

**TRIBAL PREMIUM SPONSORSHIP PROGRAM  
INDIVIDUAL ENROLLMENT AGREEMENT**

This is an agreement to enroll as a participant in the [ ] Tribe (Tribe) Tribal Premium Sponsorship Program (TPSP) during calendar year 2017. TPSP is a program under which the Tribe purchases health insurance coverage through the Health Insurance Marketplace (referred to as Sponsorship) for a limited number of eligible Tribal members and their dependents (Participants). TPSP participation does not affect rights or access to health care in the [ ] Service Unit or the Indian Health Service's (IHS's) responsibility to provide care.

**For all TPSP Participants, the Tribe agrees to do the following:**

1. Screen you for eligibility and assist you in enrolling in the Health Insurance Marketplace (Marketplace); or if eligible for other insurance affordability programs (Medicaid or Children's Health Insurance Program (CHIP)), either assist you in enrolling or refer you to the appropriate agencies for enrolling.
2. Pay your share of the health insurance premiums for a plan approved by the TPSP, as long you meet TPSP requirements and Marketplace eligibility requirements. (If the TPSP determines it must stop paying these premiums, it will provide 30-day advance notice.)
3. Assist you with reporting changes to the Marketplace.
4. Continue your eligibility for and encourage your use of IHS and Tribal health facilities. (Health insurance can help you get medical care when you are traveling or away from IHS/Tribal facilities and might make more services available for you. However, you might be responsible for co-payments and deductible payments for services received outside of IHS/Tribal facilities. You will not have to make a co-payment or pay a deductible for care when receiving health care at an IHS/Tribal facility or when obtaining an authorization for payment by an IHS/Tribal facility for care at another provider.)
5. Provide tax assistance, if needed, including helping you find a tax advisor and paying reasonable costs for tax advice related to the TPSP; and if required within 3 years of the end of the tax year, reimburse you for refunds requested by the IRS related to a health insurance premium tax credit, as long as you provided accurate information, acted in good faith, and filed taxes on time. (However, the TPSP will not reimburse interest and penalties applied because of failure to file tax returns on time.)

**In exchange for participation in the TPSP, I agree to:**

1. Provide information requested by the Tribe, the TPSP, the Marketplace, and my Insurer. (In addition to requesting information for enrollment, the TPSP periodically will contact me to assist me in updating Marketplace information to ensure premiums are accurate.)
2. Complete forms and applications accurately and on time, comply with Marketplace requirements, and promptly report changes.
3. **Tell the TPSP within 30 days about changes that must be reported to the Marketplace** (the TPSP can provide assistance with reporting), including changes in:

ATTACHMENT H: Sample Individual Enrollment Agreement

- a.) Name, address, or phone number;
  - b.) Income of any individuals in the household;
  - c.) Household information, such as a birth or adoption, placing a child for adoption or foster care, becoming pregnant, a marriage or divorce, a child on the plan turning 24, a death, and gaining or losing a dependent for any reason;
  - d.) Employment of anyone in the household;
  - e.) Health coverage of anyone in the household, including:
    - a. Getting or losing an offer of job-based coverage, even if not enrolled in it; or
    - b. Getting coverage through a program like Medicaid, CHIP, or Medicare; and
  - f.) Status of anyone in the household related to disability, tax filing, citizenship or immigration, enrollment in a Tribe, or incarceration.
4. **File tax returns on time and, if married, file them jointly** (necessary under premium tax credit rules).
  5. Complete a “Request for Transcript of Tax Return” form 4506-T for the TPSP to verify tax return filing.
  6. Repay to the TPSP any premium tax credit refunds in excess of \$300 received from the IRS as a result of underpayment of premium tax credits during the coverage year.
  7. Access health care services to ensure that my health care needs are being met and that I am as healthy as possible.
  8. Reassign the right to payment and reimbursement from insurers and payers for the services and supplies that I receive from any health care provider. If I receive a check from my Insurer, I will contact the health care provider that furnished the service to determine who should receive the payment.
  9. Respond to requests by the Tribe, if any, to provide information that will assist the Tribe in evaluating the TPSP.
  10. Understand that the TPSP will stop premium payments for Participants who become ineligible for the program or who do not follow the requirements set forth above.
  11. Understand that the Tribe might make changes to the TPSP to comply with legal requirements or to meet TPSP goals and that I will receive 30-day advance notice of such changes.
  12. Understand that the TPSP is a voluntary program and that I can stop participation at any time.

**Authorizations of the Participant:**

I understand that, by signing this document, I am certifying that the information I provide to the TPSP is true to the best of my knowledge and belief; that I acknowledge and accept the responsibilities described above; and that I make the following authorizations:

- I authorize the Tribe/TPSP and my Insurer to disclose protected health information to each

other and to other appropriate parties as needed to verify eligibility for enrollment and coverage of claims, to administer the TPSP, and to evaluate the TPSP.

- I authorize and direct my Insurer to send my monthly premium bills to the TPSP and to provide promptly any and all information that the Tribe/TPSP might request—including information regarding my health status, my use of health services, my health insurance coverage, payments made on my behalf, and/or the status of any claims—to evaluate and process these bills and coordinate benefits.
- I authorize and direct my Insurer to send a summary of the amounts paid out by the Insurer on my behalf to the Tribe/TPSP, in order to help evaluate the TPSP's effectiveness.
- I reassign my right to payment and reimbursement from my Insurer to my IHS/Tribal provider for the services and supplies furnished by the IHS/Tribal provider.
- I authorize the TPSP to keep a record of my Marketplace user name and password for assistance in necessary reporting of life changes.
- I understand that, if I am not an enrolled Tribal member or a minor dependent or spouse of an enrolled Tribal member, then the premium payments made to my Insurer on my behalf will be treated as taxable income to me. I will receive a 1099 Form from the Tribe for this income and will be responsible for reporting this income and for paying any taxes due on this amount.

**Participant Information and Signature:**

Full name (print): \_\_\_\_\_

SSN (last four numbers): \_\_\_\_\_ DOB: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address: \_\_\_\_\_

Phone number(s): \_\_\_\_\_

Marketplace Username: \_\_\_\_\_ Password: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Date: \_\_\_\_\_

**Or if this authorization is being completed for a minor or dependent adult:**

Name of Parent/Guardian (print): \_\_\_\_\_

Relationship to Participant (circle): Parent, Legal Guardian, or Holder of Power of Attorney/Legal Representative; or Other: \_\_\_\_\_

Parent/Guardian/Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Reviewed and accepted by: Tribe/TPSP**

TPSP Director Signature: \_\_\_\_\_

Date: \_\_\_\_\_