



<Copy of> Broker Agreement

- The following requirements must be met by an Agent (also referred to as “Producer”) in order to be authorized to assist eligible employers in purchasing QHPs through the Small Business Marketplace:
 - Producer is duly licensed and in good standing with the New York State Department of Financial Services (“DFS”).
 - Prior to and as a condition of providing any services with respect to enrollment in QHPs through the Small Business Marketplace, Producer must:
 - provide the NY State of Health with proof of licensure from DFS;
 - complete a training program regarding the Small Business Marketplace (the “Small Business Marketplace Certification Training Program”) that has been approved by the NY State of Health and DFS;
 - pass the examination approved by the NY State of Health and DFS to confirm the successful completion of the Small Business Marketplace Certification Training Program; and
 - receive notification from the NY State of Health that the Producer is certified to sell QHPs through the Small Business Marketplace.
 - Producer shall not solicit or assist employers and/or their employees with respect to enrollment in QHPs or receive remuneration from a QHP for these services until the conditions set above have been met.
 - It is incumbent upon Producer to secure Producer agreements or Certificates of Appointment from QHP issuers and Broker of Record letters from employers in order to be compensated for the Producer’s services provided in connection with enrollment in a QHP. This Agreement does not provide the undersigned Producer with authority to represent or be compensated by a QHP issuer or to represent or be compensated by an employer or an employee seeking to enroll in a QHP through the Small Business Marketplace. The NY State of Health will not monitor, collect, or pay any monies related to Producer services.
 - Producer shall not charge a service fee with respect to enrollment in QHPs.
 - Producer’s access to and use of the Agent / Broker portal on the NY State of Health website is conditioned upon certain Rules of Behavior dictated by the NY State of Health.

- Producer must accurately and completely record and submit to the NY State of Health all information that the NY State of Health requires in order to provide services to eligible employers through the Small Business Marketplace.
- Producer must maintain adequate books and records in accordance with applicable law and standards within the health care insurance industry.
- The Producer shall preserve and retain all records relating to Producer's performance under this Agreement in readily accessible form during the term of this Agreement and for a period of ten (10) years thereafter.
- Producer agrees to audit by the DOH on reasonable and customary terms, subject to applicable State and federal law regarding the confidentiality of and release of confidential Protected Health Information of Enrollees.
- Producer shall at all times comply with the NY State of Health's Privacy and Security standards, including all incident and breach reporting requirements, which are consistent with the provisions of 45 CFR § 155.260 and the privacy and security standards of the Health Insurance Portability and Accountability Act ("HIPAA").
- Producer acknowledges and agrees that at no time will Producer be acting as an agent or employee of the NY State of Health or the State of New York and shall receive no remuneration from the NY State of Health or the State of New York.
- Producer shall not collect premiums and shall not bind coverage.
- If Producer's license is suspended, revoked or not renewed by New York State, his or her authorization under this Agreement will be suspended automatically.
- Producer shall comply with New York State law related to agents and brokers, including applicable State law regarding licensing, confidentiality and conflicts of interest.
- Producer acknowledges and agrees that he or she will perform all services with respect to the purchase and sale of QHPs through the Small Business Marketplace in accordance with the highest ethical standards relating to agent and broker services.



- Any advertising material distributed by Producer regarding the NY State of Health shall use the logo and branding designated by the DOH in referring to the NY State of Health. Producer shall provide copies of advertising material and/or a description of its advertising material to the DOH or DFS upon request.
- Producer may not distribute any advertisement, circular, or promotional literature that is inaccurate or misleading, and shall comply with the requirements of Title 11, Part 215 of the New York Code of Rules and Regulations (Regulation 34) regarding Advertisements of Accident and Health Insurance.
- Producer may not use marketing practices that will have the effect of discouraging the enrollment of employees with significant health needs.
- Producer acknowledges and agrees that his or her name and contact information may be listed on the NY State of Health website, together with certain descriptive information including languages spoken, group size preference, and QHP issuers represented.
- In the event that the NY State of Health provides Producer with a referral to a particular small business interested in enrolling in health insurance through the Small Business Marketplace, the Producer shall contact the business promptly, without unreasonable delay.
- Producer shall comply with all provisions of New York State and federal law regarding advertising material and marketing practices.
- Producer may not offer incentives of any kind to potential applicants to enroll in a QHP.
- Producer agrees to provide DOH, upon request, with information relating to Producer's arrangement(s) with QHP issuers.
- Producer will indemnify and hold harmless New York State and its employees, agents and independent contractors from any claims, liability, judgments, damages or costs asserted or awarded against or incurred as a result of any act, error, or omission of Producer.
- No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any subsequent breach of the same type, or a breach of any other provision of this Agreement.



- This Agreement and the authorization for the services outlined herein are specific to the undersigned Producer and may not be assigned.
- Producer understands and agrees that the term of this Agreement is two (2) years. At the expiration of this term, a Producer may reapply to the NY State of Health for renewal of his or her authorization to provide these services.
- The NY State of Health may terminate this Agreement at any time for failure of the Producer to comply with the terms of this Agreement.
- Any notices provided under this Agreement shall be in writing and directed to (1) the Agent/Broker at the address that the undersigned has provided to the NY State of Health and (2) the NY State of Health, as follows: