

Amendment to Anthem Blue Cross Agent Agreement

Effective November 1, 2015, Anthem Blue Cross pursuant to paragraph 1.2 hereby amends the Anthem Blue Cross Agent Agreement as follows.

1. Paragraph 1.3, subparagraph b. is deleted in its entirety and replaced with the following:

Revocation, suspension, or expiration of Agent and/or any of its sub-agents licenses or certifications by the applicable state department of insurance and/or Covered California, the California Health Benefit Exchange, or any successor thereto (“Covered California”).

2. Paragraph 2.3 is deleted in its entirety and replaced with the following:

Agent agrees to maintain such license(s) and certification(s) as are necessary to transact business on behalf of Anthem Blue Cross. Agent further agrees to notify Anthem Blue Cross immediately of any expiration, termination, suspension or other action by the Department of Insurance or any governmental agency affecting said license(s) or certification(s). By entering into this Agreement, Agent represents that any license(s) or certification(s) of Agent have not previously been subject to suspension, termination or other disciplinary action by any governmental authority. Agent also represents that he/she/it is duly certified by and has completed all training requirements and executed any agreements required by Covered California to assist consumers with enrolling in Anthem Blue Cross’s Qualified Health Plans through the Exchange. By entering into this Agreement, Agent represents that Agent has never been convicted of a felony or a misdemeanor involving fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of fiduciary duty. Agent further agrees to notify Anthem Blue Cross immediately upon notice of any misdemeanor or felony charges or any actions including but not limited to convictions by any governmental agency for commission of any act involving fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty. Upon request, Agent shall and shall cause its sub-agents to provide copy(ies) of its current license(s) and certification(s) to Anthem Blue Cross. ANTHEM BLUE CROSS reserves the right to require Agent to reimburse ANTHEM BLUE CROSS for any appointment fees and any processing fees imposed by ANTHEM BLUE CROSS associated with the appointment of Agent and fees associated with the terminating Agent’s appointment.

3. Paragraph 2.7 is amended to add a new subparagraph (g):

Compliance With Regulatory and Covered California Requirements. Agent shall comply with, and shall take all reasonable steps necessary to cause and require its sub-agents to comply with all federal and state requirements, including Covered California requirements, regarding marketing, branding and website content.

4. Article II – Obligations of Agent is amended to add a new subparagraph 2.15:

Non-discrimination. Agent shall comply with, and shall take all reasonable steps necessary to cause and require its sub-agents to comply with the following federal regulations applicable to Qualified Health Plan (QHP) issuers participating in the Federally-Facilitated Marketplace and/or State Based Exchanges (SBEs): 45 CFR Secs. 156.200(e) and 156.225. These regulations prohibit Anthem Blue Cross as a QHP issuer, and its agents from discrimination against individuals based on race, color, ethnicity, national origin, religion, age, gender, gender identity, mental or physical disabilities, sexual orientation, genetic information, including pregnancy and expected length of life, present or predicted disability, degree of medical dependency, quality of life, or other health condition or health status in the administration of the plan, including enrollment, marketing practices, benefit designs, and benefit determinations.

In Witness Whereof, Anthem Blue Cross has executed this Amendment as illustrated by the authorized signatures below:

Anthem Blue Cross



By:

Colin Havert
VP/GM Individual Business

Anthem Blue Cross



By:

Joe Greenburg
VP/GM Small Group Business

Anthem Blue Cross is the trade name of Blue Cross of California. Anthem Blue Cross and Anthem Blue Cross Life and Health Insurance Company are independent licensees of the Blue Cross Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross name and symbol are registered marks of the Blue Cross Association.