medi- Cal Managed care Anthem blue Cross

Anthem Blue cross is the county Medi- Cal managed care provider (MMCP)  
The county is required to contract with an MMCP for billing services and oversight purposes. No enrollment services are provided by public health services to the MMCP.

(Attach additional sheets as needed)

2. Disclose any existing employment relationships, or any former employment relationships within the last five years, with any health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance, including any existing employment relationships between a spouse or domestic partner and any health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance. If you do not have anything to disclose you must state that below.

None to disclose

(Attach additional sheets as needed)

3. Disclose any existing or anticipated financial, business, or contractual relationships with one or more health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance. If you do not have anything to disclose you must state that below.

Medi-cal Managed Care Anthem Blue Cross

Anthem Blue cross is the county MMCP. Administrative fees are billed for our childhood immunization MMCP clients only.

(Attach additional sheets as needed)