

Attn: Washington THDs and Delegates

From: Lou Schmitz [<mailto:Lou.Schmitz@aihc-wa.com>]

Sent: Tuesday, September 03, 2013 10:50 PM

Subject: *** Tribal Assister Certification ***

Dear Tribal and Urban Indian Organization Representatives:

As you may know, the Washington Health Benefit Exchange's web portal (*the Healthplanfinder*) will be available on October 1, for enrolling individuals in Medicaid and other low- or no-cost insurance.

Individuals who are enrolled in a federally-recognized tribe may sign up for the new low- and no-cost "Qualified Health Plans" any month, on or after October 1, 2013 – there is no limited open enrollment period.

Individuals who are not enrolled in a federally-recognized tribe may sign up for the new low- and no-cost "Qualified Health Plans" during a limited open enrollment period, between October 1, 2013 and March 31, 2014.

Employees of tribes and urban Indian programs may become Certified Tribal Assisters, to help individuals apply for coverage through the Healthplanfinder.

This email documents the steps individuals must take to become Certified Tribal Assisters.

The process has several steps. These are detailed in the attached document: "1.Tribal Assister Certification Checklist."

The process requires Tribal Assister Certification Candidates to:

- √ complete self-study,
- √ complete and sign required forms,
- √ complete an on-line registration process for Tribal Assister Certification Training,
- √ attend Tribal Assister Certification Training (the first two training sessions are available on-line and in-person, September 16 or 19 – more sessions will be scheduled in the following weeks)
- √ take and pass an on-line certification exam

******The self-study and required forms must be completed before submitting a registration form for the Tribal Assister Certification Training.******

******Individuals who have not completed all required forms and online registration will not be able to participate in the Tribal Assister Certification Training.******

******The Tribal Assister Certification Training must be completed to sign up for the certification exam.******

The Washington Health Benefit Exchange will make the certification exam available after the middle of September.

Please feel free to contact me if you have questions.

Respectfully,

Lou Schmitz

Staff Consultant

American Indian Health Commission for Washington State

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Tribal Assister Certification Checklist

American Indian Health Commission for Washington State

Washington Health Benefit Exchange

I. PRIOR TO ATTENDING CERTIFICATION TRAINING

COMPLETE SELF-STUDY OF ON-LINE TRAINING (webinar links listed in blue)

- Affordable Care Act 101 http://www.wahbexchange.org/media/countdown_to_coverage/affordable_care_act_101/story.html
- Exchange 101 http://www.wahbexchange.org/media/countdown_to_coverage/exchange_101/story.html
- Insurance 101 http://www.wahbexchange.org/media/countdown_to_coverage/insurance_101/story.html
- Medicaid 101 Part 1 Webinar (Health Care Authority)
http://www.wahbexchange.org/media/countdown_to_coverage/medicaid_101_part_1/story.html
- Medicaid 101 Part 2 Webinar (Health Care Authority) –Household composition
http://www.wahbexchange.org/media/countdown_to_coverage/medicaid_101_part_2/story.html
- Medicaid 101 Part 3 Webinar (Health Care Authority)- MAGI Income
http://www.wahbexchange.org/media/countdown_to_coverage/medicaid_101_part_3/story.html
- Qualified Health Plan (QHP) Rules and Guidelines <http://www.aihc-wa.com/wp-content/uploads/2011/09/WAHBE-In-Person-Assister-Training-on-QHP-Rules-and-Guidelines.pdf>
- Serving American Indians/Alaskan Natives <http://www.aihc-wa.com/wp-content/uploads/2011/09/WAHBE-In-Person-Assister-Training-on-Serving-AI-ANs.pdf>
- Role of the Navigator <http://www.aihc-wa.com/wp-content/uploads/2011/09/WAHBE-In-Person-Assister-Training-on-Role-of-the-Navigator-In-person-Assister.pdf>

COMPLETE AND SIGN FORMS

- Tribal Assister Candidate Self-Attestation of Training Completion
- WAHBE Conflict of Interest Standards Attestation
- WAHBE In-Person Assister Code of Ethics Attestation
- WAHBE Non-Disclosure Agreement
- Verification of Criminal Background Check

COMPLETE ON-LINE REGISTRATION PROCESS

<http://americanindianhealthcommission.wufoo.com/forms/registration-tribal-assister-cert-training/>

II. CERTIFICATION TRAINING

ATTEND ONE-DAY WEBINAR or IN-PERSON TRAINING SESSION

- September 16th, 9am – 4pm at Washington Healthplanfinder building in Olympia, WA, or Webinar
- September 19th, 9am – 4pm at Washington Healthplanfinder building in Olympia, WA, or Webinar

III. CERTIFICATION

- Notify AIHC that you are prepared to take the certification exam
- Receive User License information for exam
- Take certification exam through WA Health Benefit Exchange
- Receive Tribal Assister log-in information
- Log in, fill out User Agreement with Washington Healthplanfinder
- Start signing people up!

Tribal Assister Candidate Self-Attestation of Training Completion

I, _____, hereby attest that I have

Tribal Assister Candidate Name

completed the self-study training requirements listed below:

- Affordable Care Act 101
http://www.wahbexchange.org/media/countdown_to_coverage/affordable_care_act_101/story.html
- Exchange 101 http://www.wahbexchange.org/media/countdown_to_coverage/exchange_101/story.html
- Insurance 101 http://www.wahbexchange.org/media/countdown_to_coverage/insurance_101/story.html
- Medicaid 101 Part 1 Webinar (Health Care Authority)
http://www.wahbexchange.org/media/countdown_to_coverage/medicaid_101_part_1/story.html
- Medicaid 101 Part 2 Webinar (Health Care Authority) –Household composition
http://www.wahbexchange.org/media/countdown_to_coverage/medicaid_101_part_2/story.html
- Medicaid 101 Part 3 Webinar (Health Care Authority)- MAGI Income
http://www.wahbexchange.org/media/countdown_to_coverage/medicaid_101_part_3/story.html
- Qualified Health Plan (QHP) Rules and Guidelines <http://www.aihc-wa.com/wp-content/uploads/2011/09/WAHBE-In-Person-Assister-Training-on-OHP-Rules-and-Guidelines.pdf>
- Serving American Indians/Alaskan Natives <http://www.aihc-wa.com/wp-content/uploads/2011/09/WAHBE-In-Person-Assister-Training-on-Serving-AI-ANs.pdf>
- Role of the Navigator <http://www.aihc-wa.com/wp-content/uploads/2011/09/WAHBE-In-Person-Assister-Training-on-Role-of-the-Navigator-In-person-Assister.pdf>

Signature

Date

Criminal Background Check

Verification Form

For Tribal Assister

Name of Tribal Assister _____

Tribe/Urban Program Name _____

Address _____

City _____ State _____ Zip _____

Phone _____

This person is authorized by _____ to become a Tribal Assister
on behalf of our Organization. Name of Authorized Tribe/Urban Program Representative

I further verify that this person has passed a background check that meets the criteria required for serving children and vulnerable adults as specified in RCW 43.43.830 and RCW 43.43.832.

Signature

Print Name

Title of Signer

Washington Health Benefit Exchange
IN PERSON ASSISTANCE
Conflict of Interest Standards

The following conflict of interest standards apply to In-Person Assister Lead Organizations, In-Person Assister Organizations and In-Person Assister Representatives. It is expected that organizations will also comply with any subsequent guidelines from the U.S. Department of Health and Human Services regarding conflict of interest standards.

1. In-Person Assister Lead Organizations and In-Person Assister Organizations must assure conformance to the following requirements:
 - a. Must not be engaged in the business of selling or issuing health insurance and may not be affiliated with an organization that sells or issues health insurance.
 - b. Must not be an Association that includes members of the insurance industry or who lobbies on behalf of the insurance industry.
 - c. Board members of an In-Person Assister organization who are engaged in or are affiliated with organizations that sell or issue health insurance must not participate in actions or decisions directly or indirectly related to operation of the In-Person Assister program.
 - d. Must not receive any consideration, directly or indirectly, from a health insurance issuer related to enrollment of individuals/employees in a QHP or non-QHP. Consideration includes any compensation, monetary or in-kind, including grants, influence, gifts or gratuities.
 - e. Must not be a provider entity (including but not limited to hospitals, clinics, and physician practices) directly owned by, a subsidiary of, or that exclusively contracts with a single insurer or its subsidiaries. An exception may be made if the provider can demonstrate that there are significant limitations on available insurers with whom to contract.
 - f. Must disclose to the HBE Program Manager for the Contract any relationship they believe may be or may appear to be a potential conflict of interest.
 - g. Must disclose all business relationships with Carriers. Upon request of the Exchange, the organization must submit to the Exchange a list of all Carriers from which compensation has been received in the previous 12 months, the amount of compensation received from each Carrier during the previous 12 months, and the nature of the compensation (patient services or other work performed). This disclosure must be submitted even if the relationships are unrelated to plan enrollment and Assister functions. Not all relationships with carriers would disqualify an organization from serving as an Assister.
 - h. This includes submitting a list of all business relationships with carriers and the amount of compensation received by the provider during the previous 12 months, even if the relationships are unrelated to plan enrollment and Assister functions. Not all relationships with carriers would disqualify an organization from serving as an Assister.
 - i. Monitor and assure that In-Person Assistors deliver assistance impartially, and must not allow any financial or non-financial interests influence or appear to influence the impartial delivery of assistance.

2. In-Person Assistors must not:
 - a. Accept any direct or indirect compensation from a health insurance issuer in connection with enrollment of individuals or employees.
 - b. Charge for their services, perform lead generation or profit from services.

- c. Allow personal or professional interests influence a customer’s decisions.
 - d. Solicit or persuade a consumer to enroll in a specific plan or switch from one plan to another.
 - e. Solicit or persuade a consumer to engage a particular broker, but may assist in locating or contacting a broker.
3. In-Person Assister Lead Organizations are responsible to:
- a. Ensure In-Person Assisters operate in compliance with the Code of Ethics attested to at the time of certification.
 - b. Ensure In-Person Assister Organizations delivering services under the direction of the Lead Organization comply with Conflict of Interest standards.
 - c. Ensure In-Person Assister Representatives are informed about Conflict of Interest standards as part of the training and certification process, including but not limited to:
 - i. What constitutes a conflict of interest;
 - ii. The process an In-Person Assister or In-Person Assister Organization uses for notifying the Lead Organization of a potential conflict; and
 - iii. Potential consequences for nondisclosure.
 - d. Establish a process for addressing potential conflict of interest
 - i. Process for reporting – including who to notify;
 - ii. Responsibility for reviewing/investigating;
 - iii. Responsibility for determining appropriate action; and
 - iv. Time frame for addressing reported conflict and notifying the individual or organization reporting the potential conflict of the decision/action.

I have read and will uphold the WA Health Benefit Exchange Conflict of Interest Standards.

Name:

Agency Employed by:

Signature of In-Person Assister

Date:

WA HEALTH BENEFIT EXCHANGE In-Person Assister Code of Ethics

In-Person Assister Ethical Responsibilities to Consumers seeking service through the Washington Healthplanfinder

Respect the inherent dignity and worth of every person.

- Treat each person in a respectful fashion, being mindful of individual differences and cultural and ethnic diversity.
- Promote the value of self-determination for each individual.
- Value all kinds and classes of people equitably, deal effectively with all races, cultures, disabilities, ages and genders.
- Ensure all voices are listened to and respected.

Invest in, uphold and maintain duty to the consumer.

- Safeguard and support the protection, privacy and confidentiality of consumer information including, but not limited to: personal, health, financial, and outcome information obtained in the course of service as per applicable privacy laws.
- Disclose only information that is directly relevant or necessary to achieve the purpose of disclosure.
- Perform all services with impartiality and ensuring information is presented in a fair, consistent, thorough manner that does not unduly influence a consumer's decision in the selection of services, yet protects the consumer's best interests.
- Describe clearly the services being performed as a representative of the Exchange and the payment received for performing those services.
- Accept no financial or other benefit from a consumer for providing information or facilitating enrollment.
- Readily inform consumers of other assister resources that may be more appropriate for their circumstances.

Maintain Community and Consumer Trust.

- Be a trusted resource in the community and recognized by community members as a credible and reputable voice to accurately represent and advocate for their needs.
- Demonstrate expertise and cultural competency in services and by understanding the community's strengths and needs.
- Act with integrity, behave in a trustworthy manner, elevate service to others above self-interest, and promote high standards of practice in every setting.
- Ensure conduct and responsibilities avoid creating any conflict of interest or appearance of conflict of interest and take immediate action to eliminate any potential conflicts of interest.
- Refuse to participate in or conceal unethical practices or procedures and report such practices.
- Refuse to engage in any relationships with a consumer where there is a risk of exploitation or potential harm.

Develop and Maintain Comprehensive Knowledge and Skills:

- Fulfill initial and ongoing training and certification requirements

- Remain a resource to community members after initial enrollment
- Maintain knowledge, skills and competencies needed to provide comprehensive service and effectively inform community about changes impacting their coverage.

Guidelines for ethical and unethical behavior are provided in this code. The guidelines are not a comprehensive list. For example, the statement "safeguard all confidential patient information to include, but not limited to, personal, health, financial, and outcome information" can also be interpreted as "shall not fail to safeguard all confidential patient information to include personal, health, financial, and outcome information."

A code of ethics cannot guarantee ethical behavior. Moreover, a code of ethics cannot resolve all ethical issues or disputes or capture the richness and complexity involved in striving to make responsible choices within a moral community. Rather, a code of ethics sets forth values and offers ethical guidelines to which a professional can aspire and by which actions can be judged. Ethical behaviors result from a personal commitment to engage in ethical practice.

Professional responsibilities often require an individual to move beyond personal values. For example, an individual might demonstrate behaviors that are based on the values of honesty, providing service to others, or demonstrating loyalty. In addition to these, professional values might require promoting confidentiality, facilitating interdisciplinary collaboration, and refusing to participate or conceal unethical practices. Professional values could require a more comprehensive set of values than what an individual needs to be an ethical agent in one's own personal life.

The code does not provide a set of rules that prescribe how to act in all situations. Specific applications of the code must take into account the context in which it is being considered and the possibility of conflicts among the code's values, principles, and guidelines. Ethical responsibilities flow from all human relationships, from the personal and familial to the social and professional. Further, the Code of Ethics does not specify which values, principles, and guidelines are the most important and ought to outweigh others in instances when they conflict.

I have read and will uphold the WA Health Benefit Exchange Code of Ethics for providing In Person Assistance.

Name:

Agency Employed by:

Signature of In-Person Assister

Date:

**WA HEALTH BENEFIT EXCHANGE
IN PERSON ASSISTANCE
NON-DISCLOSURE AGREEMENT**

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Nondisclosure Agreement (“Agreement”) is entered into by and between the Washington Health Benefit Exchange, (“HBE”), and the Recipient named in the signature block (“Recipient”).

Recipient is an employee, subcontractor or agent of [Contractor Name] or the Health Benefit Exchange and as such requires access to information or material related to the Washington Health Benefit Exchange that is Confidential Information as defined herein. HBE agrees to release this information to Recipient for those purposes pursuant to the terms and conditions contained in this Agreement. Recipient agrees to the terms and conditions herein.

NOW THEREFORE, in consideration of the above premises and the promises contained herein, the parties agree as follows:

Whenever used in this Agreement, the term “Confidential Information” will mean:

individual’s names; ages; residential addresses; email addresses; telephone numbers; Driver’s license number or Washington identification card number; financial information (e.g., profiles, social security numbers, income, credit card numbers, debit card numbers, electronic check numbers, card expiration dates, or bank or other financial account numbers, security codes, access codes, or passwords that would permit access to an individual’s financial account); medical data/personal health information; law enforcement records; or other records concerning the state’s citizens and businesses; information concerning recipients of services from public health agencies; state or system software code, source code or object code and security data; system or network designs, drawings, or specifications; computer programs; system and technical documentation; and trade secrets or proprietary information of the HBE or the HBE’s contractors.

Confidential Information may be in tangible or intangible form. HBE’s failure to expressly identify Confidential Information as such shall not in any way lessen or negate Recipient’s obligation to keep such information confidential in accordance with this Agreement.

The term “Confidential Information” shall not be construed to include information that (i) is or becomes readily available in public records or documents, other than as a result of a disclosure by Recipient or other entity acting on behalf of Recipient, or (ii) can be documented to have been known by Recipient prior to its disclosure by HBE, or (iii) is disclosed pursuant to applicable law, judicial action or government regulations, including without limitation the Washington State Public Records Act, chapter 42.56 RCW.

Recipient agrees to hold such Confidential Information in confidence and except for disclosure required by law; Recipient shall not disclose such Confidential Information.

Recipient understands that the breach of the terms of this Agreement would cause irreparable damage to HBE and that Recipient could be subject to litigation and required to indemnify, and hold HBE harmless from actual damages from losses that result from its breach.

This Agreement, its validity, construction and effect will be governed by the laws of the State of Washington. Venue for any action between the parties shall be in Thurston County, State of Washington.

This Agreement supersedes any and all prior understandings and agreements between the parties with respect to the subject matter of this Agreement. This Agreement can be modified only by a written amendment signed by authorized representatives of the parties.

Waiver of any breach of this Agreement shall not be a waiver of any subsequent breach nor shall it be a waiver of the underlying obligation.

The requirement of confidentiality shall extend for three years beyond Recipient's association with the Washington Health Benefit Exchange as an employee, subcontractor or agent of [Contractor's Name] or Health Benefit Exchange.

I, [Contractor's Name], agree to comply with all policies and procedures of the Washington Health Benefit Exchange regarding privacy and security of personally identifiable information (PII) in accordance with 45 CFR 155.260.

Recipient

Signature

Date

Print or Type Name and Title

Employer's Name and Address

Washington Health Benefit Exchange

Signature

Date

Print or Type name and title
