AFFORDABLE CARE ACT ADDENDUM
TO THE PRODUCER AGREEMENT

The requirements set forth in this Affordable Care Act (the "ACA Product Addendum") shall apply to the sales of Individual health plans (collectively, "ACA Products") made by Producer on behalf of Company and, with respect to ACA Products, its terms shall control in the event of a conflict with the terms of any other part of this Agreement. Capitalized terms not otherwise defined in this ACA Product Addendum shall have the meanings ascribed to them elsewhere in this Agreement.

1. PRODUCER DUTIES and OBLIGATIONS

1.1. Producer agrees to sell ACA Products on behalf of Company and, if applicable, perform administrative and other duties related to such sales in accordance with the terms of this Agreement and state and/or federal requirements, as applicable. Producer shall not solicit or collect premiums from any member. To the extent permitted by states where Company offers ACA Products, Producer may assist members determine their eligibility for insurance affordability programs, including advance payments of the premium tax credit and cost-sharing reductions, and enroll them in qualified health plans (the "QHPs") offered by Company. If a state or federal regulator determines that Company or Producer have not performed their obligations related to the ACA Products, Company may revoke Producer's authority under this Agreement resulting in the termination of the Agreement.

1.2. Producers must comply with applicable federal and state law as well as compliance with Marketplace regulations and guidance, including any:

- Licensing and appointment requirements.
- Marketplace System access terms and conditions.
- Conflict of interest and confidentiality provisions.
- Provide correct consumer information (e.g., consumer name, date of birth, address, email address) to the Marketplace for verifying consumer identity and applying for QHP coverage.
- Provide correct information to consumers.
- Maintain documentation proving a consumer or their authorized representative has reviewed and confirmed their application information is accurate in accordance with 45 C.F.R § 155.220(j)(2)(ii)(A)(1)- (2).
- Refrain from marketing or conduct that is misleading in any way.
- Protect consumers' Protected Identifiable Information (PII).
- Identify and report suspicious activity or potentially fraudulent behavior you observe in relation to the Marketplace.

1.3. Producer must obtain consent from client/member/everyone you work with prior to assisting with or facilitating enrollment in a QHP.

1.3.1. Producer shall obtain written consent from the consumer/ individual or their authorized representative prior to assisting or facilitating for that individual:

- Enrollment in a Federally Facilitated Exchange (FFE) or a State Base Exchange (SBE).
- For participation in the subsidy programs: i. advance payments of the premium tax credit (APTC) and ii. cost- sharing reductions (CSRs) for QHPs (including prior to searching for a current application using an approved Classic Direct Enrollment (DE) or Enhanced Direct Enrollment (EDE) website)

1.3.2. Producer shall maintain for a minimum of ten (10) years documentation of the consumer's or their authorized representative's consent to the enrollment (45 C.F.R. § 155.220(j)(2)(iii)(A) which shall include:

- A description of the scope, purpose, and duration of the consent provided by the consumer or their authorized representative.
- The date the consent was given.
- The name of the consumer or their authorized representative.
- The name of the agent, broker, web-broker, or agency being granted consent.
- A process through which the consumer or their authorized representative may rescind the consent.

2. READY TO SELL REQUIREMENTS

2.1. Prior to selling ACA Products, Producer must be "Ready to Sell." Producer shall be Ready to Sell only if Producer has completed, and is currently compliant with, all applicable state and/or federal requirements, including taking the required training to obtain a state certification and/or register and take the required training offered by the Centers for Medicare & Medicaid Services ("CMS") or **HealthCare.gov** on an annual basis prior to assisting members enroll in a plan. Producer shall cease all selling activities immediately and notify Company in the event Producer ceases to meet any of the Ready to Sell requirements.

2.2. Company may require Producer to be responsible for any fees associated with the appointment of Producer by Company. In its sole discretion, Company may refuse to appoint, terminate or non-renew the appointment of Producer at any time.

3. COMPENSATION Producer shall receive compensation as set forth in the ACA Individual & Family Plans Broker Commission Schedule provided by Company for services performed under this ACA Product Addendum, if Producer, in Company's sole discretion, meets all applicable requirements for receipt of such compensation. Company may recoup, by means of an offset or otherwise, any amounts paid which do not comply with this Agreement or applicable laws. Producer shall have no cause of action against Company for any amounts that cannot be paid or that are recouped under the terms of this Agreement or in accordance with applicable laws. If Producer believes Company has underpaid or failed to make a payment owed to Producer, Producer must notify Company in writing within twelve (12) months of the applicable policy effective date. Company will only pay compensation for renewals to Producer if (i) this ACA Product Addendum is in effect or (ii) the Producer is terminated without cause.

4. COMPLAINTS

4.1. Producer shall promptly report to Company any complaints against Producer related to the activities performed by Producer under this Agreement and provide any requested information and documentation to Company. Producer shall cooperate with Company in the investigation of any matter and in the implementation of any corrective action plan developed from such investigation.

4.2. Producer shall reimburse Company for any fines or penalties awarded or assessed against Company because of Producer's actions. Company may recoup such fines or penalties by offsetting such amounts against any amounts due from Company to Producer.

4.3. Company may implement remedial actions or corrective action plans if Company determines that such actions are necessary. These actions may include verbal warnings, written warnings, focused training of Producer, direct oversight, commission holds, probationary periods, suspension, or such other corrective or remedial actions deemed appropriate by Company to address Producer's conduct. Company may also report Producer to any applicable state or federal regulator.

5. REGULATORY REQUIREMENTS.

5.1. Compliance with Laws; Contracting; Delegation**.** The term "applicable laws" as used in this Agreement shall include without limitation, as it relates to this ACA Product Addendum, all applicable orders, directives, instructions, sub-regulatory guidance, and other requirements of any regulator, including requirements for ACA Product plans that pertain to participation as a downstream entity. Producer acknowledges that payments made to Producer by Company are made in whole or in part with federal funds and subject Producer to those laws applicable to individuals/entities receiving federal funds. (45 C.F.R. part 84 and 45 C.F.R. part 91).

5.2. Compliance with CMS regulations, obligations, and all guidelines. In accordance with 45 CFR § 156.20, producers are classified as delegated and/or downstream entities and must comply with all applicable requirements imposed by CMS. Aetna maintains responsibility for its compliance and the compliance of any of its Delegated or Downstream Entities with all applicable standards, including the standards in 45 CFR 156.340(a) and other applicable requirements imposed by the Department of Health and Human Services ("HHS") and maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with HHS. Delegated Entity agrees to provide the Delegated Function in accordance with the terms of this Agreement, Applicable Law/HHS/CMS Requirements. Delegated Entity shall obtain and maintain all applicable license(s), certification(s), registration(s), and authorization(s) required by Applicable Law/HHS/CMS Requirements for the performance of Delegated Function(s). Aetna and Delegated Entity each agree to abide by applicable state and federal privacy and security requirements, including the confidentiality and security provisions stated in 45 CFR 155.260.

5.2.1 Any services performed by Producer for Company's ACA Products shall be consistent with requirements imposed by CMS on Company and Producer and comply with applicable laws, including but not limited to the laws and regulations relating to the standards specified under paragraph (a) of 45 C.F.R. Part 156.340.

5.2.2. Producer shall render services consistent with requirements imposed by CMS and shall comply with all applicable regulations, including 45 CFR Parts 155.220, 155.227, 155.260, 155.305, and 155.420. Producer shall assist the individual and member with all enrolment process and shall never take advantage of the individual and member for enrolment under a QHP as defined in this Addendum.

5.2.3. Company may deny or rescind coverage when the individual/member (or a person seeking coverage on behalf of the individual) performs an act, practice, or omission that constitutes fraud, or makes an intentional misrepresentation of a material fact. Company has no obligation to notify to producer its determination to deny or rescind coverage under the circumstances detailed in this provision.

5.2.4. Notify Company of the following. unless prohibited by Applicable Law/HHS/CMS, notify Company promptly about any of the following of which it knows or reasonably should have known: (i) material litigation brought against Delegated Entity that is related to the provision of services under this Addendum, and the Agreement and/or that could reasonably have a material impact on the Delegated Function(s) provided under this Addendum and Agreement; (ii) claims against Delegated Entity by governmental agencies including, but not limited to, any claims regarding fraud, abuse, self-referral, false claims, or kickbacks; (iii) any loss, suspension or restriction of licensure, registration or certification status of Delegated Entity related to services provided under this Addendum and Agreement; (iv) a change in the ownership or management of Delegated Entity or material change in services provided by Delegated Entity.

5.3. Corrective Actions and Revocation of activities and reporting standards.

5.3.1. Delegated Activities and reporting standards may be revoked or alternately, remedies in lieu of revocation may be pursued if HHS or the Aetna Issuer determines that Delegated Entity has not satisfactorily performed the Delegated Functions.

5.3.2. Company's actions against Producer for inappropriate conduct. Company shall take appropriate action against Producer to rectify any inappropriate conduct and/or confirmed cases of fraud and/or misrepresentation and to protect the enrollee(s) up to and including: suspension of commissions during investigations, a letter of reprimand, placement on a Producer watch list for monitoring, policy rescission, Producer termination, recovery of commissions, and placing Producer on a prohibited list for any future contracting.

5.4. Subcontractors. Producer shall not utilize any third parties to perform its obligations under this Agreement.

5.5. Reporting. Producer shall provide information requested by Company related to any reports required to be submitted by Company to regulators.

5.6. Records and Audit.

5.6.1. Producer shall preserve records applicable to its services provided under this Agreement and to the Company's ACA Products and enrollees, including its compliance with applicable laws and this Agreement for the longer of (i) the period required by state and federal law, or (ii) ten (10) years.

5.6.2. Consistent with this regulatory requirement, Delegated Entity agrees that the Relevant Exchange Authority, Secretary, and the HHS Office of the Inspector General ("OIG") or their designees have the right to evaluate through audit, inspection, or other means, Delegated Entity's books, contracts, computers, or other electronic systems, including medical records and documentation, relating to Aetna's obligations to HHS in accordance with Federal standards under 45 CFR 156.340(a) until 10 years from the final date of Aetna's agreement period with HHS. Producers shall notify Company within two (2) business days of any request by a regulator, or its designee(s), to audit, inspect or review Producer records, and to the extent feasible, shall provide Company the right to participate in any such evaluation of Producer.

5.6.3. Producer will comply with the confidentiality and ACA member record accuracy requirements, including: (i) abiding by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (ii) ensuring that medical information is released only in accordance with applicable laws, or pursuant to valid court orders or subpoenas, (iii) maintaining the records and information in an accurate and timely manner, and (iv) ensuring timely access by ACA members to the records and information that pertain to them.

5.6.4. Delegated Entity and Sub-Delegates will allow Company to maintain oversight of all Delegated Functions. Producer acknowledges and agrees that Company shall monitor, shall have the right to audit, and remains accountable for, the functions and responsibilities performed by Producer for Company's ACA Products. Delegated Entity agrees to make its books and records and electronic systems available as required by 45 CFR 156.340(b)(4). Producer agrees to promptly provide to Company any information and records that are reasonably needed by Company: (i) for administration of Company's ACA Products, (ii) to monitor and audit performance of Producer with this Agreement, applicable laws, and requirements of state or federal regulators, and (iii) to fulfill any reporting requirements Company may have to CMS or Producer shall complete an attestation from Company to confirm its compliance with requirements of this Agreement as it relates to Company's ACA Products upon request and agrees that Company may require corrective actions in the event of non-compliance. Ultimately, should Company, in its sole discretion, determine such noncompliance has not been or is not capable of being corrected to Company's satisfaction, Company may terminate Producer in accordance with the terms of this Agreement.

5.6.5. At a minimum, Delegated Entity shall cooperate, during and after the term of this Schedule, and the Agreement, with requests from Company for Delegated Entity's documents related to this Schedule and the Agreement, within ten (10) days of the receipt of a request or such shorter timeframe as may be required to comply with Applicable Law/Secretary/OIG/CMS Requirements request. Each Party will be responsible for its own expenses incurred under this subsection. This subsection will survive the termination of this Schedule, or the Agreement.

6. SURVIVAL. Notwithstanding the termination provisions of the Agreement applicable to this ACA Product Addendum, the provisions of this ACA Product Addendum necessary to carry out the intention of the parties as expressed herein, including without limitation those in Sections 3, 5, and 6 of this ACA Product Addendum, shall survive the termination or expiration of this ACA Product Addendum