

**AGENT MEDICAID PAYMENT AGREEMENT
BETWEEN
DIVISION OF HEALTH PLAN OVERSIGHT (DHPO)
AND
LICENSED KENTUCKY INSURANCE AGENTS registered with kynect**

This Agent Medicaid Payment Agreement (Agreement) by and between the undersigned Agent and the Kentucky Health Benefit Exchange under the Division of Health Plan Oversight (DHPO), collectively referred to as the Parties, is to allow licensed insurance agents registered with kynect health coverage to be compensated for the completion of Medicaid applications. This Agreement may be renewed annually.

WHEREAS, the DHPO desires to contract with Agents to assist individuals in completing Medicaid applications in accordance with the terms of this Agreement; and

WHEREAS, Agents desire to complete Medicaid applications for residents of the Commonwealth of Kentucky in alignment with kynect health coverage as set forth in this Agreement.

THEREFORE, in consideration of the above Recitals and the mutual promises made herein, the Commonwealth and the undersigned Agent agree as follows:

1. **Eligibility.** The Agent must be registered with the DHPO in advance of assisting qualified individuals in enrollment through the Exchange. An agent wishing to participate must meet the requirements to be a Participating Individual Agent in 900 KAR 10:125, Section 5. To continue participation, the Agent agrees to maintain all licensure, appointment, and designations in accordance with 900 KAR 10:125, Section 5. Should the Agent's eligibility change, the Agent shall immediately notify DHPO.
2. **Services.** Upon completion of the registration requirements, the Agent agrees to assist qualified individuals, as defined in 900 KAR 10:111, in completing Medicaid applications in compliance with the Agent Participation Agreement with DHPO and all applicable federal and state laws and regulations, including but not limited to 45 C.F.R. 155.205, 45 C.F.R. 155.200, and 900 KAR 10:125. The Agent shall comply with all state laws related to agents, brokers, or web-brokers, including applicable state laws related to confidentiality and conflicts of interest.
3. **Privacy Standards.** The Agent agrees to comply with the privacy and security standards of 45 C.F.R. 155.260.
4. **Compensation:** The Agent must be registered for the Agent Payment Process to receive compensation. For satisfactory performance of the above-listed Services, the Commonwealth shall pay the Agent \$50.00 per completed Medicaid Application. Payment will not be made on a salary or hourly rate. The Commonwealth shall have no obligation to make any payment until the Medicaid Application is fully completed.

5. Payment: Agents shall not invoice the Commonwealth. To receive payment for the current month, Agents shall register for the payment process by the 25th of that month. This registration will only need to be completed once to participate in this Agreement.
6. Renewal: This Agreement may be renewed in accordance with 900 KAR 10:125, Section 7.
7. Termination: DPHO may monitor and audit to assess compliance with the applicable requirements. Any failure to comply with the terms of this Agreement may result in the withdrawal of an Agent's registration and participation in accordance with 900 KAR 10:125, Section 8.
8. Funding: DPHO may terminate this Agreement if funds are not appropriated or are otherwise unavailable for the purpose of making payments without incurring any obligation for payment after the date of termination. DHPO reserves the right to terminate the Agreement at any time for reasons including but not limited to lack of available funding.

By signing below, the Agent acknowledges reading and understanding the terms of this Agreement.

Agent Name as it appears on Kentucky Department of Insurance license

Kentucky Department of Insurance ID Number

Signature

Date