



25. CERTIFIED APPLICATION ASSISTANT AGREEMENT

This document serves as an Agreement by, and code of conduct for, the Certified Application Assistant (CAA) for the Healthy Families Program (HFP) and the Pre-Existing Condition Insurance Plan (PCIP). As a condition of being certified as a CAA, the State will provide enrollment materials and assign a numerical Certified Application Assistant (CAA) number only to qualified enrollment participants upon successful completion of the certification training and execution of this Agreement by the participant.

- The CAA must:
 - Never accept money or premium payments from applicants,
 - Never mail the application for the applicant,
 - Never coach or suggest information to include on the application regarding income, residency, alienage and other eligibility rules,
 - Act in a professional and courteous manner,
 - Wear a badge that identifies the person's name and CAA number, as well as the EE name and number. The badge can NOT identify the CAA as an employee of the State of California or of the Healthy Families Program, or of the Pre-Existing Condition Insurance Plan,
 - Ensure the confidentiality of all applications, records and information received in written, graphic, oral or other tangible forms and to perform enrollment assistance,
 - Never divulge to any unauthorized person, any information obtained while assisting individuals with their applications, or information obtained in conjunction with a referral,
 - Never coach or recommend one plan/provider over another,
 - Never invite or influence an employee or their dependents to separate from employer-based group health coverage, or arrange for this to occur,
 - Comply with Managed Risk Medical Insurance Board and Department of Health Services fraud prevention policies and safeguards against fraudulent actions,
 - Ensure that the EE and CAA section of the application is complete: family signature and date, CAA signature and date, EE number (5 digits) and CAA number (9 digits). This section MUST be completed correctly, using an ink pen or typewriter, and contain original signatures.
- No license, expressed or implied, under any copyrights is granted hereunder to CAA.
- CAAs shall act in an independent capacity and not as officers or employees or agents of the State of California in the performance of this Agreement.

26. TERMINATION AND CANCELLATION

The Department of Health Services, the Managed Risk Medical Insurance Board and the Program partners are not liable to any person for any harm resulting from your organization's actions. The State may terminate your participation in the program without cause immediately by a written or oral notice thereof. You acknowledge that the enrolling entity through which you provide application assistance is a business partner to the HFP program and PCIP and that neither you nor the EE have any entitlement to continue providing enrollment services or to continue being certified as an EE or CAA. All documents attached to or referenced herein, including the Application and Training Certification Reference Manual the Healthy Families Program and the Pre-Existing Condition Insurance Plan Handbook and the EE's Registration of the Invitation to Participate, are a part of this Agreement by the CAA. This Agreement shall be in effect commencing on the date signed by the CAA and shall continue unless terminated by the State.

27. RELEASE AND WAIVER OF LIABILITY

The Healthy Families and Pre-Existing Condition Insurance Plan Application Assistance Program will be comprised of CAAs that will be assisting families in filling out the HFP and PCIP applications. This waiver pertains to EE representative identified below, his/her personal representatives and Certified Application Assistants. The CAA is not affiliated with the State. CAA agrees to obey all city, county, state and federal laws and assumes full responsibility for any risk, injury, death or property damage related to the HFP or PCIP application assistance whether caused by CAA's negligence or otherwise. CAA hereby releases, waives, discharges and covenants not to sue the State, its originators, participants, members, volunteers, consultants, contractors and sub-contractors for liability, loss, injury, death or property damage arising out of or related to the CAA's participation in the HFP or PCIP application assistance, whether caused by CAA's negligence or otherwise.

28. EE #: CAA #:

Enrollment Entity Name

CAA Signature

Name of Applicant Assistant (Please Print)

Date