



**Children's Community Health Plan  
BROKER AGREEMENT**

**THIS BROKER AGREEMENT** (the "Agreement") is entered into by and between **Children's Community Health Plan, Inc. ("CCHP")**, and the agency set forth on the signature page of this Agreement ("Broker"), effective as of the date of signature by both parties hereto. Broker desires to sell benefit programs offered by CCHP, and CCHP desires to contract with the Broker to sell such programs. Therefore, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**(1) SOLICITATION AND SERVICE**

CCHP hereby authorizes Broker to market and solicit, on behalf of CCHP, new applications for CCHP's insurance plans and to assist and support CCHP in the renewal and service of business placed with CCHP on which the Broker is the agent of record, subject to the terms and conditions of this Agreement. The authorization granted by CCHP under this Agreement is granted only to the extent legally permissible for the Broker under the federal, state and local laws, licensing requirements and applicable rules of regulatory authorities of the jurisdiction in which CCHP or Broker operates ("Laws"). Broker represents and warrants that it is duly licensed to solicit health insurance applications in the State of Wisconsin and that it will maintain all necessary licenses and training, and is in good standing at all times during the term of this Agreement. This authorization does not assign exclusive territorial rights to the Broker. CCHP reserves the right, at any time, to suspend all or any part of the Broker's authority with respect to a geographical area or to appoint other insurance intermediaries to operate within the same geographical area in which Broker operates.

**(2) BROKER DUTIES**

- a) Broker shall provide all usual and customary services of an insurance broker, including without limitation, obtaining from CCHP for an enrollee his or her status information regarding a premium payment(s), pending claim(s), appeal(s), or similar information; provided, however, that such information has been specifically requested by said enrollee and the Broker is the agent of record for said enrollee. Broker agrees to follow and be governed by the conditions of this Agreement and by CCHP's marketing and underwriting policies and guidelines, rules or codes of conduct, and other policies and guidelines as communicated to Broker from time to time (the "Policies"). CCHP may update the Policies from time to time in its sole discretion, and Broker must comply with the updated Policies within 30 days after receiving notice of such update.
- b) Broker shall at all times be an independent contractor and nothing contained in this Agreement shall be construed to create an employer/employee relationship between CCHP and Broker. Broker shall be responsible for all taxes on compensation earned under this Agreement.
- c) Broker shall comply with the quoting and binding guidelines established by CCHP.
- d) Broker shall at all times comply with CCHP's privacy and confidentiality policies, as may be amended from time to time, concerning financial, medical and other personal information. Broker agrees to execute any ancillary agreements CCHP deems legally necessary to ensure compliance with its privacy and confidentiality provisions. Without limiting any such ancillary agreement, Broker agrees that, except as and to the extent required by Law, the Broker will not disclose or use any Confidential Information to any other

person, firm or organization, for any reason, except to the minimum extent necessary to fulfill its express obligations set forth in this Agreement. "Confidential Information" means any information furnished by CCHP or otherwise obtained by Broker regarding CCHP, its business, pricing information, products, methods, plans, policies, enrollees, potential enrollees, or similar information. Confidential Information does not include information that is available to the public through no wrongful act of Broker.

- e) The Broker shall conduct its business so as not to adversely affect the business, good standing, and reputation of CCHP.

### **(3) LIMITATIONS ON AUTHORITY OF BROKER**

- a) Broker shall have no authority to change, omit, add to, or waive any questions, statement or answer on any application for coverage, and shall have no authority to change, omit, add to, waive or discharge any provision of any policy of insurance issued through CCHP.
- b) Broker shall have no authority to extend time of premium payments, quote rates other than those published and or quoted by CCHP, or to obligate or bind CCHP in any way not specifically authorized by this Agreement or specifically authorized in writing by an officer of CCHP.
- c) Broker shall have no authority to print, publish, issue, circulate or use any advertisement, proposal, promotional item or similar items unless such material and the proposed manner of use have first been approved in writing by CCHP.
- d) Broker shall have no authority to place insurance coverages through CCHP for clients of other brokers or sub-brokers.
- e) Broker is expressly forbidden from paying, or offering to pay, any rebate of premium, either directly or indirectly.
- f) (f) Broker shall not, without prior written approval, collect any monies due or to become due CCHP other than any initial first premium obtained by Broker at the time of policy delivery. Any money received or collected shall be held by the Broker in a fiduciary capacity. Funds will not be intermingled with Broker's personal or other funds, or be used for any other purpose whatsoever; rather they shall be immediately reported and transmitted, without any deduction, to CCHP. Broker will be liable to CCHP for any loss by accident, theft or otherwise, of such money coming into the Broker's control.

### **(4) CHANGE OF AUTHORITY**

This is a non-exclusive appointment. Nothing in this Agreement prevents CCHP from authorizing other brokers, agents and producers to sell CCHP's products within the same territory as the Broker. CCHP may, in its sole discretion and without incurring liability to Broker, retire from any territory or discontinue or withdraw any insurance products in Broker's assigned territory. Broker further acknowledges that any such retirement or discontinuation shall in no way affect the rights of CCHP to continue the marketing of said insurance products in any territories which may or may not be assigned to Broker.

## **(5) COMPENSATION**

- a) CCHP has contracted with the marketing general agency set forth on the signature page (the "Marketing General Agency") to offer Broker access to sell CCHP's plans. Broker will be compensated according to Broker's separate agreement with the Marketing General Agency, to which CCHP is not a party. Broker acknowledges and agrees that the Marketing General Agency is solely responsible for compensating Broker.
- b) Broker agrees to return within thirty (30) days, following notice of demand from CCHP, any commission(s) which have been paid to Broker on any accounts for which Broker was not the current agent of record for such enrollee(s).
- c) Broker shall be responsible for all taxes on commissions earned under this Agreement. Broker shall be responsible for providing all insurance or other coverages that may be required by law in order for Broker, or for any of its employees or contractors, to provide the services contemplated by this Agreement.

## **(6) LIENS**

CCHP shall have a first lien on all compensation payable under this Agreement for any debt due CCHP from the Broker. CCHP may at any time deduct from any monies due the Broker under this Agreement, or from any other source, any debt or debts due CCHP, from Broker.

## **(7) BOOKS AND RECORDS; AUDIT**

Broker must maintain adequate books and records in accordance with applicable law and standards within the health care insurance industry, including, without limitation, s. Ins. 6.61, Wisconsin Administrative Code, as set forth in Exhibit A, and the QHP Delegated Entity Service Requirements as set forth in Exhibit B, each attached hereto and incorporated by reference. CCHP may, upon reasonable notice to Broker, audit Broker's records. Broker agrees to permit CCHP to inspect and audit all information and records related to services Broker performs for CCHP under this Agreement, during regular business hours. Notwithstanding any provision to the contrary in this Agreement, for a period of at least ten (10) years from the termination date of this Agreement, Broker agrees to maintain all records, documents, books, contracts, computers, or other electronic systems, including medical records and documentation, relating to the performance of this Agreement ("Records"). Records shall be accessible and available to representatives of CCHP, and federal, state and local governmental authorities having jurisdiction over CCHP, including, but not limited to, the Secretary and Office of Inspector General of Health and Human Services, and their respective designees, each of whom may evaluate Records through audit, inspection, or other means at any time upon reasonable prior written notice for as long as the Records must be maintained. This provision shall survive any expiration or termination of this Agreement.

## **(8) DISPUTE RESOLUTION**

In the event that a dispute arises with regard to the interpretation of any of the terms of this Agreement, CCHP and Broker shall initially attempt to resolve such dispute informally. If such informal efforts fail, a meeting shall be held within thirty (30) days from the date one party delivers to the other written notice regarding its position on the issue(s), at which both parties are present and represented by individuals with full decision-making authority



regarding all matters remaining in controversy. CCHP may suspend Broker's authority to solicit CCHP products hereunder during any dispute.

#### **(9) ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. Any modification to the terms and conditions hereof must be made in writing and signed by the parties.

#### **(10) TRANSFERABILITY**

Neither this Agreement nor the right to market CCHP plans and to receive compensation on business with which the Broker is associated may be transferred or assigned by Broker without the prior written approval of CCHP. CCHP may assign this Agreement to any affiliate or third party in its sole discretion without notice or consent of Broker. The Agreement shall apply to any successor in interest or assignee.

#### **(11) INSURANCE**

Broker shall maintain Errors and Omissions Coverage in an amount not less than One Million and no/100Dollars (U.S. \$1,000,000.00) per incident and Three Million and no/100Dollars (U.S. \$3,000,000.00) aggregate, issued by a carrier acceptable to CCHP, covering any loss as the result of any errors or omissions made by Broker or its agents and subagents, if any, in the course of the performance of their responsibilities or obligations hereunder. Broker shall provide CCHP with certificates of insurance evidencing such coverage upon the execution of this Agreement, and upon request by CCHP at any time. Broker shall provide CCHP with thirty (30) days prior written notice of any modification, termination or cancellation of such coverage.

#### **(12) INDEMNIFICATION**

Broker shall indemnify and hold harmless CCHP and its officers, directors, shareholders, employees, agents, and representatives from any and all liabilities, losses, damages, claims, and expenses of any kind, including costs and attorney's fees, related to or arising from any of the following by Broker, its officers, directors, employees, agents or representatives: (i) failure to comply with applicable laws, rules or regulations, (ii) breach of obligations under this Agreement, (iii) third party intellectual property right infringement claim arising out of the performance of this Agreement, or (iv) negligent acts or omissions, or intentional or willful misconduct. This provision shall survive the expiration or termination of this Agreement.

#### **(13) TERM AND TERMINATION**

This Agreement shall be effective as of the date of execution by both parties hereto and shall continue in effect for one (1) year. Thereafter, this Agreement shall automatically renew for successive terms of one year each, unless either party terminates the Agreement in accordance with this Section 13.



a) Termination without Cause:

- I. This Agreement may be terminated by either party with or without cause, upon not less than thirty (30) days written notice, unless earlier terminated as hereinafter provided.
- II. If this Agreement is terminated by CCHP without cause, Broker shall be entitled to commissions (subject to the provisions of Section 5 above) only from those revenues derived and contracted for prior to termination, and those commissions shall be continuing after termination for a period of twelve (12) months, subject to any agent of record change or designation.

b) Termination for Cause: CCHP may immediately terminate this Agreement or cause upon written notice to the Broker, at its last known address, for any of the following reasons:

- I. If the Broker fails to comply with the Policies of CCHP or any applicable Laws;
- II. Upon a breach of Broker's confidentiality obligations or unauthorized disclosure by Broker of the compensation schedule to any outside parties;
- III. Failure of Broker to maintain insurance requirements as set forth in Section 11 of this Agreement;
- IV. If Broker does not have, or fails to maintain, a license required to perform services or receive compensation under this Agreement (including if Broker's license is revoked by a licensing or regulatory agency). It shall be considered a material breach of this Agreement by Broker and this Agreement shall be terminated effective as of the date that Agent first lost, or failed to maintain, the license without regard to when CCHP learns of the loss of, or failure to maintain the license or when CCHP notifies Broker that this Agreement has been terminated. CCHP may recover any compensation paid to Broker after Broker loses or fails to maintain any such license;
- V. Upon Broker's dissolution, receivership, insolvency, or bankruptcy;
- VI. If Broker breaches a term of this Agreement CCHP may terminate this Agreement immediately by notifying Broker in writing of the effective date of termination. The effective date of termination pursuant to this Section may be the date of the breach, or any later date that CCHP specifies in the notice of termination;
- VII. If a licensing or regulatory agency subjects Broker to any disciplinary sanction (for example, a reprimand or temporary suspension of Agent's license), CCHP may terminate the Agreement by providing written notice to Broker effective upon receipt of the notice, or any later date that CCHP specifies in the notice. No compensation will be payable to Broker for services rendered during any period in which Broker's license is temporarily suspended. CCHP may recover any compensation paid to Broker during any period in which Broker's license is temporarily suspended;
- VIII. If Broker engages in, or knowingly assists another to commit, fraudulent or dishonest activity in connection with the solicitation, enrollment or renewal of any customer, whether a customer CCHP or not, this Agreement shall terminate effective as of the date on which Broker engaged in or assisted with such activity without regard to when CCHP learns of the fraudulent or dishonest activity or when CCHP notifies Broker that this Agreement has been terminated. CCHP may



recover any compensation paid to Broker after Broker engaged in, or knowingly assisted another to commit, the fraudulent or dishonest act without regard to when Broker actually earned such compensation.

- c) Effect of Termination: Upon termination of this Agreement, Agent shall have no authority to solicit business on behalf of CCHP, to bind CCHP on any contract, or to use CCHP's name in any form of advertising, and Broker shall immediately return to CCHP all indicia of agency. Unless specifically stated otherwise, if Broker is terminated for cause, no compensation will be due the Broker subsequent to the date of such termination for cause.

#### **(14) WAIVER**

The delay or failure by CCHP in exercising any right or enforcing any provision under this Agreement at any time or for any period of time shall not constitute a waiver of that right or of such provisions, or of its right to enforce each and every provision and right to declare an immediate or subsequent breach.

#### **(15) SEVERABILITY**

In the event that any term or condition of this Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, such term or condition shall be severed from this Agreement and the remaining terms and conditions shall be given their full force and effect.

#### **(16) JURISDICTION**

This Agreement shall be construed in accordance with the laws of the State of Wisconsin. Any claim related to the subject matter of this Agreement shall be filed in Milwaukee, Wisconsin. The parties stipulate that the venues referenced in this Agreement are convenient.

#### **(17) COMPLIANCE WITH LAWS; HIPAA**

- a) Broker shall at all times comply with all applicable Laws, including without limitation the federal Patient Protection and Affordable Care Act and the regulations promulgated thereunder, the policies and standards issued by the health insurance marketplace, chapter 628 of the Wisconsin Statutes, and chapter Ins 6 of the Wisconsin Administrative Code.
- b) The Federal Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-164) ("HIPAA") sets forth standards for protecting the privacy of individually identifiable health information. Pursuant to HIPAA, CCHP is a "Covered Entity" and is required to enter into Business Associate Agreements with all of its contractors, agents and related and unrelated third parties that perform a function or activity on behalf of such Covered Entity that involves individually identifiable health information. Parties to this Agreement hereby acknowledge and agree that Broker is a "Business Associate" of Covered Entity as that term is defined by HIPAA. Broker agrees to execute CCHP's standard Business Associate Agreement, attached to this Agreement as Exhibit C, as a condition of this Agreement.





**(18) NOTICE**

Any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via facsimile, email, or via Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

**Children's Community Health Plan, Inc.**

**Attn: CCHP Broker Support**

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

If to Broker (please print information clearly):

**Broker / Agency Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

Notice shall be deemed given on the date delivered by hand, email, or upon confirmation of transmission of facsimile. If mailed, Notice shall be deemed given on the earlier of the date the Return Receipt is signed or three (3) days after Notice is deposited in the U.S. Mail.

**(19) Revocation.** In the event CCHP or any governmental entity determines that revocation of soliciting privileges of Broker is in the best interests of CCHP or its Insureds, CCHP shall notify Broker. Within two (2) business days of receiving such notice, or such shorter time period identified in the notice, Broker shall cease Soliciting Company Products and shall not recommence such activities until such time as CCHP notifies Broker that soliciting privileges shall be reinstated.

**(20) Lead Information.** Upon the termination of this Agreement, CCHP shall have the sole right to all lead information entered in CCHP's Internet portal by Broker, and CCHP shall have the right to provide such information to any other marketing general agency or broker that CCHP authorizes to solicit its products.

**(21) Excluded Party Law.** Broker represents and warrants that it is not excluded, debarred or otherwise ineligible to participate in any Federal healthcare program, contract or subcontract pursuant to any Federal statute, rule,



regulation, executive order or government instruction. Broker shall immediately provide written notice to CCHP upon any change in the status of the representation and warranty set forth in this section. This Agreement shall automatically terminate in the event Broker becomes such an excluded party.

**(22) Non-discrimination.** In its performance of this Agreement, Broker shall not discriminate against CCHP's enrollees or prospective enrollees or any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or other legally protected status, as required by law.

**AGREED:**

Children's Community Health Plan, Inc.

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT A**  
**S. INS. 6.61, W.A.C.**

**Record Maintenance**

Broker shall maintain all records in accordance with s. Ins. 6.61, Wisconsin Administrative Code, as set forth below:

- 1) **Cash disbursed record.** The cash disbursed record shall show the name of the party to whom the payment was made, date of payment, and reason for payment.
- 2) **Cash receipts record.** The cash receipts record shall show the name of the party who remitted the money, date of receipt, and reason for payment.
- 3) **Commission statements.** The commission statements shall show the insured name, policy number, premium, amount of commission, and date allocated or paid or both.
- 4) **Personnel records.** Personnel records shall include dates of employment, position, description of principal duties, name of employee, and last known address and phone number of employee.
- 5) **Recordkeeping requirements.** Broker shall maintain, for a 3-year period the following records:
  - a) Cash receipts record.
  - b) Cash disbursed record.
  - c) Commission statements.
  - d) Policyholder records.
  - e) Business checking account.
  - f) Personnel records.
- 6) **Special requirements for newly issued contracts.** Broker shall maintain records for a 3-year period giving the effective date of the coverage on all newly issued contracts.
- 7) **Special requirements for individually-issued Benefit Contract or Policy.** Each intermediary shall maintain records for a 3-year period indicating that the necessary suitability inquiry and replacement procedures required by ss. Ins 2.07, 2.14 (5) (f), 2.15 (9) (f), 3.27 (7), and 3.29 of the Wisconsin Administrative Code were followed for each individually-issued benefit contract or policy that is written or replaced.
- 8) **Place of maintaining records.** Broker shall maintain records required herein at the business address of Broker recorded with the Wisconsin Commissioner of Insurance ("OCI"), or at another location only if Broker provides written notice of the other location to the OCI.
- 9) **Updating records.** Broker shall update all records at reasonable intervals or as necessary and shall maintain all financial records according to accepted accounting principles.
- 10) **Maintaining Insured records.** Broker shall retain Insured records for a period of at least 3 years after termination or lapse of the benefit contract or policy.
- 11) **Change of name or address.** Broker shall, within 30 days, notify the OCI in writing of any change in Broker's name, residence address, and/or mailing address.

12) **Notification of formal administrative actions, criminal proceedings and lawsuits.** Broker shall notify the OCI in writing of the following within 30 days:

- a) Except for action taken by the OCI, any formal administrative action against Broker taken by any state's insurance regulatory agency, commission or board or other regulatory agency which licenses Broker for any occupational activity. The notification shall include a description of the basis for the administrative action and any action taken as a result of the proceeding, a copy of the notice of hearing and other documents describing the problem, a copy of the order, consent to order, stipulation, final resolution and other relevant documents.
- b) Any initial pretrial hearing date related to any criminal prosecution of Broker taken in any jurisdiction, other than a misdemeanor charge related to the use of a motor vehicle or the violation of a fish and game regulation. The notification shall include a copy of the initial criminal complaint filed, the order resulting from the hearing and any other relevant legal documents.
- c) Any felony conviction or misdemeanor conviction in any jurisdiction, other than a misdemeanor conviction related to the use of a motor vehicle or the violation of a fish and game regulation. The notification shall include a copy of the initial criminal complaint or criminal charging document filed, the judgment of conviction, the sentencing document, Broker's explanation of what happened to cause criminal proceedings, the reasons why no action should be taken regarding Broker's license and any other relevant legal documents.
- d) Any lawsuit filed against Broker's business in which there are allegations of misrepresentation, fraud, theft or embezzlement involving Broker's business. The notification shall include a copy of the initial suit documents, the explanation of what happened to cause the civil proceedings, the reasons why no action should be taken regarding Broker's license and any other relevant legal documents.

13) **Definitions.**

- a) "Business checking account" means any account utilized by an intermediary for insurance-related transactions.
- b) "Cash disbursed record" means a record showing all monies paid out by the intermediary in connection with insurance.
- c) "Cash receipts record" means a record showing all monies received by the intermediary in connection with insurance.
- d) "Commission statements" means records or statements which show the commissions and fees allocated to the intermediary for insurance transactions.
- e) "Formal administrative action" means consent decrees, cease and desist orders, stipulations, suspensions, revocations, license denials, fines, forfeitures, settlement agreements, license restrictions or actions limiting the intermediary's method of conducting an insurance business but

does not include administrative actions based solely on failing to comply with continuing education requirements or solely on failing to pay a regulation fee for licensing.

- f) "Personnel records" means those records pertaining to anyone who is directly retained or employed by an intermediary in connection with insurance including subagents, secretaries, phone solicitors, and independent contractors.
- g) "Insured records" means all records, applications, request for changes, claims, and complaints associated with a policy generated by or through the intermediary.

**EXHIBIT B**  
**QHP DELEGATED ENTITY SERVICE REQUIREMENTS**

To the extent Broker provide services to CCHP that support, facilitate, or are in any way associated with CCHP's issuance, maintenance, or administration of its Qualified Health Plan (QHP) products, Broker acknowledges that it may be a Delegated Entity of CCHP. In such case, Broker's provision of such services shall be governed by, in addition to all other applicable laws, regulations, guidance, and/or provisions of the Agreement between the parties, the provisions of this Exhibit B. To the extent the provisions of this Exhibit B conflict with the provisions of the Agreement, the provisions of this Exhibit B shall control with respect to all applicable QHP-related services for which Broker is determined to be a Delegated Entity.

1. **Definitions.** All terms used herein shall be defined in accordance with the definitions provided by 45 CFR § 156.20 and/or 45 CFR § 155.20, as applicable. The following definitions are provided only for convenience to assist the Parties in their review of this Addendum, and shall not be construed to supersede or modify these terms as otherwise defined by the foregoing provision (1) or other applicable law, regulation, or HHS guidance.
  - a. *Delegated Entity* means any party, including an agent or broker, that enters into an agreement with a QHP issuer to provide administrative services or health care services to qualified individuals, qualified employers, or qualified employees and their dependents.
  - b. *Downstream Entity* means any party, including an agent or broker, that enters into an agreement with a delegated entity or with another downstream entity for purposes of providing administrative or health care services related to the agreement between the delegated entity and the QHP issuer. The term "downstream entity" is intended to reach the entity that directly provides administrative services or health care services to qualified individuals, qualified employers, or qualified employees and their dependents.
2. **Compliance with QHP Requirements.** All services and related activities shall be provided and/or performed in compliance with all applicable laws and regulations relating to the following provisions, as applicable, on an ongoing basis:
  - a. Standards of 45 CFR Part 156 Subpart C ("Qualified Health Plan Minimum Certification Standards").
  - b. Exchange processes, procedures, and standards in accordance with subparts H and K of 45 CFR Part 155 and, in the small group market, 45 CFR § 155.705.
  - c. Standards of 45 CFR § 155.220 with respect to assisting with enrollment in QHPs.
  - d. Standards of 45 CFR §§ 156.705 and 156.715 for maintenance of records and compliance reviews for QHP issuers operating in a Federally-facilitated Exchange or FF-SHOP.

3. **Delegated Activities or Obligations.** If the Agreement or any of the services provided thereunder by Broker constitute a delegation of CCHP's activities or obligations as a QHP issuer, the following terms shall apply:
- a. Applicable delegated activities and reporting responsibilities are as specified in the underlying Agreement, and no additional materials, documents, or statements, whether oral or written, regarding the same shall be deemed to constitute a specification or term of delegation except as may be adopted in signed writing by the parties.
  - b. If HHS or CCHP determines that Broker has not performed satisfactorily with respect to any delegated QHP activities or reporting standards, Broker shall have sixty (60) days from receipt of written notice of such determination to correct any deficiencies to the reasonable satisfaction of HHS. Notwithstanding any other limitations on termination or revocation in the Agreement, if Broker fails to correct such deficiencies in accordance herewith, CCHP shall be entitled to revoke the subject delegation of QHP activities and/or reporting standards upon written notice to Broker. Upon receipt of such notice, Broker shall make such commercially reasonable efforts as may be necessary to facilitate transfer of said delegated activities and/or reporting standards back to CCHP.
  - c. As a Delegated Entity or Downstream Entity, Broker shall be responsible for both its own compliance and the compliance of any of its own Delegated or Downstream Entities with all applicable laws and regulations relating to the standards under 45 CFR § 156.340(a).
  - d. Broker agrees to provide access by the HHS Secretary and the OIG or their designees in connection with their right to evaluate through audit, inspection, or other means, to Broker's relevant books, contracts, computers, or other electronic systems, including medical records and documentation, relating to CCHP's obligations as a QHP issuer in accordance with Federal standards under 45 CFR § 156.340(a) until 10 years from the final date of the Agreement.
  - e. Upon request by CCHP, Broker will provide in writing to CCHP such assurances as are reasonably necessary for CCHP to sign attestations required by an applicable governing body in order for CCHP to obtain and maintain certification as a QHP issuer.

EXHIBIT C

Business Associate Agreement