

Consent Form for Applicant

Certified Application Counselor (“CAC”) Designated Organization Name: **Toledo/Lucas County CareNet (“CareNet”)**

CAC Designated Organization Address: **3231 Central Park West, Suite 200 Toledo, Ohio 43617**

CAC Designated Organization Phone Number and Email: **419-842-0800 carenet@hcno.org**

CAC Name and Certification Number:

I. Acknowledgement of Roles and Responsibilities of CACs (see Attachment A)

I have been informed about and understand the CAC roles and responsibilities set forth in Attachment A and have been given the opportunity to discuss them with Andrea Vasquez.

II. Definitions and Explanations of Terms Used in This Form

In this authorization form:

- The words “I,” “me,” or “my” include my authorized representative if I have one.
- Personally identifiable information is called “PII.” Examples of my PII include, but are not limited to my name, phone number, email address, home address, immigration status, income, and household size information.
- Health plans available through the Marketplace are called Qualified Health Plans or “QHPs.”
- Other programs called “insurance affordability programs” are also available through the Marketplace. These programs may help me or my family pay for health coverage, and include public programs, such as Medicaid or the Children’s Health Insurance Program (CHIP), premium tax credits, cost-sharing reductions, and, if one is available in Ohio, the Basic Health Program.

III. Authorizations

I, give my permission to the Certified Application Counselor, in addition to other CACs who are certified by this designated CAC organization, to create, collect, disclose, access, transmit, maintain, store, and/or use my PII in order to carry out the roles and responsibilities of a CAC that are authorized by federal regulations and generally summarized in Attachment A, unless I have limited that consent as specifically set forth in this document. I understand that the CAC might need to create, collect, disclose, access, maintain, store, and/or use some of my PII to provide this assistance.

The roles and responsibilities of a CAC include but are not limited to the following:

1. Telling me about the full range of QHP options and insurance affordability programs for which I may be eligible, which includes:
 - a. providing me with fair, accurate, and impartial information that assists me with submitting a Marketplace eligibility application;
 - b. clarifying the distinctions among health coverage options, including QHPs and
 - c. helping me make informed decisions during the health coverage selection process.

I understand that the CAC may need to keep notes on my health coverage needs to help me. Such notes may include my Protected Health Information (“PHI”) as defined in the Health Insurance Portability and Accountability Act. Because CareNet and its CACs have agreed to protect my PHI in accordance with all current HIPAA regulations, I allow the CAC and any other CareNet CACs access to my PHI, but only if they need access to my PHI to fulfill their responsibilities as set forth in Attachment A.

2. Helping me to apply for health coverage through the Marketplace or state-run Medicaid.
3. Helping me to enroll in a QHP and/or insurance affordability program.
4. Ensuring that information provided is accessible for me if I have disabilities. If the CAC or any other associated CAC can't accommodate my accessibility needs, the CAC must refer me to a Marketplace Navigator, or the federal Marketplace Call Center to meet my specialized needs. I understand that the CAC might need to ask about and keep notes on any accommodations and services I need and may disclose my information to those who need such information to fulfill their responsibilities by helping me.
5. Providing me with this form and securely storing a signed hard-copy or electronic version of it.

I also understand that the CAC may be required to create, collect, handle, disclose, transmit access, maintain, store, and/or use my PHI or PII to carry out activities required under Ohio laws. The CAC has listed below the specific state requirements that apply. Such activities may be performed electronically, if necessary.

IV. Exceptions or Limitations to Consent.

I understand that I can revoke, limit, or otherwise change the consent I provide herein at any time. If I choose to make changes to my consent at any time in the future, I will notify the CAC.

I currently make the following exceptions, limitations, or changes:

V. Additional Information

I understand that:

1. I don't have to provide the CAC with any information. However, the CAC can only determine my eligibility for services and benefits by using the information that I provide. If the information I disclose is inaccurate or incomplete, the CAC will not be able to determine my eligibility for available services or insurance.
2. The CAC will request the minimum amount of PHI or PII that is necessary to help me.
3. The CAC must make sure that my PHI and PII is kept private and secure when creating, collecting, disclosing, transmitting, accessing, maintaining, storing, and/or using it in compliance with HIPAA and 42 CFR Part 2 regulations.
4. By signing this form, I give , my general consent and permission for the CAC, or any other authorized CAC under CareNet, to follow up with me about applying for or enrolling in coverage after my first meeting with the CAC or any other authorized CAC..
5. My signature on this Consent Form signifies that, I can expect further assistance from the CAC or any other authorized CAC from CareNet without additional consents.
6. The CAC should promptly provide me with a hard- copy or electronic version of my authorized consent Form and Attachment A.

Please complete, sign, and date the Consent Form:

Date: _____

Consumer/Consumer's Legal or Marketplace Authorized Representative
Signature.: _____

Printed Consumer Name: _____

Printed Authorized Representative Name (if applicable) _____

Ways I agree to be contacted

By mail or in-person at: _____

Email: _____

By phone at: _____

By text message at: _____

Attachment A: Roles and Responsibilities of Certified Application Counselors (“CACs”)

1. The CAC, must inform me about the full range of qualified health plan (“QHP”) options and insurance affordability programs for which I may be eligible, which include:
 - a. Providing me with fair, accurate, and impartial information that assists me with submitting a Marketplace eligibility application;
 - b. Clarifying the distinctions among health coverage options, including QHPs, and
 - c. Helping me make informed decisions during the health coverage selection process.
2. The CAC must assist me in applying for health coverage through the Marketplace if I request such assistance.
3. The CAC must assist me in enrolling in a QHP and/or insurance affordability program, if I request that help; however, the CAC must not choose a plan for me.
4. Toledo/Lucas County CareNet is designated by the Marketplace to certify individuals to act as CACs after showing that it meets all required standards and must follow the terms of its agreement with the Marketplace.
5. All CACs who assist me will be certified by Toledo/Lucas County CareNet to assist consumers, after demonstrating that they meet all required standards and must follow the terms of their agreements with Toledo/Lucas County CareNet. If I have a concern about the help provided by any of CareNet’s CAC’s, I should contact:

Julie Grasson, Assistant Director

Toledo/Lucas County CareNet

jgrasson@hcno.org.

419-842-0800
6. All CAC individuals who Assist me must complete and receive a passing score in a Marketplace-approved training course before providing help to consumers and must take additional training every year before being recertified by the designated CAC organization to continue helping consumers.
7. All CareNet CACs must act in my best interests.
8. The CAC is not allowed to discriminate against me based on my race, color, national origin, disability, age, sex, gender identity, or sexual orientation. If Toledo/Lucas County CareNet receives federal funds to provide services to a specific population (such as a Ryan White HIV/AIDS program or an Indian health provider), it may limit its services to that population, as long as it doesn’t discriminate within that specific population.

9. The CAC must ensure that information provided is accessible to me if I have disabilities. If the CAC can't meet my accessibility needs, he/she must refer me to a Marketplace Navigator, or the federal Marketplace Call Center, who can meet my specific needs.

10. The CAC must provide me with general information about the roles and responsibilities of CACs, including CAC responsibilities included on this form.

11. CACs, including those who are certified by CareNet are not acting as tax advisers or attorneys when providing assistance as CACs and cannot provide tax or legal advice within their capacity as CACs.

12. The CAC must comply with Marketplace standards for keeping my PII private and secure, must obtain my consent before accessing my PHI or PII, and must permit me to revoke my consent at any time.

13. The CAC must not charge me a fee for any assistance she provides while acting as a CAC.

14. The CAC in addition to any other CACs designated by CareNet must not receive any consideration directly or indirectly from any health or stop-loss insurance issuer in connection with the enrollment of any individuals in a QHP or a non-QHP and must inform me of any conflicts of interest they might have.

15. Toledo/Lucas County CareNet is prohibited from paying individual CACs, based on the number of applications they help complete, based on the number of people they assist, or based on the number of enrollments they help complete.

16. The CAC is prohibited from giving me gifts of any value, including gift cards, cash cards, cash, or things that market or promote the products or services of another individual or business, if I must enroll in health coverage in order to receive the gift. The CAC may—but is not required—to give me gifts for other reasons, including to encourage me to seek or receive application help, but only if the total value of the gifts given during a single event or meeting is not more than \$15 in value. Andrea Vasquez is permitted to reimburse me for things I might have to buy or pay for in order to get application assistance from the CAC (such as travel or mailing expenses), even if the total value of this reimbursement is over \$15.

17. The CAC is prohibited from contacting consumers to provide application or enrollment assistance by going door-to-door or otherwise contacting persons who have not already asked for help unless Andrea Vasquez already has an established relationship with a consumer. However, the CAC may go door-to-door or contact persons who have not already requested help when providing general outreach and education to the public.

Because I have a relationship with the CAC, he/she is permitted to come to my door and/or to call me directly to provide application or enrollment assistance, so long as the CAC or any other authorized CareNet CAC, follows laws that might apply to that activity.

18. The CAC must also meet any applicable state and local requirements when providing CAC services to me.