

ADDENDUM TO MEMORANDUM OF AGREEMENT
BETWEEN
THE CONNECTICUT HEALTH INSURANCE EXCHANGE
AND
THE OFFICE OF THE HEALTHCARE ADVOCATE

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This Addendum is made this 27th day of August, 2013 and shall supplement and amend the terms of a certain memorandum of agreement ("MOA") between the Connecticut Health Insurance Exchange ("Exchange") and the Office of the Healthcare Advocate ("OHA") executed February 24, 2013. In the event of any inconsistencies between the MOA and this Addendum, the terms of this Addendum shall control.

WHEREAS, the Exchange is a quasi-public agency formed to implement certain provisions of the Patient Protection and Affordable Care Act, Pub.L 111-48, as amended by the Health Care and Education Act of 2010, Pub.L.111-152 ("ACA") and has been charged with implementing Connecticut's Exchange for individuals and small employers;

WHEREAS, the Exchange is charged under CGS 38a-1087 with establishing a Navigator and In-Person Assister Program ("NIPA"), and has selected the OHA to assume primary oversight of the NIPA;

WHEREAS, the Exchange is required, pursuant to 45 C.F.R. 155.205(d), to refer consumers seeking assistance to the state Consumer Assistance Program;

WHEREAS, since 2010, the OHA has been the federally designated Consumer Assistance Program under the ACA;

WHEREAS, the OHA is the Agency charged by Connecticut law with helping consumers with health plan selection by providing information, referral and assistance about means of obtaining health coverage and services; and is also the agency responsible for assisting in filing complaints and appeals, including filing appeals with a health plan's internal grievance process as well as providing

information and assistance with available external appeal processes set forth in Connecticut and federal law;

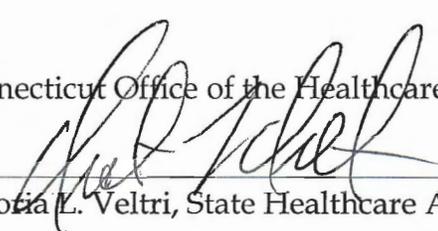
WHEREAS, the OHA is the agency responsible for tracking complaints from consumers and quantifying these complaints in order to make legislative and regulatory recommendations on behalf of the citizens of Connecticut;

THEREFORE, the Exchange and the OHA hereby agree as follows:

1. The Exchange shall notify all Exchange consumers of the right to assistance from the OHA for:
 - a. complaints, inquiries or comments concerning access to, delivery of or coverage of services under a health insurance plan offered through the Exchange, including but not limited to eligibility denials and grievances and appeals,
 - b. complaints, inquiries or comments concerning access to, delivery of or coverage of services under a health insurance plan offered outside of the Exchange, including but not limited to eligibility denials and grievances and appeals,
 - c. complaints, inquiries or comments concerning access to, delivery of or coverage of services through the state Medicaid program, including but not limited to eligibility denials and grievances and appeals,
 - d. complaints, inquiries or comments concerning the Advanced Premium Tax Credit ("APTC") calculation, including but not limited to eligibility denials and grievances and appeals,
 - e. complaints, inquiries or comments concerning the NIPA, call center or other consumer assistance efforts of the Exchange.
2. The OHA, pursuant to its statutory mission, shall assess the consumer's complaint and provide assistance as requested and appropriate to resolve the issue, including but not limited the filing of grievances and appeals;
3. The Exchange shall cooperate in providing information to assist OHA with the resolution of a complaint, including any information or records in its possession to assist OHA in the filing of a grievance or appeal.
4. Nothing herein shall prevent OHA from exercising its full statutory responsibilities under Conn.Gen.Stat. §§ 38a-1040 et seq., as amended from time to time.

5. The Exchange shall report to the OHA all appeals and grievances that are reviewed and processed by the Exchange, and inform the OHA of all complaints, inquiries or comments concerning health insurance that it refers to another entity or state agency. The format of reporting and the information to be included will be mutually agreed upon between the Exchange and the OHA as the process develops.
6. The OHA shall track consumer inquiries and complaints, including those referred to another entity or state agency, in order to identify possible legislative or regulatory actions necessary to remedy any systemic deficiency or violations or law.
7. The OHA shall report to the Exchange all complaints, appeals and grievances that are reviewed and processed by the OHA that involve Qualified Health Plans that are doing business under the Exchange, and inform the Exchange of all complaints, inquiries or comments concerning QHPs doing business under the Exchange that it refers to another entity or state agency. The format of reporting and the information to be included will be mutually agreed upon between the Exchange and the OHA as the process develops.

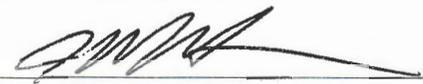
Connecticut Office of the Healthcare Advocate


Victoria L. Veltri, State Healthcare Advocate

Date

8/29/13

Connecticut Health Insurance Exchange


Kevin Counihan, Chief Executive Officer

Date

8/10/13