

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

This Memorandum of Agreement ("MOA") is entered into by the Connecticut Health Insurance Exchange (hereinafter "Exchange") established under Connecticut General Statutes (CGS) §38a-1080 *et seq.* and the Office of Healthcare Advocate (hereinafter "OHA") established under Connecticut General Statutes § 38a-1040 *et seq.* (collectively, the "Parties") under the following terms and conditions.

**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 Reconciliation Act of 2010, Pub. L.111-152 (collectively known as the "ACA") and has been charged with implementing Connecticut's Exchange for individuals and small employers;

**WHEREAS**, in accordance with CGS 38a-1080 *et.seq.*, the goals of the Exchange are to reduce the number of individuals without health insurance in the State of Connecticut and assist individuals and small employers in the procurement of health insurance by, among other services, offering easily comparable and understandable information about health insurance options including eligibility for Medicaid under Title XIX of the Social Security Act and the Children's Health Insurance Program (CHIP);

**WHEREAS**, the Exchange is charged under CGS 38a-1087 with establishing a Navigator grant program consistent with Section 1311 of the ACA and 45 CFR Parts 155 and 156 and has adopted a Navigator Grant Program Policy to establish the Navigator grant program and select entities qualified to serve as Navigators and award grants to enable Navigators to: (1) conduct public education activities to raise awareness of the availability of qualified health plans (QHPs) sold through the exchange; (2) distribute fair and impartial information concerning enrollment in qualified health plans and the availability of premium tax credits and cost-sharing reductions pursuant to the ACA; (3) facilitate enrollment in qualified health plans; (4) refer individuals with a grievance, complaint or question regarding a plan, a plan's coverage or a determination under a plan's coverage to the OHA or any customer relations unit established by the Exchange; and (5) provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange.

**WHEREAS**, the Exchange has a duty under CGS 38a-1084 (10) to inform individuals, in accordance with Section 1413 of the ACA, of eligibility requirements for the Medicaid program under Title XIX of the Social Security Act, as amended from time to time, the Children's Health Insurance Program (CHIP) under Title XXI of the Social Security Act, as amended from time to time, or any applicable state or local public program, and enroll an individual in such program if the exchange determines, through screening of the application by the Exchange, that such individual is eligible for any such program;

**WHEREAS**, the Exchange is authorized to take measures necessary and convenient to carry out the purposes of the Exchange, including but not limited to establishing an In-Person Assistor program, developing procedures for handling consumer grievances and developing reporting requirements on consumer satisfactions with QHP services so long as such measures do not conflict with the provisions of the ACA, regulations adopted thereunder or federal guidance issued pursuant to the ACA; and

**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 healthcare coverage and services; and is also the agency responsible for assisting in filing complaints and appeals, including

filing appeals with a healthcare plan's internal appeal or grievance process as well as providing information about the external appeal process established under Connecticut general statutes and federal regulations;

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

**WHEREAS**, since 2010, the OHA has been the federally designated independent office of health insurance consumer assistance under the ACA;

**WHEREAS**, both OHA and the Exchange recognize the need for a coordinated effort to implement the requirements of the ACA and the establishment of a state-operated HIX including the need to work together to provide a Navigator and In-Person-Assistor program (herby collective referred to as the NIPA) on the Exchange's behalf so that consumers may have a positive and seamless experience in securing health coverage; and

**WHEREAS**, both OHA and the Exchange recognize the need for a coordinated effort to implement the appeals and grievance process under state law and the ACA and to report consumer experience and satisfaction with the various plans so that this information can be made part of the certification, decertification and recertification process for QHPs.

**NOW THEREFORE**, the parties mutually agree to the following terms and conditions.

## **I. Governing Principles**

The Exchange is establishing this MOU with the Office of the Healthcare Advocate (herby referred to as OHA) in order for OHA to assume primary oversight of the NIPA program given OHA's history of expertise and success in conducting these types of efforts on behalf of state residents. These programs will be an important component of the Exchanges overall outreach and education effort. In its operation of the NIPA program, OHA will provide NIPA services utilizing both existing staff, and four additional full time employees to be hired and paid for using federal In-Person-Assistor grants awarded to the Exchange.

### **A. The OHA will:**

- 1) Ensure that all NIPA outreach and engagement activities are aligned with the Exchange's overall marketing and operational plans, and drive towards established performance metrics related to engagement and enrollment targets specifically for the NIPA program.
- 2) Develop and refine an integrated NIPA programs strategy, which will form the basis for the program's execution, and provide key milestones and project deliverables with which to manage the effort. OHA will maintain this project plan and provide an updated and contemporary view to the Exchange on a monthly basis.
- 3) Develop and execute a comprehensive RFP process to solicit NIPA participation (in numbers required to meet pre-established NIPA enrollment goals) among qualified groups in

Connecticut (such as community focused non-profits, and faith based institutions, as examples).

- 4) Design, execute and oversee a comprehensive training and certification program to ensure that individuals from NIPA organizations performing NIPA functions can do so effectively.
  - 5) Oversee the awarding and distribution of grants to selected NIPA organization to aid in their performance of outreach and education duties subject to final award approval by the Exchange in compliance with the requirements of the Section 1311 of the ACA, 45 CFR Parts 155 and 156, CGS 38a-1087 and the Exchange's adopted Navigator Grant Program Policy.
  - 6) Monitor and provide updates on program performance (inclusive of recruitment performance, training and certification performance, education and outreach performance, and enrollment performance) both during initial design as well as during operation. These updates will take place at minimum every two weeks.
  - 7) Oversee 4 full time employees, including the IPA Program Manager, IPA Training Coordinator, IPA Recruitment Coordinator, and IPA Administrative Assistant.
  - 8) Create, a core consulting group (to consist of subject matter experts in the field of community based health policy and outreach), to provide ongoing advisory support during the IPA program implementation.
  - 9) Work with other state agencies and divisions as appropriate to build a cooperative and coordinated effort around IPA education and outreach.
  - 10) Work with other Exchange contractors to develop and implement a successful IPA program.
- B. OHA will provide these services independently and exclusively on behalf of the Exchange, with the following agreed upon parameters related to input, oversight and approval on behalf of the Exchange:
- 1) The Exchange (Chief Marketing Officer) and OHA (Connecticut's Health Care Advocate) have final approval on overall program strategy and associated project plan.
  - 2) Though the four positions associated with the NIPA are employed by the Exchange, OHA will have exclusive authority to select the individuals for the four positions described herein and the positions described herein will report to the Healthcare Advocate.
  - 3) OHA will approve all NIPA RFPs subject to the final approval by the Exchange in compliance with the requirements of the Section 1311 of the ACA, 45 CFR Parts 155 and 156, CGS 38a-1087 and the Exchange's adopted Navigator Grant Program Policy.

- 4) OHA will approve all NIPA grant awards subject to the final approval of all grant awards in compliance with the requirements of the Section 1311 of the ACA, 45 CFR Parts 155 and 156, CGS 38a-1087 and the Exchange's adopted a Navigator Grant Program Policy.
- C. As the grantee for In-Person-Assistor funds received via the Exchange's Level 1 grant application, the Exchange will hold all financial resources necessary for IPA related activities. As such, OHA in its capacity as the organization overseeing and executing these activities will need to submit invoices for all expenses associated with IPA program activity. The specific procedures for disbursement of funds for both IPA program activity and IPA "grants" will be detailed in an amendment to this Agreement. All funds either invoiced by OHA, or distributed to IPA organizations, must be within both the scope of the NIPA budget and approved program strategy and operational plan.

## II. **The Parties:**

- A. Acknowledge the many unknowns that exist in the project framework at the time of signing this MOA and agree to continually identify outstanding issues and resolve them efficiently and effectively through the named liaisons contained herein.
- B. Shall develop a plan to ensure customers/clients are able to interface with the Exchange expeditiously, knowledgeably, and correctly in their search for health care options, and shall utilize liaisons to work through each of the following subject matter areas, so that as the Exchange develops, OHA and the Exchange may work collaboratively and effectively to make decisions quickly to move the project forward:
  - 1) Systems Operations and Infrastructure regarding information sharing policies;
  - 2) Privacy and Security Standards;
  - 3) Program Administration and Operation, including the NIPA Program and Reporting of Consumer Satisfaction with QHP Performance;
  - 4) Outreach and Education;
  - 5) RFP Development and Awards to IPA;
  - 6) NIPA Training and Certification;
  - 7) Appeals and Grievances;
  - 8) Financing and funding, including the management and award of grant funds and financial transfers between the parties, and required reports to HHS on program activities and expenditures.
- C. Shall share data and information needed by each party to serve Connecticut consumers/clients, ensuring that all privacy and security parameters to safeguard the data and information, as dictated by statute, regulation, and policy, are followed.

### III. Liaisons

Task	OHA	HIX
Systems Operations and Infrastructure re data interchange	Victoria Veltri, Demian Fontanella and IPA Program Manager	Peter Nichol and new hire to be named in addendum
Privacy and Security Standards	Victoria Veltri and Demian Fontanella	Peter Nichol, and Virginia Lamb
Program Administration and Operations <ul style="list-style-type: none"> <li>• NIPA Program</li> <li>• Reporting Consumer Satisfaction with QHP Performance</li> </ul>	Victoria Veltri and IPA Program Manager  Victoria Veltri, IPA Program Manager and IPA Training Coordinator	Jason Madrak and Julie Lyons
Outreach and Education	IPA Program Manager and IPA Recruiting Coordinator to be named in addendum, Laura Morris and Victoria Veltri	Jason Madrak
RFP Development and Awards to IPA	IPA Program Manager and IPA Recruiting Coordinator to be named in addendum	Jason Madrak
NIPA Training and Certification	IPA Program Manager and IPA Training Coordinator to be named in Addendum	Jason Madrak and
Appeals and Grievances	Victoria Veltri and Maureen Smith	Julie Lyons and Virginia Lamb
Finances, Funding and Reporting	Victoria Veltri and IPA Program Manager to be named in Addendum	Steven J. Sigal and Jason Madrak

### IV. Alterations, Modifications, Changes to the MOA

- A. As necessary, the OHA and the Exchange will develop addenda to this Agreement that detail more specific operational plans, division of labor, data interchange specifications, and other aspects of working together. Each addendum must specify

the tasks and responsibilities of each party, any costs associated with the tasks and responsibilities, and must be signed by each party.

- B. Any changes in the provisions of this MOA may be made only by the mutual written agreement of both parties, either as an addendum added to this MOA or through an amendment.

**V. Term and Notice**

- A. This MOA shall be effective from the date of signature for a term of three years, and may be renewable thereafter by mutual agreement of the parties.
- B. This MOA may be terminated by either party with 60 calendar days' written notice to the other party.
- C. Any notice required or permitted to be given under this MOA shall be deemed to be given when hand delivered; three (3) business days after deposit in the US mail; or one (1) business day after pickup by any recognized overnight delivery service. All such notices shall be in writing and shall be addressed as follows:

**If to the Exchange:**

Connecticut Health Insurance Exchange  
280 Trumbull Street  
Hartford, CT 06103  
Attention: General Counsel

**If to the OHA:**

State of Connecticut  
The Office of the Healthcare Advocate  
P.O. Box 1543  
Hartford, CT 06144  
Attention: Victoria L. Veltri

**VI. Dispute Resolution**

In the event of a dispute over the implementation or operation of any administrative aspect of this MOA, an attempt first shall be made to resolve the issue(s) between the designated contact persons or their designees from OHA and Exchange. Further resolution, if necessary, shall be determined by the Healthcare Advocate and the CEO of the Exchange.

**VII. Miscellaneous**

- A. No employee or agent of the OHA shall be or shall be deemed to be an employee or agent of Exchange or have authorization, express or implied, to bind the State on behalf of the Exchange to any agreements, settlements, liability or understandings, except as

expressly set forth in this MOA or its subsequent addenda or amendments. OHA solely and entirely shall be responsible for its acts and the acts of its employees and contractors, if any, during the performance of this MOA.

B. No employee or agent of Exchange shall be or shall be deemed to be an employee or agent of the OHA or have authorization, express or implied, to bind the Exchange on behalf of OHA to any agreements, settlements, liability or understandings, except as expressly set forth in this MOA or its subsequent addenda or amendments. Exchange shall solely and entirely be responsible for its acts and the acts of its employees and contractors, if any, during the performance of this MOA.

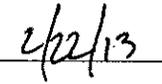
C. This MOA shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**The individuals below are named as parties to this MOA and, by their signatures, mutually enter into this MOA. Either party may, from time to time, designate in writing a substitute representative.**

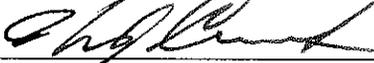
**Connecticut Office of the Healthcare Advocate**

  
\_\_\_\_\_  
Victoria L. Veltri, State Healthcare Advocate

**Date**

  
\_\_\_\_\_  
2/22/13

**Connecticut Health Insurance Exchange**

  
\_\_\_\_\_  
Kevin Coughlan, Chief Executive Officer

**Date**

  
\_\_\_\_\_  
2/29/12