

EXHIBIT D

QUALIFIED HEALTH PLAN

This Exhibit is made part of your Agent or Agency Agreement with SelectHealth, Inc. (“Agreement”).

Agent/Agency agrees to comply with the following:

1. Pursuant to the Agreement, Agent/Agency may perform certain services which qualify it as a “Delegated Entity” as defined in 45 CFR §156.20. It may also contract with other entities that would be considered “Downstream Entities,” as defined in 45 CFR § 156.20. To the extent that Agent/Agency is deemed to be a Delegated Entity, Agent/Agency agrees to comply with the applicable terms of this QHP Addendum. The services and reporting obligations of Agent/Agency are contained within the Agreement.
2. Agent/Agency agrees to comply with all applicable laws and regulations relating to the standards specified in 45 CFR Parts 155 and 156. Such laws and regulations may include: (a) the standards of subpart C of 45 CFR Part 156 relating to SelectHealth’s qualified health plans; (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; the standards of 45 CFR § 155.220 with respect to assisting with enrollment in QHPs; and (d) the 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.
3. Agent/Agency will permit access by SelectHealth, the Secretary of the U.S. Department of Health and Human Services (“HHS”), the Office of Inspector General or their designees, and the relevant Exchange Authority, including State Exchanges, in connection with their right to evaluate through audit, inspection, or other means, to Agent/Agency or Downstream Entity books, contracts, computers, or other electronic systems, including medical records and documentation, relating to SelectHealth’s compliance with the applicable provisions under 45 CFR Parts 155 and 156 throughout the term of the Agreement and for 10 years after the termination of the Agreement.
4. In its contracts with Downstream Entities, Agent/Agency will include the provisions of this QHP Addendum. It will also cause its Downstream Entities to include the provisions of this QHP Addendum in its contracts with other Downstream Entities. Upon request, Agent/Agency will furnish to SelectHealth a copy of the relevant contract language between Agent/Agency and its Downstream Entities.
5. In the event that SelectHealth or HHS determines that Agent/Agency or any of its Downstream Entities has not performed its obligations satisfactorily, then SelectHealth may revoke the delegated activities and reporting standards of Agent/Agency or its Downstream Entities.