

INDIANA APPLICATION ORGANIZATION PRIVACY AND SECURITY AGREEMENT

All Application Organizations registered by the Indiana Department of Insurance (“IDOI”) under Ind. Code § 27-19-4 agree to comply with this Privacy and Security Agreement (“Agreement”) in order to maintain the confidentiality of Personal Information that they receive from individuals while performing their duties as an Application organization.

I. Purpose

The purpose of this Agreement is to set forth the responsibilities and expectations of the Application Organization regarding the privacy and security of Personal Information received by the Application Organization while assisting individuals to apply for and enroll in a Qualified Health Plan through a Health Insurance Exchange operating in Indiana or a Public Health Insurance Program.

II. Authority

This Agreement is written in accordance with Ind. Code § 27-19-4.

III. Definitions

- A. Health Insurance Exchange: An American health benefit exchange, also referred to as a marketplace, operating in Indiana pursuant to the federal Patient Protection and Affordable Care Act (“PPACA”), which allows individuals and families to apply for a Qualified Health Plan and/or Public Health Insurance Program using one, stream-lined application.

- B. Personal Information: Any nonpublic information that is provided to a Application organization by an individual for purposes of assisting and/or enrolling such individual in a Qualified Health Plan through a Health Insurance Exchange or Public Health Insurance Program, including, but not limited to:
 - 1. Social Security Number;
 - 2. Individual’s first and last name;
 - 3. Driver’s license number;
 - 4. Bank account number;
 - 5. Credit card number;
 - 6. Street address;
 - 7. Medical or health information;
 - 8. State and federal tax information;
 - 9. State identification card number; or
 - 10. Financial account number or debit card number.

- C. Public Health Insurance Program: Health coverage provided under a state or federal government program, including Medicaid and the Children's Health Insurance Program.
- D. Qualified Health Plan: A health plan that has been certified in accordance with Section 1301 of PPACA and offered through a Health Insurance Exchange operating in Indiana.
- E. Security Breach: An unauthorized acquisition of or disclosure of Personal Information that compromises the security, confidentiality, or integrity of such Personal Information.

IV. Privacy and Security

- A. The Application Organization acknowledges and agrees that the Personal Information it receives from individuals for purposes of assisting individuals with applying for and enrolling in a Qualified Health Plan or Public Health Insurance Program is confidential and should be maintained and protected with reasonable operational, administrative, technical, and physical safeguards to ensure its confidentiality, integrity, and availability and to prevent unauthorized or inappropriate access, use, or disclosure. The Application Organization agrees to follow all state and federal laws governing the confidentiality, privacy, and security of Personal Information.
- B. The Application Organization agrees to comply with the following safeguards to maintain and protect the confidentiality of Personal Information:
 - 1. Personal Information shall only be disclosed to those individuals or entities authorized by law or by the individual to whom the Personal Information belongs.
 - 2. Documents containing Personal Information provided to the Application Organization by an individual in order to assist the individual with applying for and enrolling in a Qualified Health Plan or Public Health Insurance Program must be returned to the individual after assistance is provided and shall not be maintained by the Application Organization.
 - 3. Documents containing Personal Information that are inadvertently retained by the Application Organization must be returned to the individual to whom the documents belong. If, reasonable attempts to return documents containing Personal Information to the individual to which they belong fail, the Application Organization shall securely destroy or dispose of the documents in an appropriate and reasonable manner that results in the Personal Information being illegible or unusable.
 - 4. When disclosing Personal Information to authorized individuals or entities, the Application Organization shall make reasonable efforts to limit disclosure of the Personal Information to the minimum necessary Personal Information needed to accomplish the intended purpose of such disclosure.

5. Personal Information shall be protected against any reasonably anticipated threats or hazards to the confidentiality, integrity, and availability of such Personal Information.
 6. Personal Information shall be protected against any reasonably anticipated uses or disclosures of such information that are not permitted or required by law.
- C. If a Security Breach or improper disclosure of Personal Information occurs, the Application organization agrees to:
1. Take immediate steps to mitigate any potential harm related to the Security Breach or improper disclosure;
 2. Notify the affected individual or individuals of the Security Breach or improper disclosure, as soon as reasonably practical, but no later than ten (10) business days following the discovery of such Security Breach or improper disclosure, by U.S. first class mail or electronic mail if the affected individual or individuals have elected to receive notices or correspondence from the Application Organization via electronic mail; and
 3. Report any Security Breach or improper disclosure of Personal Information, as soon as reasonably practical, but no later than five (5) business days following the discovery of such security breach or improper disclosure, to the Indiana Department of Insurance (“IDOI”). The report must describe the actions taken by the Application Organization to mitigate the potential harm related to the Security Breach or improper disclosure.
- D. Application Organizations shall make available their internal privacy practices and policies to the IDOI upon request.
- E. If an Application Organization does not comply with this Agreement, the Commissioner of the IDOI may initiate an enforcement action against the Application Organization in accordance with Ind. Code § 27-19-4.

V. Signatory

The individual, whose signature appears below, on behalf of the Application Organization, has committed the Application Organization to the terms of this Agreement effective _____, 20__.

(Signature)

Name of Authorized Person and Title

Name of Application Organization