

**IDAHO HEALTH INSURANCE EXCHANGE
DBA YOUR HEALTH IDAHO**

**INSURANCE PRODUCER AGREEMENT
FOR THE INDIVIDUAL MARKET**

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INSURANCE PRODUCER AGREEMENT FOR THE INDIVIDUAL MARKET

The Idaho Health Insurance Exchange, an independent body corporate and politic created by Idaho law and doing business as Your Health Idaho (“YHI”), and the undersigned individual insurance producer (“Agent”), agree (“Agreement”) as follows:

ARTICLE 1 BACKGROUND

1.1 YHI. YHI is Idaho’s health insurance exchange under the Patient Protection and Affordable Care Act, as amended (the “ACA”). In accordance with the ACA, YHI operates a health-insurance marketplace that allows consumers to compare and shop for health insurance plans and determines eligibility for Advance Payments of the Premium Tax Credit (“APTC”) and Cost-sharing Reduction (“CSR”).

1.2 Role of Agent. YHI allows Agent, acting as an Insurance Producer, to enroll individuals in a Qualified Health Plan (each a “QHP” and collectively “QHPs”) in a manner that constitutes enrollment through YHI and to assist individuals to apply for APTC or CSR.

1.3 Requirements for Agent. For Agent to enroll individuals in QHPs or to assist individuals to apply for APTC or CSR, federal regulations at 45 C.F.R. Part 155 require that the Agent agrees to: (i) register with YHI in advance; (ii) receive training from YHI in the range of QHP options and Insurance Affordability Programs; and (iii) comply with YHI’s privacy and security standards for Insurance Producers.

1.4 Purpose of Agreement. This Agreement constitutes the Agreement between YHI and Agent required by 45 C.F.R. Part 155.

1.5 YHI’s Privacy and Security Standards for Insurance Producers. Agent is a “Non-Exchange Entity” as defined by Federal regulations at 45 CFR § 155.260. These regulations require YHI to hold Non-Exchange Entities to the same or more stringent privacy and security standards as are established and implemented for YHI. To fulfill this requirement, YHI has developed the privacy and security standards set forth in Appendix A, which is entitled “Privacy and Security Standards and Implementation Specifications for Non-Exchange Entities” and is incorporated into this Agreement.

1.6 Definitions. This Agreement uses capitalized terms defined in the body of this Agreement, Appendix B, or 45 C.F.R. § 155.20. When this Agreement defines a term by reference to federal regulations, the definition may change as the result of future changes in federal regulations and the changed definition will automatically apply to this Agreement from the effective date of the change in federal regulations.

ARTICLE 2 AGENT’S ENROLLMENT OBLIGATIONS

To enroll Qualified Individuals in QHPs in a manner that constitutes enrollment through YHI and to assist individuals in applying for APTC and CSR, Agent shall:

2.1 Registration. Register with YHI in advance of assisting Consumers, Applicants, Qualified Individuals, or Enrollees, or enrolling Qualified Individuals in QHPs through YHI.

2.2 Training. Receive training in the range of QHP options and insurance affordability programs offered through YHI and pass the training final exam with a score of 85% or higher.

2.3 Accountability. Comply with YHI's Agent Accountability Standards set forth in Appendix C and incorporated into this Agreement.

2.4 State Law Compliance. Maintain a valid license as an Insurance Producer in Idaho and comply with all Idaho law related to Insurance Producers, including without limitation laws related to confidentiality and conflicts of interest and Idaho laws related to Insurance Producer appointments.

2.5 Federal Law Compliance. Comply with the ACA and all other federal law that applies to Agent's conduct of the activities that are the subject of this Agreement, such as, and without limitation the Health Insurance Portability and Accountability Act (HIPAA) and Section 6103(b)(2) of the Internal Revenue Code.

ARTICLE 3 AGENT'S PRIVACY AND SECURITY OBLIGATIONS

3.1 Compliance. At all times that Agent acts as an Insurance Producer for purposes of the ACA, Agent and Agent's Workforce shall comply with this Agreement.

3.2 Authorized Functions. Agent may create, collect, disclose, access, maintain, store, and use PII only to perform the following authorized functions ("**Authorized Functions**"):

- (a) Assisting with applications for QHP eligibility;
- (b) Supporting QHP selection and enrollment by assisting with plan selection and plan comparisons;
- (c) Assisting with applications for the receipt of APTC or CSR, and selecting an APTC amount;
- (d) Facilitating the collection of standardized attestations acknowledging the receipt of the APTC or CSR determination, if applicable;
- (e) Assisting with the application for and determination of certificates of exemption;
- (f) Assisting with filing appeals of eligibility determinations in connection with YHI;
- (g) Transmitting information about the Consumer's, Applicant's, Qualified Individual's, or Enrollee's decisions regarding QHP enrollment or CSR and APTC information to YHI;
- (h) Facilitating payment of initial premium amounts to the appropriate QHP;
- (i) Facilitating an Enrollee's ability to disenroll from a QHP;

(j) Educating Consumers, Applicants, or Enrollees on Insurance Affordability Programs, and if applicable, informing such individuals of eligibility for Medicaid or Children's Health Insurance Program (CHIP);

(k) Assisting an Enrollee to report changes in eligibility status to YHI throughout the coverage year, including changes that may impact eligibility (e.g., adding a dependent);

(l) Correcting errors in the application for QHP enrollment;

(m) Informing or reminding Enrollees when QHP coverage should be renewed, when Enrollees may no longer be eligible to maintain their current QHP coverage because of age, or to inform Enrollees of QHP coverage options at renewal;

(n) Providing appropriate information, materials, and programs to inform and educate Consumers, Applicants, Qualified Individuals, and Enrollees about the use and management of their health information and services and options offered through selected QHP and among all available QHP options;

(o) Contacting Consumers, Applicants, Qualified Individuals, and Enrollees to assess their satisfaction or resolve complaints with services provided by Agent in connection with YHI or QHPs;

(p) Providing assistance in communicating with QHP Issuers;

(q) Carrying out Agent's legal responsibilities related to QHP Issuer functions in YHI's marketplace, as permitted or required by Agent's contractual relationships with QHP Issuers; and

(r) Other functions substantially similar to those enumerated above and any other functions that YHI approves in writing from time to time.

3.3 Scope of Collection. In performing Agent's functions under this Agreement, Agent shall collect, disclose, or otherwise use only the minimum amount of PII necessary to perform the Authorized Functions.

3.4 Use of PII. Agent may use the following information only to perform the Authorized Functions and for no other purposes: (i) PII collected from Consumers, Applicants, Qualified Individuals, or Enrollees, or these individuals' legal representative or Authorized Representative, in the context of completing an application for QHP, APTC or CSR eligibility; or (ii) any data transmitted from or through the Federal Data Services Hub (the "**Hub**").

3.5 Collection and Use of Information Provided Under Other Authorities. This Agreement does not prohibit Agent from (i) separately collecting information from Consumers, Applicants, Qualified Individuals, or Enrollees, or their legal representative or Authorized Representative, for a purpose not related to YHI or the Hub or (ii) using, reusing, and disclosing this separately collected information as permitted by law. Any information Agent collects for a purpose not related to YHI or the Hub must be separately collected and stored from any PII collected under this Agreement.

3.6 Ability of Consumer to Limit Collection and Use. Agent shall allow the Consumer, Applicant, Qualified Individual or Enrollee, or these individuals' legal representative or Authorized Representative, to limit the Agent's creation, collection, use, maintenance, storage, and disclosure of their PII to the sole purpose of obtaining Agent's assistance in applying for QHP, APTC or CSR eligibility, and for performing Authorized Functions.

3.7 Compliance with State and Federal Law. Agent shall comply with all state and federal law that applies to Agent's activities covered by this Agreement.

3.8 Book of Business Ownership. In the event Agent agrees to transfer its book of business (BOB) to another Broker, Agent, or agency, YHI shall update its records to reflect said BOB transfer; provided however, YHI shall have no obligation under this Section 3.8 unless and until (1) the Department of Insurance has approved the BOB transfer, (2) YHI is in receipt of a copy of the executed BOB transfer agreement verifying the parties' transfer authority and the consumer list to be transferred, and (3) YHI and the transferee Agent have executed an Insurance Producer Agreement for the Individual Market in form and substance similar to this Agreement.

3.9 Agent Commissions. Under no circumstance shall YHI have responsibility for payment of Agent commissions.

ARTICLE 4 DURATION AND TERMINATION

4.1 Effective Date, Duration, and Renewal. This Agreement becomes effective on the date the last of the two parties signs this Agreement and terminates on the day prior to the commencement of the next occurring YHI open enrollment period, and is renewable for subsequent periods at YHI's sole discretion. If YHI seeks to renew this Agreement, YHI will provide Agent with a written renewal notice at least 30 days before the termination date.

4.2 Termination. This Agreement automatically terminates on the dates provided in Section 4.1, unless renewed in accordance with Section 4.1.

4.3 Termination by Rejection of an Amendment. This Agreement automatically terminates in accordance with Section 5.10 if Agent rejects an amendment after notice from YHI.

4.4 Termination for Convenience. Either party may terminate this Agreement without cause by delivering written notice to the other party 30 days in advance of the effective termination date.

4.5 Termination for Cause.

(a) *Notice and Cure.* If Agent materially breaches any term of this Agreement, YHI may terminate this Agreement with 30 days written notice to the Agent that identifies the breach. Agent will have the 30 day notice period to commence a cure of the breach in accordance with this Section 4.5 to YHI's sole but reasonable satisfaction. Agent will have 7 days from the effective date of YHI's notice of breach to propose a plan and a time frame to cure the material breach, and YHI may reject, approve, or amend Agent's plan and time frame at YHI's sole but reasonable discretion. Agent shall then commence to cure the breach in accordance with the plan and time frame. If YHI, at YHI's sole but reasonable discretion,

determines that Agent is not diligently proceeding to complete the cure of the breach, then YHI may at any time immediately terminate this Agreement by notice to Agent with no further opportunity for Agent to cure.

(b) *Habitual Default.* If in any 12 month period YHI serves Agent with more than 3 notices of material breach under Section 4.5(a), YHI may, in its sole discretion, immediately terminate this Agreement upon notice to Agent with no further opportunity for Agent to cure.

ARTICLE 5 GENERAL PROVISIONS

5.1 Destruction of PII. Agent shall destroy all PII in Agent's possession at the end of the record retention period provided in Appendix A. If, upon the termination of this Agreement, Agent possesses PII for which no retention period is specified in Appendix A, Agent shall destroy this PII within 30 days of the termination this Agreement. Agent's obligations to protect and maintain the privacy and security of PII, as provided in Appendix A of this Agreement, shall continue until the PII is destroyed and shall survive the termination of this Agreement.

5.2 Notice. All notices and other communications ("**Notices**") between the parties related to this Agreement must be in writing and may be delivered by (i) United States Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of the postmark on the return receipt, or (ii) e-mail or an electronic communication delivered through the Marketplace System. A party shall address Notices to the following addresses, or any other address that one party provides in a Notice to the other party:

If to YHI: Your Health Idaho
 Attn: Policy Integration Manager
 1010 West Jefferson Street, Suite 200
 Boise, ID 83702
 connectors@yourhealthidaho.org

If to Agent: Agent's account on the Marketplace System; or
 Agent's e-mail address on record in the Marketplace System

5.3 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable or otherwise illegal, the provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intention of the parties, and the remainder of the Agreement shall remain in effect.

5.4 Remedies Cumulative. YHI's remedies under this Agreement are cumulative and not exclusive of any other remedies.

5.5 Interpretation. In the event of a conflict between this Agreement and any federal or state statutory, regulatory, or sub-regulatory guidance, then the statutory, regulatory, or sub-regulatory guidance will govern.

5.6 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

5.7 Assignment and Subcontracting. Agent shall not assign Agent's rights or obligations under this Agreement without YHI's consent, which YHI may withhold at YHI's sole discretion. Any attempt by Agent to assign, subcontract, or otherwise delegate Agent's rights or obligations in violation of this Agreement are void and Agent will remain legally responsible for all of Agent's obligations under this Agreement.

5.8 Governing Law. This Agreement is governed by Idaho law without regard to conflict of laws statutes or rules. The parties consent to jurisdiction and venue for any disputes related to this Agreement in the state and federal courts located in Ada County, Idaho.

5.9 Appendices. The Appendices attached hereto are incorporated herein as if each were set out in the body hereof in its entirety.

5.10 Amendment. YHI may from time to time amend this Agreement to conform to change in law or regulations by delivering written notice to Agent 30 days before the proposed effective date of any amendment ("**YHI Notice Period**"). Any amendments to this Agreement under this Section 5.10 will have prospective effect only and will not apply retroactively. Agent may reject an amendment under this Section 5.10 during the YHI Notice Period by providing YHI with written notice of Agent's intent to reject the amendment, and this Agreement will terminate 30 days following the effective date of Agent's notice to YHI of intent to reject the amendment.

5.11 Construction. This Agreement has been negotiated by the parties who have had the opportunity to consult their respective counsel. This Agreement shall not be construed more strictly against one party hereto than against any other party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

5.12 Entire Agreement. This Agreement, including all appendices and attachments, constitute the entire agreement between the parties, and supersedes all prior oral and written agreements and understandings between the parties. Except as set forth in Section 5.10, this Agreement cannot be modified or amended, unless both parties sign a written agreement to amend this Agreement.

5.13 Audit. The State of Idaho, YHI, CMS, the United States Comptroller General, the Office of the Inspector General of HHS, or their designees may audit, inspect, evaluate, examine, and make excerpts, transcripts, and copies of any books, records, documents, and other evidence of Agent's compliance with the requirements of this Agreement, upon reasonable notice to Agent and during Agent's regular business hours and at Agent's regular business location. Agent shall allow reasonable access to the information and facilities requested by the State of Idaho, YHI, CMS, the United States Comptroller General, the Office of the Inspector General of HHS, or their designees for the purpose of an audit.

5.14 Counterparts. This Agreement may be signed in facsimile, in counterparts, or by an electronic signature, each of which constitutes an original and all of which together constitute a single agreement.

5.15 Electronic Signature. The parties agree that this Agreement may signed by electronic means in compliance with the "Uniform Electronic Transactions Act," adopted in Idaho as Idaho Code §§ 28-50-101, *et seq.*