

**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 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 APTC and CSR.

**1.2 Role of Agent.** YHI allows Agent, acting as an Insurance Producer, to enroll individuals in 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 a QHP in a manner that constitutes enrollment through YHI and to assist individuals in applying for APTCs and CSRs, 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 shall comply with this Agreement. Agent shall further ensure that Agent's Workforce that creates, collects, accesses, stores, maintains, discloses, or uses PII related to YHI, 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 APTCs or CSRs, 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 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.

#### **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 ("**Effective Date**") 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 5.8 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: Operations Director  
                          1010 West Jefferson Street, Suite 200  
                          Boise, ID 83702  
                          support@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 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.

**5.7 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.

**5.8 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 5.8 will have prospective effect only and will not apply retroactively. Agent may reject an amendment under this Section 5.8 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.

**5.9 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 5.8, this Agreement cannot be modified or amended, unless both parties sign a written agreement to amend this Agreement.

**5.10 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.

**5.11 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.

**5.12 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.*

**APPENDICES:**

- Appendix A Privacy and Security Standards and Implementation Specifications for Non-Exchange Entities
- Appendix B Definitions
- Appendix C Agent Accountability Standards



**APPENDIX A  
PRIVACY AND SECURITY STANDARDS  
AND  
IMPLEMENTATION SPECIFICATIONS FOR NON-EXCHANGE ENTITIES**

**Statement of Applicability**

These standards and implementation specifications are established in accordance with Section 1411(g) of the Affordable Care Act (42 U.S.C. § 18081(g)) and 45 CFR 155.260. All terms used herein carry the meanings assigned in Appendix B.

The standards and implementation specifications that are set forth in this Appendix A and the MARS-E suite of documents (which can be found at <https://www.cms.gov/ccio/resources/regulations-and-guidance/>) are the same as, or more stringent than, the privacy and security standards and implementation specifications that YHI has established for YHI.

YHI will enter into contractual agreements with all Non-Exchange Entities that gain access to Personally Identifiable Information (“PII”) exchanged with YHI, or directly from Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or these individuals’ legal representatives or Authorized Representatives. That agreement and its appendices, including this Appendix A, govern any PII that is created, collected, disclosed, accessed, maintained, stored, or used by Non-Exchange Entities in the context of YHI. In signing that contractual agreement, in which this Appendix A has been incorporated, Non-Exchange Entities agree to comply with the standards and implementation specifications laid out in this document and the referenced MARS-E suite of documents while performing the Authorized Functions outlined in their respective agreements.

**Non-Exchange Entity Privacy and Security Standards  
and Implementation Specifications**

In addition to the standards and implementation specifications set forth in the MARS-E suite of documents noted above, Non-Exchange Entities must meet the following privacy and security standards and implementation specifications to the extent they are not inconsistent with any applicable MARS-E standards.

**1. Individual Access to PII.** In keeping with the standards and implementation specifications used by YHI, Non-Exchange Entities that maintain and/or store PII must provide Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or these individuals’ legal representatives and Authorized Representatives, with a simple and timely means of appropriately accessing PII pertaining to them and/or the person they represent in a physical or electronic readable form and format.

**Standard 1.1** Non-Exchange Entities that maintain and/or store PII must implement policies and procedures that provide access to PII upon request.

### **Implementation Specifications for Standard 1.1:**

- (a) Access rights must apply to any PII that is created, collected, disclosed, accessed, maintained, stored, and used by the Non-Exchange Entity to perform any of the Authorized Functions outlined in their respective agreements with YHI.
- (b) The release of electronic documents containing PII through any electronic means of communication (e.g., e-mail, web portal) must meet the verification requirements for the release of “written documents” in Standard 5.2.
- (c) Persons legally authorized to act on behalf of the Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers regarding their PII, including individuals acting under an appropriate power of attorney that complies with applicable state and federal law, must be granted access in accordance with their legal authority. Such access would generally be expected to be coextensive with the degree of access available to the Subject Individual.
- (d) At the time the request is made, the Consumer, Applicant, Qualified Individual, Enrollee, or these individuals’ legal representatives or Authorized Representatives should generally be required to specify which PII he or she would like access to. The Non-Exchange Entity may assist them in determining their Information or data needs if such assistance is requested.
- (e) Subject to paragraphs (f) and (g) of these Implementation Specifications for Standard 1.1, Non-Exchange Entities generally must provide access to the PII in the form or format requested, if it is readily producible in such form or format.
- (f) The Non-Exchange Entity may charge a fee only to recoup costs for labor for copying the PII, supplies for creating a paper copy or a copy on electronic media, postage if the PII is mailed, or any costs for preparing an explanation or summary of the PII if the recipient has requested and/or agreed to receive such summary. If such fees are paid, the Non-Exchange Entity must provide the requested copies in accordance with any other applicable standards and implementation specifications.
- (g) A Non-Exchange Entity that receives a request for notification of, or access to PII must verify the requestor’s identity in accordance with Standard 5.2.
- (h) A Non-Exchange Entity must complete its review of a request for access or notification (and grant or deny said notification and/or access) within 30 days of receipt of the notification and/or access request.
- (i) Except as otherwise provided in paragraph (j) of these Implementation Specifications for Standard 1.1, if the requested PII cannot be produced, the Non-Exchange Entity must provide an explanation for its denial of the notification or access request, and, if applicable, information regarding the availability of any appeal procedures, including the appropriate appeal authority’s name, title, and contact information.

- (j) Unreviewable grounds for denial. Non-Exchange Entities may deny access to PII that they maintain or store without providing an opportunity for review, in the following circumstances:
  - (i) If the PII was obtained or created solely for use in legal proceedings;
  - (ii) If the PII is contained in records that are subject to a law that either permits withholding the PII or bars the release of such PII.

**2. Openness and Transparency.** In keeping with the standards and implementation specifications used by YHI, Non-Exchange Entities must ensure openness and transparency about policies, procedures, and technologies that directly affect Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employers, and Qualified Employees, and their PII.

**Standard 2.1 Privacy Notice Statement.** Prior to collecting PII, the Non-Exchange Entity must provide a notice that is prominently and conspicuously displayed on a public facing Web site, if applicable, or on the electronic and/or paper form the Non-Exchange Entity will use to gather and/or request PII.

**Implementation Specifications for Standard 2.1:**

- (a) The statement must be written in plain language and provided in a manner that is accessible and timely to people living with disabilities and with limited English proficiency.
  - (i) The statement must contain at a minimum the following information:
    - (ii) Legal authority to collect PII;
    - (iii) Purpose of the information collection;
    - (iv) To whom PII might be disclosed, and for what purposes;
    - (v) Authorized uses and disclosures of any collected information;
    - (vi) Whether the request to collect PII is voluntary or mandatory under the applicable law;
    - (vii) Effects of non-disclosure if an individual chooses not to provide the requested information.
- (b) The Non-Exchange Entity shall maintain its Privacy Notice Statement content by reviewing and revising as necessary on an annual basis, at a minimum, and before or as soon as possible after any change to its privacy policies and procedures.
- (c) If the Non-Exchange Entity operates a Web site, it shall ensure that descriptions of its privacy and security practices, and information on how to file complaints with YHI and the Non-Exchange Entity, are publicly available through its Web site.

**3. Individual choice.** In keeping with the standards and implementation specifications used by YHI, Non-Exchange Entities should ensure that Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or these individuals' legal representatives or Authorized Representatives, are provided a reasonable opportunity and capability to make informed decisions about the creation, collection, disclosure, access, maintenance, storage, and use of their PII.

**Standard 3.1 Informed Consent.** The Non-Exchange Entity may create, collect, disclose, access, maintain, store, and use PII from Consumers, Applicants, Qualified Individuals, Enrollees, or these individuals' legal representatives or Authorized Representatives, only for the functions and purposes listed in the Privacy Notice Statement and any relevant agreements in effect as of the time the information is collected, unless YHI or Non-Exchange Entity obtains informed consent from such individuals.

**Implementation specifications for Standard 3.1:**

- (a) The Non-Exchange Entity must obtain informed consent from individuals for any use or disclosure of information that is not permissible within the scope of the Privacy Notice Statement and any relevant agreements that were in effect as of the time the PII was collected. Such consent must be subject to a right of revocation.
- (b) Any such consent that serves as the basis of a use or disclosure must:
  - (i) Be provided in specific terms and in plain language;
  - (ii) Identify the entity collecting or using the PII, and/or making the disclosure;
  - (iii) Identify the specific collections, use(s), and disclosure(s) of specified PII with respect to a specific recipient(s);
  - (iv) Provide notice of an individual's ability to revoke the consent at any time.
- (c) Consent documents must be appropriately secured and retained for 10 years.

**4. Creation, collection, disclosure, access, maintenance, storage, and use limitations.** In keeping with the standards and implementation specifications used by YHI, Non-Exchange Entities must ensure that PII is only created, collected, disclosed, accessed, maintained, stored, and used, to the extent necessary to accomplish a specified purpose(s) in the contractual agreement and any appendices. Such information shall never be used to discriminate against a Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employee, or Qualified Employer.

**Standard 4.1** Other than in accordance with the consent procedures outlined above, the Non-Exchange Entity shall only create, collect, disclose, access, maintain, store, and use PII:

- (a) To the extent necessary to ensure the efficient operation of the Exchange;

- (b) In accordance with its published Privacy Notice Statement and any applicable agreements that were in effect at the time the PII was collected, including the consent procedures outlined above in Section 3 above; or
- (c) In accordance with the permissible functions outlined in the regulations and agreements between YHI and the Non-Exchange Entity.

**Standard 4.2 Non-discrimination.** The Non-Exchange Entity should, to the greatest extent practicable, collect PII directly from the Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employee, or Qualified Employer, when the information may result in adverse determinations about benefits.

**Standard 4.3 Prohibited uses and disclosures of PII.**

**Implementation Specifications for Standard 4.3:**

- (a) The Non-Exchange Entity shall not request Information regarding citizenship, status as a national, or immigration status for an individual who is not seeking coverage for himself or herself on any application.
- (b) The Non-Exchange Entity shall not require an individual who is not seeking coverage for himself or herself to provide a social security number (SSN), except if an Applicant's eligibility is reliant on a tax filer's tax return and their SSN is relevant to verification of household income and family size.
- (c) The Non-Exchange Entity shall not use PII to discriminate, including employing marketing practices or benefit designs that will have the effect of discouraging the enrollment of individuals with significant health needs in QHPs.

**5. Data quality and integrity.** In keeping with the standards and implementation specifications used by YHI, Non-Exchange Entities should take reasonable steps to ensure that PII is complete, accurate, and up-to-date to the extent such data is necessary for the Non-Exchange Entity's intended use of such data, and that such data has not been altered or destroyed in an unauthorized manner, thereby ensuring the confidentiality, integrity, and availability of PII.

**Standard 5.1 Right to Amend, Correct, Substitute, or Delete PII.** In keeping with the standards and implementation specifications used by YHI, Non-Exchange Entities must offer Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or these individuals' legal representatives or Authorized Representatives, an opportunity to request amendment, correction, substitution, or deletion of PII maintained and/or stored by the Non-Exchange Entity if such individual believes that the PII is not accurate, timely, complete, relevant, or necessary to accomplish an Exchange-related function, except where the Information questioned originated from other sources, in which case the individual should contact the originating source.

**Implementation Specifications for Standard 5.1:**

- (a) Such individuals shall be provided with instructions as to how they should address their requests to the Non-Exchange Entity's Responsible Official, in

writing or telephonically. They may also be offered an opportunity to meet with such individual or their delegate(s) in person.

- (b) Such individuals shall be instructed to specify the following in each request:
  - (i) The PII they wish to correct, amend, substitute or delete;
  - (ii) The reasons for requesting such correction, amendment, substitution, or deletion, along with any supporting justification or evidence.
- (c) Such requests must be granted or denied within no more than 10 working days of receipt.
- (d) If the Responsible Official (or their delegate) reviews these materials and ultimately agrees that the identified PII is not accurate, timely, complete, relevant or necessary to accomplish the function for which the PII was obtained/provided, the PII should be corrected, amended, substituted, or deleted in accordance with applicable law.
- (e) If the Responsible Official (or their delegate) reviews these materials and ultimately does not agree that the PII should be corrected, amended, substituted, or deleted, the requestor shall be informed in writing of the denial, and, if applicable, the availability of any appeal procedures. If available, the notification must identify the appropriate appeal authority including that authority's name, title, and contact information.

**Standard 5.2 Verification of Identity for Requests to Amend, Correct, Substitute or Delete PII.** In keeping with the standards and implementation specifications used by YHI, Non-Exchange Entities that maintain and/or store PII must develop and implement policies and procedures to verify the identity of any person who requests access to; notification of; or amendment, correction, substitution, or deletion of PII that is maintained by or for the Non-Exchange Entity. This includes confirmation of an individuals' legal or personal authority to access; receive notification of; or seek amendment, correction, substitution, or deletion of a Consumer's, Applicant's, Qualified Individuals', Enrollee's, Qualified Employee's, or Qualified Employer's PII.

**Implementation Specifications for Standard 5.2:**

- (a) The requester must submit through mail, via an electronic upload process, or in-person to the Non-Exchange Entity's Responsible Official, a copy of one of the following government-issued identification: a driver's license, school identification card, voter registration card, U.S. military card or draft record, identification card issued by the federal, state or local government, including a U.S. passport, military dependent's identification card, Native American tribal document, or U.S. Coast Guard Merchant Mariner card.
- (b) If such requester cannot provide a copy of one of these documents, he or she can submit two of the following documents that corroborate one another: a birth certificate, Social Security card, marriage certificate, divorce decree, employer identification card, high school or college diploma, and/or property deed or title.

**Standard 5.3 Accounting for Disclosures.** Except for those disclosures made to the Non-Exchange Entity's Workforce who have a need for the record in the performance of their duties; and the disclosures that are necessary to carry out the required functions of the Non-Exchange Entity, Non-Exchange Entities that maintain and/or store PII shall maintain an accounting of any and all disclosures.

**Implementation Specifications for Standard 5.3:**

- (a) The accounting shall contain the date, nature, and purpose of such disclosures, and the name and address of the person or agency to whom the disclosure is made.
- (b) The accounting shall be retained for at least 10 years after the disclosure, or the life of the record, whichever is longer.
- (c) Notwithstanding exceptions in sub-section (j) of the Implementation Specifications for Standard 1.1 above, this accounting shall be available to Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, Qualified Employers, or these individuals' legal representatives or Authorized Representatives, on their request per the procedures outlined under the access standards in Section 1 above.

**6. Accountability.** In keeping with the standards and implementation specifications used by YHI, Non-Exchange Entities should adopt and implement the standards and implementation specifications in this document and the cited MARS-E document suite, in a manner that ensures appropriate monitoring and other means and methods to identify and report Incidents or Breaches.

**Standard 6.1 Reporting.** The Non-Exchange Entity must implement Breach and Incident handling procedures that are consistent with YHI's Incident and Breach Notification Procedures (which are available from YHI at the Non-Exchange Entity's request) and memorialized in the Non-Exchange Entity's own written policies and procedures. Such policies and procedures would:

- (a) Identify the Non-Exchange Entity's Designated Privacy Official, if applicable, and/or identify other personnel authorized to access PII and responsible for reporting and managing Incidents or Breaches to YHI.
- (b) Provide details regarding the identification, response, recovery, and follow-up of Incidents and Breaches, which should include information regarding the potential need for CMS to immediately suspend or revoke the Non-Exchange Entity's access to the Hub for containment purposes; and
- (c) Require reporting any Incident or Breach of PII to the YHI IT Service Desk by telephone at (208) 991-4911 or via email notification at incidents@yourhealthidaho.org within required time frames.

**Standard 6.2 Standard Operating Procedures.** The Non-Exchange Entity shall incorporate privacy and security standards and implementation specifications, where appropriate, in its standard operating procedures that are associated with functions involving the creation, collection, disclosure, access, maintenance, storage, or use of PII.

### **Implementation Specifications for Standard 6.2:**

- (a) The privacy and security standards and implementation specifications shall be written in plain language and shall be available to all of the Non-Exchange Entity's Workforce members whose responsibilities entail the creation, collection, maintenance, storage, access, or use of PII.
- (b) The procedures shall ensure the Non-Exchange Entity's cooperation with YHI in resolving any Incident or Breach, including (if requested by YHI) the return or destruction of any PII files it received under the Agreement; the provision of a formal response to an allegation of unauthorized PII use, reuse or disclosure; and/or the submission of a corrective action plan with steps designed to prevent any future unauthorized uses, reuses or disclosures.
- (c) The standard operating procedures must be designed and implemented to ensure the Non-Exchange Entity and its Workforce comply with the standards and implementation specifications contained herein, and must be reasonably designed, taking into account the size and the type of activities that relate to PII undertaken by the Non-Exchange Entity, to ensure such compliance.

**Standard 6.3 Training and Awareness.** The Non-Exchange Entity shall develop training and awareness programs for members of its Workforce that create, collect, disclose, access, maintain, store, and use PII while carrying out any Authorized Functions.

### **Implementation Specifications for Standard 6.3:**

- (a) The Non-Exchange Entity must require such individuals to successfully complete privacy and security training, as appropriate for their work duties and level of exposure to PII, prior to when they assume responsibility for/have access to PII.
- (b) The Non-Exchange Entity must require periodic role-based training on an annual basis, at a minimum.
- (c) The successful completion by such individuals of applicable training programs, curricula, and examinations offered through YHI is sufficient to satisfy the requirements of this paragraph.

**Standard 6.4 Security Controls.** The Non-Exchange Entity shall adopt and implement the Security Control standards cited in the MARS-E document suite for protecting the confidentiality, integrity, and availability of PII.

**Implementation Specifications for Standard 6.4:** Implementation specifications for each Security Control are provided in the MARS-E document suite.



## APPENDIX B DEFINITIONS

This Appendix B defines terms that are used in this Agreement, including the Appendices to this Agreement. Any capitalized term used in this Agreement that is not defined in this Appendix B or in the body of the Agreement has the meaning provided in 45 C.F.R. § 155.20.

1. **Affordable Care Act (ACA)** means the Patient Protection and Affordable Care Act (Public Law 111-148), as amended.
2. **Advance Payments of the Premium Tax Credit (APTC)** has the meaning set forth in 45 C.F.R. § 155.20.
3. **Agent or Broker** has the meaning set forth in 45 C.F.R. § 155.20.
4. **Applicant** has the meaning set forth in 45 C.F.R. § 155.20.
5. **Application Filer** has the meaning set forth in 45 C.F.R. § 155.20.
6. **Authorized Function** means a task performed by a Non-Exchange Entity that the Non-Exchange Entity is explicitly authorized or required to perform based on applicable law or regulation, and as enumerated in the Agreement that incorporates this Appendix B.
7. **Authorized Representative** means a person or organization meeting the requirements set forth in 45 C.F.R. § 155.227.
8. **Breach** is defined by OMB Memorandum M-07-16, Safeguarding and Responding to the Breach of Personally Identifiable Information (May 22, 2007), as the compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, loss of control or any similar term or phrase that refers to situations where persons other than authorized users or for an other than authorized purpose have access or potential access to Personally Identifiable Information, whether physical or electronic.
9. **CCIIO** means the Center for Consumer Information and Insurance Oversight within the Centers for Medicare & Medicaid Services (CMS).
10. **Certified Application Counselor** means an organization, staff person, or volunteer meeting the requirements set forth in 45 C.F.R. § 155.225.
11. **CMS** means the Centers for Medicare & Medicaid Services within HHS.
12. **Code** has the meaning set forth in 45 C.F.R. § 155.20.
13. **Compliance and Oversight Activities** are the routine activities and processes conducted by a Non-Exchange Entity as related to ensuring operational integrity, including but not limited to internal reviews and audits of business procedures and processes and maintaining records as required by State or federal law.
14. **Consumer** means a person who, for himself or herself, or on behalf of another individual, seeks information related to eligibility or coverage through a Qualified Health Plan

(QHP) or other Insurance Affordability Program, or whom an agent or broker (including Web-brokers), Navigator, Issuer, Certified Application Counselor, or other entity assists in applying for a coverage through QHP, applying for APTCs and CSRs, or completing enrollment in a QHP through its Web site for individual market coverage.

15. **Cost-sharing Reduction (CSR)** has the meaning set forth in 45 C.F.R. § 155.20.
16. **Customer Service** means assistance regarding Health Insurance Coverage provided to a Consumer, Applicant, Qualified Individual, Qualified Employer, or Qualified Employee, including but not limited to responding to questions and complaints and providing information about Health Insurance Coverage and enrollment processes in connection with YHI.
17. **Department of Insurance (DOI)** means the Idaho Department of Insurance.
18. **Designated Privacy Official** means a contact person or office responsible for receiving complaints related to Breaches or Incidents, able to provide further information about matters covered by the notice, responsible for the development and implementation of the privacy and security policies and procedures of the Non-Exchange Entity, and ensuring the Non-Exchange Entity has in place appropriate safeguards to protect the privacy and security of PII.
19. **Enrollee** has the meaning set forth in 45 C.F.R. § 155.20.
20. **Enrollment Reconciliation** is the process set forth in 45 C.F.R. § 155.400(d).
21. **Exchange** has the meaning set forth in 45 C.F.R. § 155.20.
22. **Federal Data Services Hub (Hub)** is the federally-managed service to interface data among connecting entities, including HHS, certain other federal agencies, and State Medicaid agencies.
23. **Health Insurance Coverage** has the meaning set forth in 45 C.F.R. § 155.20.
24. **HHS** means the U.S. Department of Health & Human Services.
25. **Health Insurance Portability and Accountability Act (HIPAA)** means the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, as amended, and its implementing regulations.
26. **Incident or Security Incident** means the act of violating an explicit or implied security policy, and includes without limitation (i) attempts, whether or not successful, to gain unauthorized access to a system or its data, (ii) unwanted disruption or denial of service, (iii) unauthorized use of a system for the processing or storage of data; and (iv) changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent.
27. **Information** means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.
28. **Insurance Affordability Program** means a program that is one of the following:

- (a) A State Medicaid program under title XIX of the Social Security Act.
  - (b) A State children’s health insurance program (CHIP) under title XXI of the Social Security Act.
  - (c) A State basic health program established under section 1331 of the Affordable Care Act.
  - (d) A program that makes coverage in a Qualified Health Plan through the Exchange with Advance Payments of the Premium Tax Credit established under section 36B of the Internal Revenue Code available to Qualified Individuals.
  - (e) A program that makes available coverage in a Qualified Health Plan through the Exchange with Cost-sharing Reductions established under section 1402 of the Affordable Care Act.
- 29. Insurance Producer** has the same meaning as “Agent or Broker.”
- 30. Issuer** has the meaning set forth in 45 C.F.R. § 144.103.
- 31. Marketplace System** means the business and technological systems operated by YHI or on YHI’s behalf to enable consumers to browse QHPs and applicants to shop for and select Health Insurance Coverage.
- 32. Minimum Acceptable Risk Standards—Exchanges (MARS-E)** means a CMS-published suite of documents that defines the security standards required pursuant to 45 C.F.R. § 155.260 and 45 C.F.R. § 155.270, for any Exchange, individual, or entity gaining access to information submitted to an Exchange or through an Exchange using a direct, system-to-system connection to the Hub, available on the CCIIO web site.
- 33. Navigator** has the meaning set forth in 45 C.F.R. § 155.20.
- 34. Non-Exchange Entity** has the meaning at 45 C.F.R. § 155.260(b), including but not limited to Navigators, agents, and brokers.
- 35. OMB** means the Office of Management and Budget.
- 36. Other Entity Identifier (OEID)** means an alternative identification mechanism that is used to identify itself or have itself identified on all covered transactions in which it needs to be identified or any other lawful purpose and is available through the Enumeration System identified in 45 C.F.R. § 162.508 to entities with the following characteristics:
- (a) Is identified in a transaction for which the Secretary of HHS has adopted a standard under 45 C.F.R. Part 162;
  - (b) Is not eligible to obtain a Health Plan Identifier under 45 C.F.R. § 162.506;
  - (c) Is not eligible to obtain a National Provider Identifier (NPI) under 45 C.F.R. § 160.410; and
  - (d) Is not an individual.

- 37. Personally Identifiable Information (PII)** has the meaning contained in OMB Memoranda M-07-16 (May 22, 2007) and means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 38. Qualified Employee** has the meaning set forth in 45 C.F.R. § 155.20.
- 39. Qualified Employer** has the meaning set forth in 45 C.F.R. § 155.20.
- 40. Qualified Health Plan (QHP)** has the meaning set forth in 45 C.F.R. § 155.20 and also means a stand-alone dental plan offered through YHI under 45 C.F.R. § 155.1065.
- 41. Qualified Individual** has the meaning set forth in 45 C.F.R. § 155.20.
- 42. Responsible Official** means an individual or officer responsible for managing a Non-Exchange Entity or YHI's records or information systems, or another individual designated as an individual to whom requests can be made, or the designee of any such officer or individual.
- 43. Security Control** means a safeguard or countermeasure prescribed for an information system or an organization designed to protect the confidentiality, integrity, and availability of its information and to meet a set of defined security requirements.
- 44. State** means the state of Idaho.
- 45. Trading Partner** means an entity that exchanges enrollment or financial management data with a Hub contractor.
- 46. Workforce** means a Non-Exchange Entity's or YHI's employees, agents, contractors, subcontractors, officers, directors, agents, representatives, and any other individual who may create, collect, disclose, access, maintain, store, or use PII in the performance of his or her duties.
- 47. Your Health Idaho (YHI)** means the Idaho Health Insurance Exchange, an independent body corporate and politic created by Idaho law and doing business as Your Health Idaho. YHI is the Exchange, sometime called "marketplace," established and operated by the state of Idaho under Section 1311 of the ACA for individual or small group market coverage.
- 48. YHI Companion Guides** means YHI-authored guides that supplement implementation guides published by Accredited Standards Committee (ASC) X12, Incorporated.

## **APPENDIX C AGENT ACCOUNTABILITY STANDARDS**

Your Health Idaho (YHI) recommends Agent Accountability Standards to ensure YHI certified agents meet minimum standards to sell products through the exchange, ensuring consistent, high-quality experiences for consumers. These standards apply to an agent, or an individual working on behalf of the agent or agency.

All agents are required to annually meet certification standards. This entails self-guided courses as well and mandatory in-person training. YHI training is designed to provide agents with the proper tools to provide efficient and accurate service to clients, as well as to empower agents with the necessary skills and product knowledge to best assist clients in the enrollment process.

Certification is valid for 12-month period that begins on the first day of Open Enrollment. Agents can certify at any time throughout the year, however, recertification must happen for the upcoming year before the first day of the next Open Enrollment. What this means is if an agent certifies for the current year in September, they would also need to certify for the upcoming year in October, if they want to be able to sell on the first day of Open Enrollment.

The Accountability Standards outlined in this document apply to the 12-month period corresponding with agent certification.

Agents, or those working on an agent's behalf, are subject to corrective action if they fail to meet these standards. This may include decertification from the exchange. Agents will also be held accountable for errors made by assistants working on their behalf.

### **Agent Accountability Standards:**

- Agent of Record accuracy demonstrated by adherence to the following:
  - YHI Policies and Procedures as set forth in YHI Policy Manual
  - YHI training as set forth in the YHI Learning Management System, live trainings and bulletins and webinars
- Protecting and securing consumers personally identifiable information (PII)
  - Understanding and following the process for reducing PII incidents
  - Understanding and following the process for reporting PII incidents
- Compliance of YHI Privacy and Security Standards ([Hyperlink to Document](#))
- Adherence to YHI Producer Agreement ([Hyperlink to Document.](#))

### **An agent of record error is defined by CMS as:**

45 CFR §155.420 d4

*d) The Exchange must allow a qualified individual or enrollee, and, when specified below, his or her dependent, to enroll in or change from one QHP to another if one of the following triggering events occur:*

*(4) The qualified individual's or his or her dependent's, enrollment or non-enrollment in a QHP is unintentional, inadvertent, or erroneous and is the result of the error, misrepresentation, misconduct, or inaction of an officer, employee, or agent of the Exchange or HHS, its instrumentalities, or a non-*

*Exchange entity providing enrollment assistance or conducting enrollment activities. For purposes of this provision, misconduct includes the failure to comply with applicable standards under this part, part 156 of this subchapter, or other applicable Federal or State laws as determined by the Exchange.*

If YHI receives three appeals listing an Agent of Record error, within a calendar year, YHI will forward the case to YHI leadership for review.

### **Accountability Standard Audits**

The YHI Agent Liaison will perform monthly audits of agent accounts to ensure accountability standards are being met. The Agent Liaison will also monitor and track reports from YHI Consumer Advocates and YHI Appeals Coordinator that indicate issues with adherence to YHI Accountability Standards.

If an agent or representative fails to meet these standards, they will receive up to three warning notices. The notices will allow the agent time to improve understanding of YHI policies and procedures and demonstrate knowledge of correct action. Activities that lead to a warning are defined as:

- Three appeals with an Agent of Record error within the certification period
- Validated PII incident
  - As described in YHI training
- Agent breach of YHI Privacy and Security Standards
- Agent breach of YHI Producer Agreement

When an agent has received three warning notices within a certification year, the case will be submitted to YHI Leadership to recommend appropriate actions.

Warning notices will be sent to the agent via certified mail. The notice will include description of incident and criteria for correction. See Attachment A for warning notice language.

In addition, activity that appears to be out of compliance with Title 41 of the Idaho Insurance Code will be forwarded to the Department of Insurance for review. (Add Hyperlink to title 41 of Idaho Insurance Code.)

If it is determined that agent decertification is appropriate after YHI leadership's review, notice will be delivered to the agent via certified mail.

Decertification will be implemented 15 days from the date of notice, to allow the agent to transfer his/her Book of Business and notify consumers. If the agent does not transfer the Book of Business, the agent's consumers will receive an e-mail from YHI but no further contact will occur unless the consumer contacts YHI for assistance. Agents who are decertified may request an appeal hearing.

Agents who are decertified will have the option to recertify for the next enrollment period.

### **Agent Decertification Appeal Process**

An agent may appeal a decertification decision by writing a letter to YHI's Executive Director explaining the circumstances around each incident that led to the decertification and why the agent feels the decertification is an inappropriate decision. If an agent is decertified by YHI three times in their career they will no longer be allowed to sell on the exchange.

## Appendix A

### First Warning Notice

Date  
Name  
Address  
City, State, Zip

Dear:

You are receiving this notice from Your Health Idaho, as part of its Agent Accountability policy.

This is your first warning that your activity or behavior conflicts with YHI's Agent Accountability Policy and must be corrected to avoid further action by YHI, and if applicable, the Idaho Department of Insurance.

On (date) YHI recorded (description of incident) via phone, email, letter, in-person meeting (select one).

This falls under the following criteria as set forth in YHI's Agent Accountability Policy (Cite criteria). Below is the complete list of YHI's Agent Accountability Standards

- Agent of Record accuracy demonstrated by adherence to the following:
  - o YHI Policies and Procedures as set forth in YHI Policy Manual
  - o YHI training as set forth in the YHI Learning Management System, live trainings and bulletins and webinar
- Protecting and securing consumers personally identifiable information (PII)
  - o Understanding and following process for reducing PII incidents
  - o Understanding and following the process for reporting PII incidents
- Compliance of YHI Privacy and Security Standards (Hyperlink to Document)
- Adherence to YHI Producer Agreement (Hyperlink to Document).

This is your first warning. If you have two additional incidents from the list above, within this certification year, your case will be forwarded to YHI leadership for review. This could result in decertification from YHI for the remainder of the certification year.

This warning will also be forwarded to the Idaho Department of Insurance for its records.

If you would like assistance in determining the best course of corrective action, please contact YHI at [outreach@yourhealthidaho.org](mailto:outreach@yourhealthidaho.org)

Sincerely,  
YHI

## Second Warning

Date  
Name  
Address  
City, State, Zip

Dear:

You are receiving this notice from Your Health Idaho, as part of its Agent Accountability Policy.

This is your second warning that YHI identified activity or behavior undertaken by you that conflicts with YHI's Agent Accountability Policy and must be corrected to avoid further action by YHI.

Your first warning was sent to you on (Date) regarding (incident).

On (date), YHI recorded (description of incident) via phone, email, letter, in-person (pick one). For this reason, you are receiving a second notice or warning.

This falls under the following criteria as set for in YHI's Agent Accountability Policy (Cite criteria). Below is the complete list of YHI's Agent Accountability Standards.

- Agent of Record accuracy demonstrated by adherence to the following:
  - o YHI Policies and Procedures as set for in YHI Policy Manual
  - o YHI training as set forth in the YHI Learning Management System, live trainings and bulletins and webinar
- Protecting and securing consumers personally identifiable information (PII)
  - o Understanding and following process for reducing PII incidents
  - o Understanding and following the process for reporting PII incidents
- Compliance of YHI Privacy and Security Standards (Hyperlink to Document)
- Adherence to YHI Producer Agreement (Hyperlink to Document).

This is your second warning. If YHI records another incident, your case will be forwarded to YHI leadership for review, which could result in decertification from YHI for the remainder of the year.

This notice will also be forwarded to the Idaho Department of Insurance for its records.

If you would like assistance in determining the best course of corrective action, please contact YHI at [outreach@yourhealthidaho.org](mailto:outreach@yourhealthidaho.org)

Sincerely,  
YHI



### **Third Warning**

Date  
Name  
Address  
City, State, Zip

Dear:

You are receiving this notice from Your Health Idaho, as part of its Agent Accountability policy.

This is your third and final warning that YHI identified activity or behavior undertaken by you that conflicts with YHI's Agent Accountability Policy.

Your first notice was sent to you on (date) regarding (issue).

Your second notice was sent to you on (date) regarding (issue).

This third notice is being sent because on (date) YHI recorded (description of incident.)

This falls under the following criteria as set for in YHI's Agent Accountability Policy (Cite criteria). Below is the complete list of YHI's Agent Accountability Standards:

- Agent of Record accuracy demonstrated by adherence to the following:
  - o YHI Policies and Procedures as set for in YHI Policy Manual
  - o YHI training as set forth in the YHI Learning Management System, live trainings and bulletins and webinar
- Protecting and securing consumers personally identifiable information (PII)
  - o Understanding and following process for reducing PII incidents
  - o Understanding and following the process for reporting PII incidents
- Compliance of YHI Privacy and Security Standards ([Hyperlink to Document](#))
- Adherence to YHI Producer Agreement ([Hyperlink to Document](#)).

Your case will be forwarded to YHI Leadership on (date) for review. You will receive notice of the determination on (date two weeks from review date), with the decision effective ....

This warning will also be forwarded to the Idaho Department of Insurance for its records.

If it is determined that you will be decertified from the exchange, you will have two weeks to notify your consumers and transfer your book of business. If you do not complete the transfer, your account will be deactivated and your consumers will receive a notice that they may select a new agent.

You may recertify for the next open enrollment period, if you so desire. You also have the right to appeal this decision.

Sincerely,  
YHI