

Affordable Care Act (ACA) Rules, Disclosures, Privacy Agreements, and Attestations

- The Marketplace uses an income number called modified adjusted gross income (MAGI) to determine your eligibility for savings / subsidies / Advanced Premium Tax Credit (APTC). For more information on what to include as income, please reference the [“Count income & household size” page](#) on Healthcare.gov
- Report any changes in income you have to your agent as soon as you can. Examples include but are not limited to: severance checks, selling a home, selling investment assets, getting a raise at work.
- ACA Marketplace plans typically have very restrictive networks with **little to no coverage** outside of your home state (sometimes even your home county). For this reason, it is STRONGLY ENCOURAGED you purchase supplemental insurance coverage in addition to your base health insurance plan.
- “Household size” refers to anyone that will be listed on your tax return for the coverage year.
 - Be sure you don’t count older children that will work a job and file taxes as head of their own household. They would need to have their own insurance plan and tax credit.
- **Parents that file kids in alternating tax years need to understand the child tax credit is only eligible if they are the one claiming the child during that coverage year.** Also, nonmarried parents cannot both provide coverage for the child. You are only able to include someone on your Marketplace application if you will be claiming them on your taxes the year you have them covered on your plan.
- Any outstanding requirements, such as follow-up documents, that are not provided to the Marketplace will result in a loss of tax credit. If this happens, the insured will be responsible for the full cost of their insurance plan. Please be sure to get these requirements to your agent and/or upload them to the Marketplace yourself in a timely manner. While your agent is there to help you (see “Agent Roles and Scope of Authority” section), the responsibility to complete any outstanding requirements ultimately falls on you.
- It is recommended that any letter received from the Marketplace should be reported to your agent if you are confused by them. Your agent is there to help you interpret the meaning of the letter and figure out if any action is needed.
- Your plan will not start until the first premium is paid, which could take up to seven business days to process. Setting up autopayments is highly encouraged. If you do happen to fall behind on payments, there is a grace period that allows you extra time to get your account

paid up and allows you to keep your coverage. That grace period is typically 30 days, but can vary by carrier and is subject to change.

- Failure to pay your first premium within 30 days of your effective date will probably result in cancellation / termination of your health insurance plan.
- You can only have one health insurance plan to receive an advance premium tax credit (APTC). Examples of other coverage that will disqualify you from receiving a tax credit include but are not limited to: Medicaid, Medicare, Veterans' (VA) coverage, creditable and affordable group coverage (such as through an employer), other individual coverage.
- You are not allowed to receive a government subsidy (an APTC) while also getting reimbursed for your health insurance premiums by your employer, such as through an Individual Coverage Health Reimbursement Arrangement (ICHRA) or other health reimbursement arrangements (HRAs). You must select one or the other – either the reimbursement or the subsidy.
 - If an HRA offered to you meets the affordability criteria set forth by the Marketplace and you decline the HRA, you are not allowed to accept a subsidy / APTC.
- The insured (you) is required to file a tax return for the year they accepted advanced premium tax credit. 1095A forms are required when filing your taxes. These forms get sent out towards the end of January following the previous plan year. You must file the 1095A form with your taxes. If you need the form and did not receive the form in the mail, please contact the Marketplace to request a copy. Your agent will sometimes be able to access the document too.
- **All changes and updates should be directed to your agent as soon as possible.** You can also call the Marketplace for issues related to your coverage and to make any updates, or login to your Healthcare.gov account. At the end of the day, the responsibility to report any life changes to the Marketplace falls on you. Your agent is there to assist when possible, but may sometimes be unable to help you implement changes due to restrictions put in place by insurance companies or the Marketplace. Your agent also may not be able to help you if not given enough time or if you fail to provide him/her with all necessary information, especially during the last three months of the year during the Open Enrollment season.
 - Examples of changes to report include but are not limited to: increase or decrease in household income, increase or decrease in household size (divorce, having a child, death, alternating dependent claiming on taxes), someone is now offered coverage elsewhere, citizenship or immigration status change, someone gets approved for Medicaid.
 - Changes that need to be reported usually also come with deadlines. It is strongly encouraged to report a life change to the Marketplace within 30 days of the event

occurring. Visit <https://www.healthcare.gov/coverage-outside-open-enrollment/special-enrollment-period/> to learn more about all life changes and their reporting requirements.

- Your agent will help you re-enroll for the following years during Open Enrollment. Please be sure to notify him/her of any changes before Open Enrollment begins. Open Enrollment is from November 1 – January 15. Any changes submitted before December 16th will go into effect on January 1st of next year. Changes submitted between December 16th – January 15th will take effect February 1st.
 - Please keep in mind that if you do not take any action or if you do not notify your agent of any changes/new information, your policy may automatically renew. This could cause issues if your situation has changed. For example, your plan for next year will be based on the prior year's information, including estimated income and whether or not you are eligible for other coverage.
- In order to cancel your Marketplace plan, you must call the Marketplace directly at (800) 318-2596. The Marketplace is open 24/7 with the exception of some holidays.
 - If you are cancelling because you are getting new coverage, it is IMPERATIVE you wait to call them to cancel your plan until the day before your new coverage begins. If you call earlier, the Marketplace may cancel your plan the day you call in, meaning you could accidentally end up going without coverage for a period of time.

Agent Consent and PII Authorization and Disclosures

By signing the “Marketplace Agreement Form” document, you grant permission for your agent and his or her office staff, assistants, and other agents in his or her office to act on your, and other members in your household's (if applicable), behalf. This includes but is not limited to: accessing your Personally Identifiable Information (PII), assisting with plan selections, searching for any existing Marketplace applications you may have, completing an application for eligibility determination and/or enrollment in a Marketplace Qualified Health Plan or other government insurance affordability programs such as Medicaid and CHIP or advance tax credits to help pay for Marketplace premiums, completing enrollment applications, making data updates (address changes, income change, etc.), making plan updates (switching plans), uploading follow-up documents on your behalf, responding to inquiries from the Marketplace regarding your Marketplace application.

Examples of PII include but are not limited to: name, date of birth, age, phone numbers, email addresses, medical information, social security number, tax information, income, and street address.

Understand that your PII will only be used for the authorized functions discussed earlier, in the context of completing an application for a Qualified Health Plan (QHP), APTC, or Cost Savings Reductions (CSRs) eligibility, if applicable, or enrolling in a QHP, or any data transmitted from or through the Marketplace, if applicable.

Understand that your agent and his or her office staff, assistants, and other agents in his or her office will only ask for the minimum amount of PII necessary for them to carry out their functions and responsibilities and that your PII may not be used for any other purposes not outlined in these agreements without your explicit consent or the explicit consent of your authorized representative. Also, you can expect that your agent and his or her office staff, assistants, and other agents in his or her office will ensure your PII is kept private and safe when collecting, storing, and using your PII for the stated purposes above.

Agent Roles and Scope of Authority

By signing the “Marketplace Agreement Form” document, you agree to and understand the following:

I understand that my agent and his or her office staff, assistants, and other agents in his or her office is there to assist me with initial quoting, selecting a plan, and enrolling in coverage. I acknowledge my agent is also there to assist with ongoing application and plan servicing, including but not limited to, completing annual coverage reviews, making data updates (address changes, income change, adding dependents, etc.), making plan updates (switching coverages), and uploading follow-up documents on my behalf. If I ever need to cancel my Marketplace coverage, I understand that my agent will not cancel my policy on my behalf and that **I am responsible for calling into the Marketplace directly at (800) 318-2596 to cancel my coverage.**

If a change needs to be completed, simply notifying my agent and his or her office staff, assistants, and other agents in his or her office does not release me from responsibility. I acknowledge my agent is there to assist when possible, but may not always be able to help me with issues. This could be due to time constraints – especially during the Open Enrollment Period – or restrictions put in place

by insurance companies or government entities, including the Marketplace, that limit the ability of my agent to make changes on my behalf.

I understand that, while my agent is there to help me with certain aspects regarding my coverage, **I am ultimately responsible for notifying my insurance company and the Marketplace of any changes that need to be completed**, including but not limited to canceling my coverage, adding or removing a dependent, paying my plan premiums, and submitting any follow-up documents. I will not hold my agent and his or her office staff, assistants, and other agents in his or her office responsible for my own failure to complete the aforementioned actions and requests.

By Applying For Coverage, You Are Agreeing to the Marketplace & HealthSherpa Privacy Notice Below

Important Marketplace Emails: If the Marketplace has your email address, they'll automatically send you important information, updates, and reminders about Marketplace enrollment. You can opt out of these communications at any time. To do this, click on the "unsubscribe" link in the footer of any Marketplace email.

Privacy and the use of your information: The Marketplace will keep your information private as required by law. Your answers on this form will only be used to determine eligibility for health coverage or help paying for coverage. The Marketplace will check your answers using the information in their databases and the databases of other federal agencies. If the information doesn't match, the Marketplace may ask you to send them proof. The Marketplace won't ask any questions about your medical history. Household members who don't want coverage won't be asked questions about citizenship or immigration status.

As part of the application process, the Marketplace may need to retrieve your information from the Internal Revenue Service (IRS), Social Security, the Department of Homeland Security (DHS), and/or a consumer reporting agency. They need this information to check your eligibility for coverage and help paying for coverage if you want it and to give you the best service possible. The Marketplace may also check your information at a later time to make sure your information is up to date. The Marketplace will notify you if they find something has changed.

[Learn more about your data](#), or view the [Privacy Act Statement](#).

By continuing, you (the consumer) grant HealthSherpa permission to access your Marketplace application.

I agree to have my information used and retrieved from data sources for this application. I have consent for all people I'll list on the application for their information to be retrieved and used from data sources.

I understand that I'm required to provide true answers and that I may be asked to provide additional information, including proof of my eligibility for a Special Enrollment Period if I qualify. If I don't, I may face penalties, including the risk of losing my eligibility for coverage.

By Completing A Marketplace Application, You are Agreeing to the Marketplace Attestations Below

To make it easier to determine my eligibility for help paying for coverage in future years, I agree to allow the Marketplace to use my income data, including information from tax returns, for the next 5 years. The Marketplace will send me a notice, let me make any changes, and I can opt out at any time.

I understand that I'm not eligible for a premium tax credit if I'm found eligible for other qualifying health coverage, like Medicaid, the Children's Health Insurance Program (CHIP), or a job-based health plan. I also understand that if I become eligible for other qualifying health coverage, I must contact the Marketplace to end my Marketplace coverage and premium tax credit. If I don't, the person who files taxes in my household may need to pay back some or all of my premium tax credit.

I understand that because the premium tax credit will be paid on my behalf to reduce the cost of health coverage for myself and/or my dependents:

- I must file a federal income tax return for the tax year that I am insured
- If I'm married at the end of the year I am insured, I must file a joint income tax return with my spouse

I also expect that:

- No one else will be able to claim me as a dependent on their federal income tax return the year that I am insured

- I'll claim a personal exemption deduction on my federal income tax return for the applicable tax year for any individual listed on this application as my dependent who is enrolled in coverage through this Marketplace, and whose premium for coverage is paid in whole or in part by advance payments of the premium tax credit.

If any of the above changes:

- I understand that it may impact my ability to get the premium tax credit.
- I also understand that when I file my federal income tax return for the year I have coverage, the Internal Revenue Service (IRS) will compare the income on my tax return with the income on my application. I understand that if the income on my tax return is lower than the amount of income on my application, I may be eligible to get an additional premium tax credit amount. On the other hand, if the income on my tax return is higher than the amount of income on my application, I may owe additional federal income tax.

I know that I must tell the program I'll be enrolled in if information I listed on this application changes. I know I can make changes in my Marketplace account or by calling the Marketplace Call Center at 1-800-318-2596 (TTY: 1-855-889-4325). I know a change in my information could affect eligibility for member(s) of my household.

If anyone on your application is enrolled in Marketplace coverage and is later found to have other qualifying health coverage (like Medicare, Medicaid, or CHIP), the Marketplace will automatically end their Marketplace plan coverage. They will get a notice before Marketplace terminates their coverage in case they need to keep it or make changes. During all the months of overlapping coverage, they're responsible for paying the full cost for the Marketplace plan premium and covered services.

I'm signing this application under penalty of perjury, which means I've provided true answers to all of the questions to the best of my knowledge. I know I may be subject to penalties under federal law if I intentionally provide false information.