



Agency Appointment Process

Hello and welcome to Mountain Health CO-OP, a non-profit health insurance company.

Below you'll find a list of documents we require to be appointed with us.

Please sign, scan and email the listed materials below to: info@mhc.coop, or fax to 208-577-6241

List of required Documents to be scanned and sent by email:

- Producer Agreement for each agent
 - For agency appointments; Please fill out the producer agreement with agency information and then have each agent fill out and sign page 21. We will also need copies of each agent's license and certifications (see below).
- Business Associate Agreement
- Agency Appointment
- Direct Deposit Authorization
- Errors & Omission Coverage
- State Health Producer License (Include Agency License if new Agency Appointment)
- State Marketplace Certification
- W-9 form

PLEASE SCAN ALL DOCUMENTS AND SEND AS ONE DOCUMENT WITH YOUR NAME IN THE SUBJECT LINE!

Please double check your packet to be sure you have included all required documents.

If you leave one out, that will just slow down your appointment.

Thank you,
Pedro Rojas
208-917-1604
projas@mhc.coop



PRODUCER AGREEMENT

PRODUCER NAME:

This Agreement is effective on this ____ day of _____, 20____ (the “Effective Date”) by and between _____, (“Producer”), whose address is _____, and Idaho insurance producer’s license number is _____, and the Mountain Health CO-OP, a health service corporation holding a current certificate of authority to transact health insurance in the State of Idaho, (“MHC”), whose address is 1545 E. Iron Eagle Dr. Ste 101, Eagle, ID 83616. Producer and MHC agree as follows:

RECITALS

Whereas, the Producer is a licensed insurance producer and, as such, is authorized to solicit, negotiate, and transact health insurance in the State of Idaho and is duly authorized to enter into this Agreement;

Whereas, MHC is a managed care company with a current certificate of authority to underwrite and transact health insurance in Idaho and is duly authorized to enter into this Agreement;

Whereas, MHC has agreed to appoint and contract with Producer to assist in the solicitation, sales, and services associated with MHC’s health insurance Products in the State of Idaho and wishes to enter into this Agreement to set forth the respective duties and obligations of the parties.

Therefore, in consideration of the promises and mutual covenants contained herein, the Producer and MHC enter into this Agreement for Producer to assist in the solicitation, sales, and services associated with health insurance Products, underwritten by MHC, subject to the terms and conditions of this Agreement.

Section 1. Relationship of the Parties.

The parties acknowledge that this is a contract for services only, as specifically set forth herein, for purposes limited to marketing and servicing of MHC’s health insurance Products. Producer shall be considered an independent contractor, as defined in Idaho Code § 72-1316, at all times and for all purposes relating to this Agreement, and shall not be considered or construed to be an employee of MHC.

Section 2. Scope of Authority.

- A.** MHC recognizes that as an independent contractor, the Producer may do all acts the Producer deems necessary to carry out the terms of this Agreement, subject to the Limitations of Authority set forth in Section 3 of this Agreement.
- B.** Producer represents and warrants as a material term of this Agreement that Producer has, and will maintain during the term of this Agreement, an unrestricted license as a health insurance producer in the State of Idaho. Producer shall maintain all permits, licenses and registrations that are required to perform the services in this Agreement, including, but not limited to, completion of the Producer Exchange Training and Certification Program and subsequent completion of continuing education in every 24-month period so as to maintain current certification or registration related to health insurance Products sold on a health insurance exchange/marketplace established by the State of Idaho or an exchange established by the United States Department of Health and Human Services in accordance with 42 U.S. C. 18031.
- C.** MHC authorizes the Producer to do, and producer agrees to do all of the following duties and obligations:
 - 1.** To solicit applications, obtain factual information on prospective enrollees, applications for contracts and similar or related documents required by MHC prior to effectuating insurance coverage, and to forward these documents to MHC at least thirty (30) days prior to the Effective Date of such coverage (“Pre-Applications”). Any Pre-Applications shall be advertised at the membership rate and pursuant to such other underwriting criteria as MHC shall provide to Producer with the express restriction that such membership rate and underwriting criteria may change prior to the Effective Date. Producer shall expressly notify any prospective enrollees of the potential that terms may change prior to the Effective Date when soliciting Pre-Applications.
 - 2.** Producer is only authorized to solicit and secure memberships in health insurance Products beginning on the Effective Date and then only at the membership rate and pursuant to such other underwriting criteria currently in effect at the time of the last notification received by Producer from MHC.
 - 3.** To ensure that an applicant enrolled in a qualified health plan through the health benefit exchange completes the application on the exchange website and completes the eligibility verification process, including applying for premium tax credits and cost-sharing reductions, if applicable. Producer shall verify that applicant has completed the enrollment process and proof of such verification shall be subject to audit as further set forth in Section 2.9 below. Producer may choose to use a portal provided by MHC to enroll applicants in qualified health plans.
 - 4.** The qualified health plan health benefit exchange information to be relayed by Producer to applicant includes the following:
 - a.** which exchange plans offer cost-sharing assistance;
 - b.** that an online calculator is available to help determine the applicant’s premium

- share and cost-sharing obligations in various plans after the tax credit and cost-sharing assistance;
- c. that the applicant can enroll directly through the exchange if the applicant does not want to use a producer or broker; and
 - d. that in addition to or instead of using a producer or broker, the applicant can get help from a navigator who is not paid by plans and is impartial.
 5. If specifically authorized by MHC in writing or as otherwise authorized by law, to collect only the full initial premium, other fees or charges for health insurance Products or policies to be issued or benefits to be provided and to submit all such monies collected to MHC within three (3) business days of receipt thereof.
 6. To deliver the certificates of insurance, or benefits contracts or policies or other agreements as between MHC and policyholders to the policyholders promptly and in accordance with state law and MHC's delivery requirements.
 7. To provide prompt, courteous service and accurate information to policyholders at all times.
 8. To be governed strictly by all underwriting rules, regulations and instructions which may be promulgated by MHC and to observe and comply with all applicable insurance laws and the Idaho Department of Insurance regulations. In the event of any dispute between the parties hereto as to the interpretation of MHC's underwriting rules, regulations and instructions, MHC in its sole discretion shall resolve any such dispute.
 9. To keep such records as may be reasonably required by MHC and/or required under applicable laws and regulations for a period of no less than five (5) years following the termination of this Agreement. Producer shall make all books, records, papers, and information of Producer relating to this Agreement available to MHC and the Office of the Department of Insurance or to other governmental authorities with jurisdiction over MHC or Producer at all reasonable times upon demand for inspection, examination, and copying at Producer's principal place of business or other mutually agreeable locations in Idaho. Producer shall retain such records for the time period provided for in applicable federal and state statutes or regulations as may be amended from time to time, or in the event Producer has been duly notified of an audit or investigation of MHC or by any federal or state agency, until the date such audit or investigation is resolved, whichever is later. All records, manuals and supplies furnished to the Producer by MHC are proprietary and may not be reproduced without written consent by MHC. Such proprietary information shall be promptly returned to MHC upon termination of this Agreement. Producer's obligations pursuant to this Section 2.9 shall survive termination of this Agreement.

Section 3. Limitations of Authority.

Producer represents and warrants that Producer's authority does not permit Producer to do any of the following acts and will not commit MHC to perform any of the following acts:

- A. To waive, modify, alter or amend any terms, rates, proposals, advertisements, conditions or limitation of any contract or certificate of insurance or contract.
- B. To approve, or to bind, obligate or commit MHC in any manner. No authority shall be implied from the authority expressly granted Producer by MHC hereunder.
- C. To incur any debt, expense or liability on behalf of MHC.
- D. To extend the time for payment of any premium of other monies or to reinstate any coverage terminated.
- E. Paying or allowing, or offering to pay or allow, as an inducement to any person to insure or contract for services, any rebate of premium or administrative fees or consideration or any inducement not specified and fully disclosed in the policy or proposal.
- F. No rights or interests of the Producer in or under this Agreement shall be sold or assigned, or subject to sale or assignment, without the written consent of MHC.
- G. Representing itself as an employee of MHC, notwithstanding the appointment to act as an insurance producer on behalf of MHC.
- H. Engaging in any illegal or unethical conduct or violating any state or federal law or regulation including but not limited to ERISA and the insurance laws and regulations of the State of Idaho wherein Producer is licensed.

Section 4. Conviction of a Felony Involving Dishonesty or Breach of Trust.

Section 1033 of the Violent Crime and Law Enforcement Act of 1994 prohibits insurers from employing or contracting with, for any aspect of its business that involves the “business of insurance”, any individual who has been convicted of a criminal felony involving dishonesty or breach of trust or who has been convicted or an offense under section 1033 of the Violent Crime Control and Law Enforcement Act of 1994. Producer attests, upon signing this form, that he or she has not been convicted of a criminal felony as described in the preceding sentence. Producer agrees to provide an annual certification form attesting to the Producer’s compliance with disclosure of any conviction and to immediately inform MHC of any conviction described in the preceding sentence.

Failure to comply with the above will result in immediate termination of this Agreement.

Section 5. Business Associate Agreement/Privacy.

Producer agrees to comply with all federal and state laws regarding the privacy and confidentiality of personal and financial information regarding MHC applicants, current and former customers and to protect the privacy and confidentiality of the same. Producer is required to execute MHC’s Business Associate Agreement prior to creating, maintaining, receiving, using or disclosing Protected Health Information (PHI) on behalf of MHC. Producer agrees to comply with the Business Associate Agreement.

Section 6. Indemnification and Insurance.

- A. Producer agrees to indemnify, defend and hold harmless MHC and its directors, officers, employees, successors and assigns from any damages and against all claims, penalties, liabilities, losses, damages, suits, settlements, judgments or costs, including reasonable

attorney's fees, which may arise from the acts or omissions of Producer, its officers, employees, affiliates or agents in performing under this Agreement or from the failure to comply with the laws and regulations governing its business.

- B.** Producer covenants and agrees that it shall maintain, during the term hereof, all insurance and/or bonds required by law, including but not limited to: Professional Liability and Errors and Omissions Insurance in the minimum amount of \$1,000,000/\$1,000,000.
- C.** Producer shall, upon execution of this Agreement and at such times thereafter as MHC may request, furnish certificates of insurance to MHC, evidencing the existence of coverage required by this Section 6. Producer shall provide MHC with not less than ten (10) days advance written notice of any cancellation, reduction, or other material change in the amount or scope of any coverage(s) required hereunder.

Section 7. Reservation of Rights.

MHC specifically reserves the following rights, subject to appropriate regulatory approval where applicable:

- A.** To discontinue or withdraw from sale or modify or amend any policy or certificate of insurance, contract, marketing material, proposal, or marketing concept;
- B.** To modify, amend or cancel any policy or certificate of insurance;
- C.** To determine all terms, conditions and limitations on any policy or certificate of insurance or contract; and
- D.** Upon reasonable notice, to audit and make copies of any and all records in the Producer's possession which relate to the Producer's performance of its obligations under this Agreement at reasonable intervals and during regular business hours.

Section 8. Compensation.

- A.** MHC shall pay the Producer compensation in the form of commission payments as set forth in the Schedule of Commissions in "Attachment A" attached hereto on those premiums paid to MHC for business submitted pursuant to this Agreement and approved by MHC, provided that the Producer is in compliance with all the terms and conditions of this Agreement and is not terminated as defined in this Agreement, continues to be designated by the policyholder named in the Product or policy as the Broker or Agent or Producer of record with respect to such policyholder, and the policyholder continues to be enrolled with the MHC.
- B.** MHC shall have no obligation to the Producer for any expenses that may be incurred in connection with the services performed hereunder.
- C.** Commission payments shall be based on collected and reconciled premium.
- D.** In the event of termination of the Agreement as set forth in Section 9, Producer shall be entitled to the commission on premiums written attributable to Products or policies with effective dates prior to the effective date of Producer's termination until the first expiration date of each such policy following the effective date of Producer's termination.
- E.** If Producer does not agree with MHC's calculation of written premium at Producer's termination date, Producer can request an accounting to be prepared by MHC no later than fourteen (14) months following the effective date of Producer's termination.

Section 9. Termination.

This Agreement may be terminated upon the occurrence of any of the following:

- A. The Producer withholds or converts to Producer's own use premiums, other monies or property of MHC or of an applicant or insured of MHC;
- B. The Producer's license expires or is revoked, suspended, or terminated;
- C. Thirty (30) days' prior written notice by MHC or the Producer unless both parties agree to waive such prior written notice;
- D. The Producer is convicted of a felony;
- E. The Producer fails to maintain errors and omissions coverage;
- F. The dissolution, bankruptcy (whether voluntary or involuntary), insolvency or assignment for the benefit of creditors of the Producer; or
- G. Upon the Producer's breach of any of the terms of this Agreement or underwriting rules, regulations and instructions provided by MHC or otherwise.

Termination shall take effect as of the date of the event described in this Section unless notice is required to be given or is otherwise provided, in which event termination shall take effect as of the date specified in such notice.

Section 10. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties and shall not be modified or rescinded, except by a writing signed by both parties. Any alterations to this Agreement must be in a separate written document signed by both parties. This Agreement supersedes all prior oral and written quotations, communications, agreements, and the understandings of the parties with respect to the matters contained herein.

Section 11. Notices.

Any notice required to be given under this Agreement shall be in writing and sent by confirmed facsimile or by certified mail, return receipt requested, at the address set forth above or at such other address as the parties may designate from time to time. Notice shall be effective as of the date of mailing or the transmission of such facsimile, whichever shall be applicable.

Section 12. General Provisions.

- A. All payments and indemnification obligations contained herein shall survive the termination of this Agreement.
- B. The headings or captions of each section of this Agreement are for convenience and reference only and are not part of this Agreement, and do not in any way modify, interpret, or construe the intent of the parties or otherwise affect any of the provisions of this Agreement.
- C. The failure of either party to exercise any of its rights hereunder shall not operate as a waiver of such right and any waiver by either party of any of its rights hereunder shall not be deemed to be a continuing waiver, or a waiver of any other right.

D. If any of the provisions of this Agreement shall be held unlawful, invalid or unenforceable by any court or administrative agency, they shall be deemed severable and the remainder of this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

E. The construction, interpretation and performance of this Agreement and all transactions under this Agreement shall be governed by the laws of the State of Idaho.

In witness whereof, the parties hereby cause this Agreement to be executed by their duly authorized representatives.

PRODUCER

By: _____ Date: _____
(Signature)

Print Name: _____

Telephone Numbers:

Work: (____) _____

Cell: (____) _____

Address: _____

City, State, Zip: _____

Email Address: _____

Tax ID Number or Social Security Number: _____

Idaho Insurance License Number: _____

National Producer Number _____

**Attach a copy of your State Insurance License for appointment with MHC*

MOUNTAIN HEALTH CO-OP

By: _____ Date: _____
(Signature)

Print Name: _____

Title: _____

Telephone Numbers:

Work: (____) _____

Exhibit A amended as of December 1, 2017

Exhibit A
MOUNTAIN HEALTH CO-OP
Schedule of Commissions
Exchange/Marketplace

Mountain Health CO-OP will compensate Producer as follows for each individual of a family with commission paid up to five members per family properly enrolled in an Exchange/Marketplace Product which Producer is approved and authorized to market, promote and sell.

Product	
Each individual policy on the Exchange/Marketplace (each person, family member or not, represents a policy)	\$10 per individual policy per month Family plans limited to a payment of \$10 for two adult members and \$10 per dependent up to a maximum of 3 dependents per family per month. (Example: A family of 5 or more would represent a maximum monthly commission of \$50 per month for a family plan)
Small Group Policy	5% annually, paid monthly based on paid premium

PRODUCER

By: _____ (Signature)

Date: _____

MOUNTAIN HEALTH CO-OP

By: _____ (Signature)

Date: _____

MOUNTAIN HEALTH CO-OP BUSINESS ASSOCIATE AGREEMENT

Mountain Health CO-OP (“Covered Entity”) and _____ (“Business Associate”/Agency) hereby enter into this Business Associate Agreement (“Agreement”) for purposes of compliance with federal law, as set forth below.

Recitals

Pursuant to the contractual relationship between the parties, Covered Entity may provide Business Associate with Protected Health Information (PHI) and Business Associate may create or receive PHI from other sources, so that Business Associate may perform its responsibilities pursuant to its underlying agreement(s) with and on behalf of Covered Entity.

Covered Entity and Business Associate intend to protect the privacy of PHI and provide for the security of any Electronic PHI received from Covered Entity, or created or received by Business Associate on behalf of the Covered Entity, in compliance with: (i) the Administrative Simplification portion of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); (ii) the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”); and (iii) the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164 (the “HIPAA Rules”).

Federal regulations at 45 CFR § 164.308(b), 45 CFR § 164.314, 45 CFR §164.502(e) and 45 CFR §164.504(e) require Covered Entity to enter into written agreements with all Business Associates.

For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this agreement for the purpose of ensuring compliance with the foregoing requirements of federal law;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Definitions

For purposes of this Agreement, the following terms shall have the same meaning as those terms in the HIPAA Rules: Data Aggregation, Health Care Operations, Minimum Necessary, Notice of Privacy Practices and Sale. Any terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, the HIPAA Rules and other official government guidance.

For purposes of this Agreement, the following definitions shall also apply:

- a) Breach. “Breach” has the same meaning as provided in 45 CFR § 164.402, except that for purposes of this Agreement, a Breach shall include an acquisition, access, Use, or Disclosure of Protected Health Information that is not permitted by the HIPAA Rules, without regard to any assessment or determination by the Business Associate as to the degree of probability that the PHI has been compromised based upon an assessment of the factors specified in the definition of “breach” in 45 CFR § 164.402(2)(i) through (iv).
- b) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Agreement means the individual or entity identified as Business Associate in the first paragraph of this Agreement, and includes all employees, Subcontractors, and agents of Business Associate.

- c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement means the Mountain Health CO-OP.
- d) Designated Record Set. "Designated Record Set" has the same meaning provided in 45 CFR § 164.501.
- e) Disclosure. "Disclosure" has the same meaning provided in 45 CFR § 160.103, and such definition also applies to the terms "Disclose" and "Disclosed."
- f) Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" has the same meaning as provided in 45 CFR § 160.103, limited to the electronic information created, maintained, or received by Business Associate from or on behalf of Covered Entity.
- g) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- h) Individual. "Individual" has the same meaning provided in 45 CFR § 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- i) Limited Data Set. "Limited Data Set" has the same meaning provided in 45 CFR § 164.514(e)(2).
- j) Privacy Rule. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- k) Protected Health Information (PHI). "Protected Health Information" or "PHI" has the same meaning provided in 45 CFR § 160.103 limited to the information created, maintained or received by Business Associate from or on behalf of Covered Entity.
- l) Required By Law. "Required By Law" has the same meaning provided in 45 CFR § 164.103 and as defined by any applicable Idaho law or regulation that is not preempted by HIPAA.
- m) Secretary. "Secretary" means the Secretary of the Department of Health and Human Services or the Secretary's designee.
- n) Security Incident. "Security Incident" has the same meaning provided in 45 CFR § 164.304.
- o) Security Rule. "Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
- p) Subcontractor. "Subcontractor" has the same meaning provided in 45 CFR § 160.103.
- q) Successful Security Incident. "Successful Security Incident" means a Security Incident which results in unauthorized access, Use, Disclosure, modification, or destruction of PHI or Electronic PHI. For purposes of example and without limiting the term, Successful Security Incident does not include Security Incidents where there is no unauthorized access, Use, Disclosure, modification, or destruction of PHI or Electronic PHI, such as pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid user name or password, denial-of-service attacks that do not result in the system being taken offline, or malware such as worms or viruses.
- r) Unsecured Protected Health Information. "Unsecured Protected Health Information" or "Unsecured PHI" has the same meaning provided in 45 CFR § 164.402.
- s) Use. "Use" has the same meaning provided in 45 CFR § 160.103, and such definition also applies to the term "Used."

2. Obligations and Activities of Business Associate

Business Associate acknowledges and agrees that it is obligated by law to comply with the Administrative

Simplification portion of HIPAA, the provisions of the HITECH Act applicable to business associates, and the HIPAA Rules, which provisions are incorporated herein and made a part of this Agreement. Covered Entity and Business Associate further agree that any regulations and/or official guidance issued by DHHS with respect to the Administrative Simplification portion of HIPAA or the provisions of the HITECH Act applicable to business associates shall be deemed incorporated into and made a part of this Agreement.

Business Associate agrees not to Use or Disclose PHI other than as permitted or required by this Agreement or as Required by Law.

- a) Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards that reasonably and appropriately prevent the Use or Disclosure of PHI, other than as permitted by this Agreement, including, but not limited to, using appropriate safeguards and complying with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent Use or Disclosure of the information other than as provided for in this Agreement.
- b) Business Associate will, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractor of Business Associate that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and restrictions that apply to the Business Associate with respect to such information. If the Business Associate knows of a pattern of activity or practice of a such a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligation under such agreement, Business Associate must take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, must terminate the contract or arrangement, if feasible.
- c) At the request and direction of Covered Entity, the Business Associate shall make available PHI in a Designated Record Set to either the Covered Entity or an Individual or the Individual's designee, as necessary and in a time and manner that is sufficient to satisfy Covered Entity's obligations under 45 CFR 164.524, and, where Required by Law, shall make such information available to the Covered Entity or Individual as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.524(c)(2)(ii) and (3)(ii) with respect to an Individual's request for an electronic copy of PHI. If an Individual makes a request for access to information directly to the Business Associate, the Business Associate shall provide access to the Individual within the same time and manner as would be required of the Covered Entity under law or, in the alternative, the Business Associate shall forward the Individual's request to the Covered Entity, within five (5) business days of receipt of the request, with the Business Associate's written request that the Covered Entity respond to the Individual's request, and the Covered Entity shall then be responsible to respond as required under 45 CFR 164.524.
- d) Business Associate shall make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If an Individual makes a request for amendment directly to the Business Associate, the Business Associate shall make any amendments to the information in the Designated Record Set within the same time and manner as would be required of the Covered Entity under law or, in the alternative, the Business Associate shall forward the Individual's request for amendment(s) to the Covered Entity, within five (5) business days of receipt of the request, with the Business Associate's written request that the Covered Entity respond to the Individual's request, and the Covered Entity shall then be responsible to satisfy Covered Entity's obligations under 45 CFR 164.526.
- e) Business Associate agrees to make its internal practices, books, and records, including policies and procedures, and any PHI, relating to the Use and Disclosure of PHI, available to Covered Entity or to the Secretary (including the Secretary's designee) for purposes of determining compliance with this Agreement, the administrative simplification provision of the HIPAA Rules and/or applicable law. Business Associate will provide such access in a time and manner that is sufficient to meet any applicable requirements of applicable law. This provision does not create any obligation on the part of Covered Entity to conduct any inspection or audit.

- f) Business Associate agrees to document and maintain a record of Disclosures of PHI and information related to such Disclosures in a manner that is sufficient for Covered Entity or Business Associate to respond to a request by Covered Entity or an Individual for an Accounting of Disclosures of PHI in accordance with 45 C F R § 164.528. Such documentation and record are referred to in this Agreement as an “Accounting.” Unless otherwise provided under the HIPAA Rules, Business Associate will maintain the Accounting with respect to each Disclosure for at least six (6) years following the date of the Disclosure.
- g) The Business Associate shall provide an Accounting of Disclosures to the Covered Entity, or at the Covered Entity’s direction to an individual, within ten (10) days after the Covered Entity’s request or another time frame agreed upon by the parties, in order for the Covered Entity to satisfy its obligations under 45 CFR 164.528. In addition, where Business Associate is contacted directly by an Individual for an Accounting of Disclosures, based upon information provided to the Individual by Covered Entity, and where so required by the HIPAA Rules, Business Associate shall make such Accounting available directly to the Individual within the time required under applicable law.
- h) When Using or Disclosing PHI or when requesting PHI from or on behalf of Covered Entity, Business Associate shall, where required by the HITECH Act, utilize a Limited Data Set, if practicable. Otherwise, Business Associate agrees to make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request in accordance with, and unless excepted from, the minimum necessary limitation in 45 CFR § 164.502(b). Where required by the HIPAA Rules or the HITECH Act, Business Associate shall determine what constitutes the minimum necessary to accomplish the intended purpose of a Disclosure.
- i) Business Associate shall not engage in any sale of or directly or indirectly receive remuneration in exchange for any PHI of an Individual, except as permitted by any applicable provisions of the HIPAA Rules and as expressly authorized by the Business Associate’s underlying agreement with Covered Entity.
- j) Business Associate agrees to promptly report to Covered Entity any Use or Disclosure of PHI that is not provided for by this Agreement of which the Business Associate becomes aware. Business Associate agrees to promptly report to Covered Entity any Security Incident of which Business Associate becomes aware. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a Use or Disclosure of PHI by Business Associate not provided for by this Agreement or of a Successful Security Incident.
- k) In addition to the requirements of subsection (j), Business Associate will report to Covered Entity, following discovery and without unreasonable delay, but in no event later than five (5) business days following discovery, any Breach of Unsecured PHI as required at 45 CFR 164.410. The report shall be in substantially the same form as **Exhibit A** attached.

Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting Covered Entity’s obligations under the HIPAA Rules and any other applicable security breach notification laws, including but not limited to providing Covered Entity with such information in addition to Business Associate’s report as Covered Entity may reasonably request, e.g., for purposes of Covered Entity making a determination of the degree of probability that the PHI has been compromised as a result of the Breach based upon an assessment of the factors specified in the definition of “breach” in 45 CFR § 164.402(2)(i) through (iv).

- i. For purposes of this subsection (k), discovery of a Breach by Business Associate shall be deemed to have occurred as of the first day on which such Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate shall be deemed to have knowledge of a Breach if the Breach is known, or, by exercising reasonable diligence would have been known to, any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate.
- ii. Business Associate’s report under this subsection (k) shall, to the extent available at the time the

initial report is required (i.e., no later than five (5) business days following discovery of the Breach) or as promptly thereafter as such information becomes available, but in no event later than thirty (30) days following discovery of the Breach, include:

- a. The identification (if known) of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, acquired, accessed, Used, or Disclosed during such Breach;
 - b. A description of the nature of the unauthorized acquisition, access, Use, or Disclosure, including the date of the Breach and the date of discovery of the Breach;
 - c. A description of the type of Unsecured PHI acquired, accessed, Used or Disclosed in the Breach (e.g., name, social security number, etc.);
 - d. The identity of the individual(s) or entity(ies) who made and who received the unauthorized acquisition, access, Use, or Disclosure;
 - e. A description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 - f. Contact information for Business Associate's representatives knowledgeable about the Breach.
- iii. Business Associate shall maintain (for a period of six (6) years after such determination) documentation to demonstrate the basis for any determination by the Business Associate that a non-permitted acquisition, access, Use, or Disclosure of PHI is not a Breach because:
- a. as provided in 45 CFR §164.402(1)(i), the acquisition, access, or Use was made unintentionally, in good faith, and within the scope of the person's authority by a workforce member or person acting under authority of Business Associate, and did not result in further Use or Disclosure in a manner not permitted by the Privacy Rule;
 - b. as provided in 45 CFR §164.402(1)(ii), the Disclosure was made inadvertently by a person authorized to access PHI at the same Business Associate and the information disclosed was not further Used or Disclosed in a manner not permitted by the Privacy Rule; or
 - c. as provided in 45 CFR §164.402(1)(iii), the Business Associate has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.
- l) The Business Associate shall, to the extent it is necessary to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

3. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement, Business Associate may Use or Disclose PHI, consistent with the HIPAA Rule, as follows:

- a) Business Associate may Use or Disclose PHI as necessary to perform functions, activities, or services to or on behalf of Covered Entity under any service agreement(s) with Covered Entity if Business Associate's Use or Disclosure of PHI would not violate the HIPAA Rules or HITECH Act if done by Covered Entity.
- b) Business Associate may Use or Disclose PHI as Required by Law.

- c) Business Associate agrees to make Uses and Disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- d) Business Associate may Use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
- e) Business Associate is not authorized to Use PHI to de-identify the information in accordance with 45 CFR 164.514(a) through (c), unless specifically authorized in writing by Covered Entity to do so and, if so authorized, only in compliance with 45 CFR 164.514(a) through (c).
- f) Business Associate shall not Use or Disclose genetic information for underwriting purposes in violation of the HIPAA Rules.
- g) Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the following specific Uses and Disclosures in (h) through (j).
- h) Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate.
- i) Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate if:
 - i. Disclosure is Required By Law; or
 - ii. Business Associate obtains reasonable assurances from the person to whom the PHI is Disclosed that the PHI will remain confidential, and will be Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person agrees to promptly notify the Business Associate of any known Breach or unauthorized Disclosure of the PHI.
- j) Business Associate may Use PHI to provide data aggregation services relating to the health care operations of the Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

4. Obligations of Covered Entity

- a) Covered Entity will notify Business Associate of any limitations on Uses or Disclosures described in its notice of privacy practices (NOPP) in accordance with 45 CFR § 164.520(b)(2), to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- b) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or disclose his or her PHI, to the extent that such changes or revocation may affect Business Associate's Use or Disclosure of PHI.
- c) Covered Entity will notify Business Associate of any restriction of the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- d) Covered Entity will notify Business Associate of any alternative means or locations for receipt of communications by an Individual which must be accommodated or permitted by Covered Entity pursuant to 45 CFR § 164.522, to the extent that such alternative means or locations may affect Business Associate's Use or Disclosure of PHI.
- e) Covered Entity will not ask Business Associate to Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except with respect to data

aggregation, management and administration and legal responsibilities of the Business Associate, or as otherwise provided in this Agreement.

5. Term, Termination and Breach

- a) Term. This Agreement is effective when fully executed and will terminate when all PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or on such earlier date as provided in this Agreement.
- b) Termination for Cause. Upon a determination by either party that the other party to this Agreement has committed a violation or material breach of this Agreement, the non-breaching party may take any one or more of the following steps:
- i. Provide written notice of the violation or breach to the breaching party, and if the party does not cure the breach or end the violation within thirty days after mailing of notice, terminate this Agreement;
 - ii. Immediately terminate this Agreement if the breach is material and cure of the material breach is not possible; or,
 - iii. If neither termination nor cure is feasible, elect to continue this Agreement and report the violation or material breach to the Secretary.
- c) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 2. Return to Covered Entity or, at the discretion of Covered Entity, destroy and certify the destruction of the remaining PHI that the Business Associate still maintains in any form;
 3. Continue to use appropriate safeguards with respect to PHI and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 4. Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 3, above, under "Permitted Uses and Disclosures By Business Associate," which applied prior to termination; and
 5. Return to Covered Entity or, at the discretion of Covered Entity, destroy and certify the destruction of the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d) Transmittal of PHI to Other Business Associate of Covered Entity: Upon termination, if requested by Covered Entity, Business Associate shall transmit the PHI to another business associate of the Covered Entity at termination.
- e) Subcontractors of Business Associate: Upon termination, Business Associate shall obtain or ensure the destruction of PHI created, received, or maintained by its Subcontractors with respect to Covered Entity's business, operations or activities.
- f) Survival of Business Associate's Obligations. The obligations of Business Associate under Subsection 5(c) shall survive the termination of this Agreement.

6. Miscellaneous

- a) A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- b) Covered Entity and Business Associate agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of HIPAA, the HITECH Act, the HIPAA Rules and/or official government guidance.
- c) Notwithstanding the expiration or termination of this Agreement or any renewal period, it is acknowledged and agreed that those rights and obligations of Business Associate which by their nature are intended to survive such expiration or termination shall survive, including but not limited to Sections 5(c) of this Agreement.
- d) In the event the terms of this Agreement conflict with the terms of any other agreement between Covered Entity and Business Associate, then the terms of this Agreement shall control.
- e) Notices and requests provided for under this Agreement will be made to the Business Associate at:

Notice and requests provided for under this Agreement will be made to Covered Entity at:

Mountain Health CO-OP
Attn: Compliance Officer
P.O. Box 5358
Helena, MT 59604

- f) Covered Entity will have the right to inspect any records of Business Associate or to audit Business Associate to determine whether Business Associate is in compliance with the terms of this Agreement. However, this provision does not create any obligation on the part of Covered Entity to conduct any inspection or audit.
- g) Nothing in this Agreement provides or is intended to provide any benefit to any third party.
- h) Each party will indemnify and hold harmless the other party, its subsidiaries and affiliates and any officer, director, employee or agent from and against any claim or liability, including attorney's fees and costs, arising out of or in connection with the party's or the party's employee's, agent's, or Subcontractor's violation of the terms of this Agreement, HIPAA, the HITECH Act, the HIPAA Rules or any official government guidance.
- i) Business Associate agrees to pay the reasonable costs incurred by Covered Entity arising from or related to addressing any Breach by Business Associate, including but not limited to investigation, notification, and credit monitoring services.
- j) Any ambiguity in this Agreement shall be resolved to permit the parties to comply with HIPAA, the HITECH Act, the HIPAA Rules, and any official government guidance.
- k) This Agreement shall replace and supersede any prior Business Associate Agreement between the parties.

COVERED ENTITY

MOUNTAIN HEALTH CO-OP
1545 E Iron Eagle Dr Ste 101
Eagle, ID 83616

Name

Signature

Title

Date

BUSINESS ASSOCIATE

Name

Signature

Title

Date

EXHIBIT A

NOTIFICATION TO COVERED ENTITY OF

BREACH OF UNSECURED PHI

This notification is made pursuant to Subsection 2(k) of the Business Associate Agreement between:

- _____ (Covered Entity), and
- _____ (Business Associate).

Business Associate hereby notifies Covered Entity that there has been a Breach of unsecured (unencrypted) Protected Health Information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the Breach: _____

Date of the Breach: _____

Date of the discovery of the Breach: _____

Individual(s)/Entity(ies) who made Breach/received PHI: _____

Number of individuals affected by the Breach: _____

The types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

Description of what Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____



Agency Appointment

Agency Name: _____

Mailing Address: _____

Idaho State License #: _____

Business Address: _____

Agency Tax ID #: _____

Phone Number: _____

Email Address: _____

Agent Name	Idaho License Number	NPN	Social Security Number	Email	Signature

If commissions for an agent are to be paid to the agency, please have each agent provide his or her name, license number, NPN, social security number, email and signature above. By signing above, each agent acknowledges that commissions will be paid to the agency and that they have read and agree to the producer agreement.

By signing below the agency agrees that commissions will be directly to the agency. The agency also consents that the agency has read and agrees with the producer agreement.

Signature: _____ Date: _____



Credit Authorization (Deposit to Account)

I (we) hereby authorize **Montana Health CO-OP**, hereinafter called COMPANY, to initiate credit entries to my (our) account indicated below and the financial institution named below, hereinafter called FINANCIAL INSTITUTION, to credit the same to such account and, if necessary, initiate adjustments for any transactions credited/debited in error for Commission Payments. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law.

_____		_____	
Financial Institution Name		Branch	
_____		_____	
Address		City/State/Zip	
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
9 Digit Routing Number	Account Number	Checking Account	Savings Account

This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and manner as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it.

Agency Name _____

Print Payee Name (Agent or Agency)	Signature
------------------------------------	-----------

Email Address	Date
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PLEASE ATTACH COPY OF VOIDED CHECK TO THIS FORM