Sutter Health Plan

Getting Started with Sutter Health Plan

Becoming a Sutter Health Plan broker partner is easy! Simply follow the checklist and submit the required documents — incomplete submissions will be returned. After we process your request, you will receive your countersigned agreements, and each agent will receive their Broker Certificate and Agent ID number.

If you have questions, we're here to help.

Email us at **shpserviceteam@sutterhealth.org** or call Customer Service at **855-315-5800**. We look forward to partnering with you!

Broker Submission Checklist

Agency

Complete and submit the following:

- ☐ **Agency Application** (page 3)
- ☐ **Sutter Health Business Associate Agreement** (page 16)
- ☐ **Broker Commission Payment Form** (page 21)
  - ☐ **Voided check or bank verification letter** (if enrolling in ACH)
- ☐ **Sutter Health Broker Risk Assessment Form** (page 22)
- ☐ **Solicitor Firm Agreement** (page 24)
- ☐ **W-9 form** (page 35)
- ☐ **Please include a copy of the following with your submission:**
  - California Life and Health license
  - Errors and Omission (E&O) insurance certificate

Agency Producing Agent

If your agency isn't appointed, please include the required documents listed above with your submissions for each agent. If your agency is already appointed, only complete and submit the following:

- ☐ **Agent Application** (page 4)
- ☐ **Sutter Health Plan Compliance, Privacy and Fraud, Waste & Abuse training***
- ☐ **Please include a copy of the following with your submission:**
  - California Life and Health license

Independent Agent

Complete and submit the following:

- ☐ **Agent Application** (page 4)
- ☐ **Agent Agreement** (page 6)
- ☐ **Sutter Health Business Associate Agreement** (page 16)
- ☐ **Broker Commission Payment Form** (page 21)
  - ☐ **Voided check or bank verification letter** (if enrolling in ACH)
- ☐ **Sutter Health Broker Risk Assessment Form** (page 22)
- ☐ **Sutter Health Plan Compliance, Privacy and Fraud, Waste & Abuse training***
- ☐ **W-9 form** (page 35)
- ☐ **Please include a copy of the following with your submission:**
  - California Life and Health license
  - Errors and Omission (E&O) insurance certificate

Follow these steps to complete and submit your documents:

1. Download and save the document to your computer.
2. Open the saved PDF using Adobe Acrobat Reader or another PDF reader. Fill in all required fields and save.
3. Attach the completed PDF to an email and send it to **shpserviceteam@sutterhealth.org**. Please include copies of your California Life and Health license and E&O certificate if applicable.

* If you've completed a course within the last 12 months that is substantially similar to the Sutter Health Plan Fraud, Waste and Abuse, and General Compliance Training, you can attest to this by completing this **Attestation Form**.

Agency Application

Sutter Health Plan

Section A – Agency Information

Agency Name

Mailing Address | **City** | **State** | **ZIP**

Phone | **Agency Tax ID #**

Section B – Agency License Information

License Type | **State of Issue** | **License #**

Issue Date | **Expiration Date** | **Name on License**

Section C – Errors and Omissions Insurance

Name of Carrier

Expiration Date | **Specific Amount** (minimum $1 million) | **Aggregate Amount** (minimum $1 million)

Agent Application

Sutter Health Plan

Section A – Applicant Information

Section A1 – Applicant Type

- ☐ Agent with commissions paid to the agency
- ☐ Independent agent or sub-agent with commissions paid to themselves

Section A2 – Agent Information

Last Name | **First Name** | **MI**

Work Phone | **Other Phone** | **Email**

Work Address | **City** | **State** | **ZIP**

Section A3 – Agency Information

Agency Name

Agency Mailing Address ☐ Same as work address | **City** | **State** | **ZIP**

Section B – Agent License Information

License Type | **State of Issue** | **License #**

Issue Date | **Expiration Date** | **Name on License**

Section C – Errors and Omissions Insurance (Required for independent agents)

Name of Carrier

Expiration Date | **Specific Amount** (minimum $1 million) | **Aggregate Amount** (minimum $1 million)

Section D – Commissions (Please check one of the boxes and complete the corresponding information below)

☐ **Commissions Payable to Agency**

Agency Name	Agency Tax ID	Agency License #

☐ **Commissions Payable to Individual Agent**

Individual Name	Social Security #

Agent Agreement

Sutter Health Plan

This Agent Agreement together with any attachments hereto (the "Agreement") is entered into this _____ day of _____ 20____ ("Effective Date") by and between Sutter Health Alliance, a California non-profit, public benefit organization, doing business as Sutter Health Plan ("SHP"), regulated by the California Department of Managed Health Care, and _____, ("Agent").

RECITALS

A. SHP is licensed by the California Department of Managed Health Care (DMHC) as a health care service plan and, pursuant to such licensure, is authorized to offer DMHC-approved health care coverage products within its DMHC-approved service area.

B. Agent is licensed by the State of California to promote, market, solicit and sell health care coverage products to individual and group subscribers, and to assist subscribers through the coverage application, underwriting and enrollment processes.

C. SHP wishes to contract with Agent for the provision of marketing, solicitation and sales services, and Agent wishes to provide such services to SHP.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties do hereby agree as follows:

1. Appointment of Agent.

SHP appoints Agent to market, solicit and sell SHP health care coverage products as specified in this Agreement. This Agent appointment will become effective upon execution of this agreement by both parties, and shall be subject to all of the terms and conditions set forth herein.

2. Agent Authority and Obligations (the " Services").

2.1 Agent shall use its best efforts to solicit enrollment of prospective groups and individuals (as applicable) under this Agreement and assist such groups and individuals in completing and submitting applications for health care coverage products for sale to eligible groups or individuals. If at any time the Agent determines that the Agent is unable to market to a particular prospect and the Agent can provide specific and credible reasons for the same, the Agent will turn that prospect over to SHP for direct marketing.

2.2 Agent shall comply with all requirements of SHP governing the preparation, submission and processing of health care coverage applications and shall make available to SHP all information, whether favorable or unfavorable, which comes into the Agent's possession concerning the underwriting of any risk.

2.3 Agent shall take all reasonable and appropriate steps to obtain information, as deemed appropriate and pertinent by SHP. Agent certifies that it will comply with all the policies and procedures of SHP (including but not limited to SHP's underwriting guidelines) and with applicable federal, state or other laws and regulations governing the sale of SHP's health care coverage product(s) and the Agent's conduct concerning the same.

2.4 No monies shall be payable to the Agent, as set forth in Exhibit A, unless and until the Agent has made a timely and accurate submission of all paperwork, as required by SHP. The submission of all required paperwork must be made at least seven (7) business days prior to the effective date of the new business, renewal business, or change in plan, or at such other time as mutually agreed to by the parties. A complete submission may include, but not be limited to, complete and accurate employer submission documents, licenses, final rates approved by the group, including a binder check in the amount of the first month's premium, fully completed enrollment forms and any other information reasonably requested by SHP.

2.5 Notifications.

2.5.1 Agent shall immediately notify SHP of receipt of any customer complaint or if it (or any of its principal persons or employees) is served with any paper or has knowledge of any legal or administrative action, investigation or proceeding against SHP.

2.5.2 Agent shall immediately notify SHP regarding commencement of any disciplinary proceedings against Agent or against any of its principal persons or employees including, but not limited to relating to any license issued to any such person by the California Insurance Commissioner.

2.6 Agent is authorized to market SHP health care coverage products to eligible purchasers as specified in the SHP product listing, as updated from time to time by SHP on written notice to Agent, without need for an amendment to this Agreement. For purposes of this Section, written notice by SHP shall include SHP's updating of its product listing available to Agent at SHP website **sutterhealthplan.org**, without the necessity of additional notice under Section 22. Agent shall affirmatively check the SHP website to confirm Agent is aware of any changes to the SHP product listing, and shall rely on the most recent update to such website in performing Services hereunder.

3. Limitations to Agent Authority.

3.1 The Agent is not authorized and is expressly forbidden to incur any indebtedness or liability, or to make, alter, or discharge contracts, or to waive forfeitures, name extra rates, extend the time of payment of any premium, or guarantee any actions on behalf of SHP. The Agent is further prohibited from obligating SHP without first obtaining written notification that SHP has accepted, conditionally or unconditionally, the submitted risk. Without limiting the foregoing, the Agent specifically is not authorized to make, alter or waive any of the terms, rates or conditions of any of SHP's forms, policies, contracts or advertising materials, to quote rates not approved by SHP, to extend the time of payment of any premium, to extend credit to customers, or to adjust or settle claims.

3.2 Furthermore, the Agent is also not authorized and is expressly forbidden, unless otherwise agreed in writing, to collect any money due or to become due SHP, except the initial first premium collected by or through the Agent obtained during policy delivery, or during the collection of receipts sent to the Agent by SHP (and Agent is not authorized to deduct compensation, commissions, services fees or allowances from Plan Funds, as defined below, that Agent collects). Agent shall not waive premium or extend the time for payment of premium. Any money due or to become due SHP from customers as premiums or otherwise are funds of SHP ("Plan Funds").

3.2.1 All Plan Funds collected by Agent for SHP shall at all times be segregated from the assets of the Agent, and shall be promptly, and in any event no later than the business day following receipt by Agent, deposited to a trust account in a state or federal bank authorized to do business in California and insured by an appropriate federal insuring agency. All funds received by the Agent for the account of SHP shall be transmitted to SHP, or to a person designated by SHP herein, within two (2) business days after such funds are received by Agent.

3.3 Agent is expressly forbidden to pay or allow, or to offer to pay or allow, any rebate of premium in any manner whatsoever, whether directly or indirectly. Agent agrees not to make any representation as to SHP's coverage and policies except as may be contained in the written materials furnished to Agent by SHP, nor make any oral or written alteration, modification or waiver of any of the terms or conditions applicable to that coverage and policy without the express prior written consent of SHP.

3.4 Agent shall not have underwriting or price-setting authority and shall not bind coverage under the health care coverage product(s) without SHP's express prior written approval.

3.5 In addition, the Agent is not authorized to use the name, trademarks or logo of SHP in any way or manner not specifically authorized in writing by SHP.

3.6 The Agent has no authority to institute legal or administrative proceedings in SHP's name or institute such proceedings in connection with the transaction of SHP's business unless an authorized officer of SHP provides written approval for such actions to the Agent.

4. Rights Reserved to SHP.

4.1 SHP specifically reserves the right, without approval of the Agent:

4.1.1 To discontinue or withdraw from sale any health care service plan and/or health care coverage product in California;

4.1.2 To modify, change, or amend any certificate, contract or premium rate;

4.1.3 To determine all terms, conditions and limitations of any certificate or contract and modify or change the terms under which any health care coverage product may be sold; and

4.1.4 To modify, institute or delete any SHP procedure.

5. Independent Contractor Relationship.

The parties agree that Agent is an independent contractor, and not an employee, agent, or partner of, or joint venturer with, SHP or any of its affiliates. Nothing contained in this Agreement shall be construed to create an employer and employee relationship between SHP and the Agent. Agent will not hold itself out as an employee, partner, joint venture or officer of SHP; nor as an agent of SHP in any other manner, or for any other purpose, except as specifically provided in this Agreement. SHP shall thus not exercise control over the methods by which Agent performs its obligations under this Agreement.

6. Territory and Licensure.

6.1 Agent is authorized to do business, under the conditions of this Agreement, within the SHP service area, as further described in Section 6.2 of this Agreement. Agent represents and warrants that it is licensed to solicit health insurance applications in these territories and that it will maintain licenses, in good standing, during the term of this Agreement, at Agent's own expense. This Agreement does not assign exclusive territorial rights to the Agent.

6.2 Agent shall not market, solicit or sell any SHP health care coverage product outside of the SHP service area approved by the DMHC. SHP may update the SHP service area from time to time to reflect additional DMHC service area approvals by providing written notice to Agent without need for an amendment to this Agreement. For purposes of this Section, written notice by SHP shall include SHP's updating of its service area listing available to Agent at the SHP website **sutterhealthplan.org,** without the necessity of additional notice under Section 22. Agent shall affirmatively check the SHP website to confirm Agent is aware of any changes to the SHP service area listing, and shall rely on the most recent update to such website in performing Services hereunder.

6.3 For purposes of this Agreement (including its exhibits), an SHP "health care coverage product" shall mean only a product described in the product listing available to Agent in accordance with Section 2.7 of this Agreement.

6.4 Agent represents that it is now actively engaged in the insurance business, and that Agent is familiar with the regulatory requirements applicable to its business. Agent shall take no action contrary to any regulatory requirement that might directly or indirectly subject SHP to adverse regulatory action or expense.

6.5 Agent shall be responsible for securing and keeping in effect any required licenses as described in Section

6.6 6.1 above. This shall include complying with any applicable continuing education requirements.

6.7 Agent shall forward copies of all required licenses to SHP prior to appointment.

7. Compliance.

7.1 Agent will perform its obligations under this Agreement in strict compliance with all applicable state, federal and local laws, including but not limited to the requirements of the California Knox-Keene Health Care Service Plan Act of 1975 (as amended) (the "Knox-Keene Act") and Title 28 California Code of Regulations as applicable to solicitors. Agent acknowledges and agrees that SHP has authority to oversee and monitor the Services rendered by Agent under this Agreement, including without limitation, reporting, auditing and training, as required to comply with the Knox-Keene Act and Title 28 of the California Code of Regulations.

7.2 Agent agrees to participate in SHP's licensing and appointment process, which requires Agent to provide the following: a legible copy of the Agent's current California Life and Health Agent License, a W9 form and proof of Errors and Omissions (E&O) insurance coverage.

7.3 Agent agrees to comply with its own policies regarding conflicts of interest. Agent further acknowledges that SHP maintains and enforces a Conflict of Interest Policy. Agent will use reasonable efforts to act in a manner that does not encourage, facilitate or cause the violation of the SHP Conflict of Interest Policy by individuals who are subject to that Policy. Agent represents and warrants that Agent, as well as any Agent personnel (if any) involved in the negotiation, implementation and performance of this Agreement have no knowledge of any circumstances constituting a conflict of interest with respect to Agent's transaction of business with SHP. Without limiting the foregoing, Agent represents and warrants that Agent is not bound by any regulatory, contractual or other restriction or negative covenant which in any way would prohibit or otherwise affect Agent's engagement hereunder or the performance of any of Agent's obligations under this Agreement.

Agent agrees to notify SHP within thirty (30) days of any such Agent personnel learning of any circumstances constituting a conflict of interest hereunder.

7.4 Agent certifies that it is not currently named as an excluded entity or individual on the "List of Excluded Individuals/Entities" of the U.S. Department of Health and Human Services Office of the Inspector General ("OIG List"), or listed on the U.S. General Services Administration's List of Parties Excluded from Federal Procurement and Nonprocurement Program, and

Agent is not aware of any pending or threatened exclusion or debarment action against Agent. Agent further certifies that Agent has not been: (i) convicted of or pleaded nolo contendere to a crime, or having been held to have committed any act involving dishonesty, fraud or deceit in a judicial or administrative proceeding to which Agent was a party, or (ii) named in an Order of the Director of the DMHC pursuant to Section 1386(c) or section 1388(d) of the Knox-Keene Act. Agent agrees to notify SHP immediately following Agent learning that this certification is no longer accurate, and this Agreement shall terminate without the need for written notice in the event Agent becomes so excluded or debarred during its term.

7.5 Subject to Section 12 of this Agreement (Advertisements and Collateral), Agent will provide Services under this Agreement such that the net product of such Services, including, but not limited to: Web-based internet information and applications, information, documentation and support, are usable by a person with a disability in accordance with Title III of the Americans with Disabilities Act, 42 U.S.C. § 12181, et seq., and/or Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701, et seq., and Section 1194.22 (a) – (p) of the Electronic and Information Technology Accessibility Standards, 36 C.F.R. Part 1194 (implementing Rehabilitation Act Section 508 (29 U.S.C. § 794d)).

7.6 Agent shall not engage in any marketing, solicitation or sales of SHP health care coverage products directed to persons with limited English proficiency (LEP) unless all such activities are conducted in the LEP individual's preferred language, including but not limited to discussions, explanations, responses to questions and the presentation of vital documents (subject to Section 12 of this Agreement (Advertisements and Collateral)), including but not limited to coverage application forms, benefit summary matrices and key provisions of evidences of coverage, as defined by Section 1367.04 of the California Knox-Keene Act and section 1300.67.04 of Title 28 California Code of Regulations. Specifically, Agent acknowledges that SHP is subject to the Knox-Keene Act requirements regarding the provision of interpreter services and written translations of vital documents, and Agent agrees that if Agent is unable to provide LEP persons with language assistance services as required by the Knox Keene Act, then Agent shall refer all such persons to the SHP sales department.

7.7 Agent agrees to attend and complete training for SHP's health care coverage products as dictated by SHP or required by DMHC. Failure to meet requirements as set forth by SHP may result in termination of this agreement. Agent represents and warrants that Agent shall only undertake to provide services hereunder if Agent has sufficient knowledge of SHP's organization, procedures, plan contracts, and the provisions of the California Knox-Keene Act, Insurance Code, and applicable rules thereunder to do so lawfully.

7.8 Agent shall not hold himself or herself out as representing, constituting, or otherwise providing services on behalf of the California Health Benefit Exchange ("Exchange") unless he or she has a valid agreement with the Exchange to engage in those activities.

7.9 All SHP contracted Agents are responsible for preventing, detecting and reporting suspected fraud, waste and abuse. If a contracted Agent detects any suspicious activity, he or she is required to notify the SHP Compliance Officer. The person reporting fraud may make himself/herself known by reporting the suspected fraud in person, or may report the suspected fraud anonymously via voicemail to the toll free hot-line or by U.S. Mail. All SHP contracted Agents shall immediately notify the SHP Compliance Officer of any customer complaint or if they are served with any paper or has knowledge of any legal or administrative action, investigation or proceeding against SHP.

8. <u>Commissions.</u>

8.1 Commissions, net of any charges such as for advances, return commissions or debts due SHP, shown on the monthly accounting, shall be paid as set forth in Exhibit A. Such commissions shall constitute full compensation for services performed under this Agreement. SHP may revise Exhibit A as deemed necessary with 45 days notice. All new and renewal commissions will be paid in accordance with the commission schedule in effect at the time the commission is due.

8.2 Commission payments will be made on new and renewal business in accordance with Exhibit A. New business is defined as an account which has not purchased a health care service plan from SHP, during the six (6) months prior to the effective date of the new health care service plan. All business that is not new business is renewal business.

8.3 Commissions will be paid monthly, but commissions will only be paid on premium payments or charges actually received and applied by SHP in the prior month. The SHP policies, procedures and commission schedules in effect at the time a commission payment is due shall apply. To receive commission payment pursuant to this Agreement, the Agent must hold a valid insurance license in the state of California during the entire term of this Agreement.

8.4 Should SHP, in its sole discretion, for any reason refund or credit to the customer any premium, the Agent will promptly, on demand, refund to SHP all compensation paid to the Agent for such premium. Compensation adjustments shall be made on decreases in premium for which first year compensation has previously been paid. The Agent grants a paramount and prior lien upon its account and upon any compensation due hereunder to secure the repayment of any net negative amount of the Agent's account or any other amounts owed by the Agent to SHP under this Agreement. SHP is authorized, at any time either before or after the termination of this Agreement, to deduct from any compensation due from SHP to the Agent the

entire amount of any funds owed by the Agent to SHP. Any compensation paid to the Agent for premiums later refunded or credited to the customer, or any overpayment of compensation shall be a debt due SHP from the Agent.

8.5 Agent shall be responsible for all taxes on compensation earned under this Agreement. Agent shall be responsible for providing all insurance or other coverages that it is required by law to provide for itself, or for any of its employees or contractors.

9. Lapsed Plan.

If any health care coverage contract lapses for a period exceeding three (3) months and is not subsequently reinstated, there shall be no further obligation upon SHP to pay commissions hereunder for such health care coverage contract unless said program is reinstated through the direct efforts of the Agent, as determined by SHP.

10. Gifts or Payment to Third Parties.

Agent shall not offer to pay or otherwise distribute any bonus or gratuity to potential subscribers or group customers for the purpose of inducing enrollment or to existing subscribers or group customers for the purpose of inducing the continuation of enrollment.

11. Records and Audit.

Agent must maintain adequate records, books, and papers in accordance with applicable law and standards within the health care insurance industry. SHP may audit Agent's records. Agent agrees to permit SHP to inspect and audit all information and records related to services Agent performs for SHP under this Agreement. SHP must give Agent 15 business days' notice and conduct the inspection and audit during regular business hours. In addition, all records, books and papers of Agent shall be open to inspection during normal business hours by the director of DMHC. To the extent feasible, all records, books, and papers shall be furnished in a format that is digitally searchable. Without limitation of the foregoing, Agent shall maintain, for a period of not less than five (5) years (or longer as may be required by applicable law, the books of account and other records related to the services performed by Agent hereunder. All such records, books, and papers of Agent shall be located in California. The most recent two (2) years of all such records shall be maintained by Agent in an easily accessible place at the offices of Agent. After such records, books, and papers have been preserved for two (2) years by Agent, they may be warehoused or stored, or microfilmed, subject to their availability to SHP and/or the Director of DMHC within not more than five (5) days after request therefore. For purposes of this section, "records, books, and papers" includes records, books, and papers that are possessed in any medium, including electronic media.

12. Advertisements and Collateral.

Agent acknowledges that any and all advertisements to be used in the marketing of SHP health care coverage products shall not be used without the express prior written consent of SHP. In the event that Agent intends to use any advertisement in the marketing of SHP health care coverage products in any medium (including without limitation print, audio or audio/visual), Agent shall provide complete copy of the proposed advertisement to SHP for review a minimum of ninety (90) days prior to the proposed use of such advertisement. Notwithstanding the foregoing, failure of SHP to approve any proposed advertisement within such ninety (90) day review period, shall not be deemed consent by SHP to the use of such advertisement. Any advertisement that SHP provides to Agent, or with respect to which SHP consents in writing to use by Agent, shall only be used by Agent only in the unaltered form and format in which such advertisement was approved for use. Agent shall not alter, modify, waive or change any of the terms, rates or conditions of any advertisements or other promotional collateral, receipts, policies or contracts of SHP in any respect.

13. Assignment and Delegation.

Neither party may, directly or indirectly, in whole or in part, either by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other party's written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable.

14. Indemnification.

14.1 Each party (the "Indemnifying Party") shall be solely financially responsible for, and shall defend, indemnify and hold harmless the other party, its affiliates and their respective owners, subsidiaries, directors, officers, employees, representatives, authorized agents, successors, successors-in-interest and assigns (collectively, the "Indemnified Party") from and against any and all Liabilities made by a third party (including reasonable attorney's fees) against an Indemnified Party arising or resulting from, or to the extent attributable to, any of the following: (i) any breach or material inaccuracy in the certifications, representations or warranties furnished by the Indemnifying Party in this Agreement; (ii) any material failure or inability of the Indemnifying Party (or of its personnel or contractors, agents, representatives, affiliates or subcontractors, but not including Agent with respect to SHP) to perform or abide by any of the covenants, certifications, obligations, duties or responsibilities imposed upon the Indemnifying Party under this Agreement; (iii) any negligence

or willful misconduct (including fraud) of the Indemnifying Party or its personnel or contractors occurring during or in connection with this Agreement or applicable laws and regulations; (iv) the violation by the Indemnifying Party of any laws, regulations or licensure requirements applicable to its business or its performance under this Agreement. The Indemnifying Party agrees to promptly pay and fully satisfy any and all Losses, Judgments or Expenses incurred or sustained by the Indemnified Party as a result of any Liabilities of the types described in the foregoing clauses of this Section 14.1. In no event shall either party be liable in indemnification hereunder to the extent that such indemnification obligation results from the negligence of the Indemnified Party (including its personnel and subcontractors), or performance or nonperformance of the Indemnified Party's obligations under this Agreement, or the actions or omissions of the Indemnified Party's personnel or contractors in connection with the Indemnified Party's performance of this Agreement.

14.2 Procedure for Handling Third Party Liabilities. Each party shall provide prompt written notice to the other party upon learning of any occurrence or event that may result in an obligation of the other party under Section 14.1, provided that the omission by a party to give notice of a claim as provided in this Section 14.2 shall not relieve the other party of its obligations under Section 14.1 except to the extent that (i) the omission results in a failure of actual notice to the other party and (ii) the other party suffers damages as a result of the failure to give notice of the claim.

14.3 Definitions. For purposes of this Section 14, the following terms shall have the following meanings:

14.3.1 "Liabilities" shall mean and refer to any and all claims, legal or equitable causes of action, suits, litigation, proceedings (including a regulatory or administrative proceedings), grievances, complaints, demands, charges, investigations, audits, arbitrations, mediation or other process for settling disputes or disagreements, including, without limitation, any of the foregoing processes or procedures in which injunctive or equitable relief is sought (collectively, "Liabilities").

14.3.2 "Expenses" shall mean and refer to any and all costs, expenses and fees, including costs of settlement, attorneys' fees, accounting fees, and expert costs and fees incurred in connection with Liabilities which are the subject of indemnification or reimbursement under this Agreement or Losses or Judgments arising from such Claims.

14.3.3 "Judgments" shall mean and refer to any judgments, writs, orders, injunctions or other orders for equitable relief, awards or decrees of or by any court, judge, justice or magistrate, including any bankruptcy court or judge and any order of or by any Governmental Authority.

14.3.4 "Losses" shall mean and refer to any losses, damages of any kind or nature, assessments, fines, penalties, deficiencies, interest, payments, expenses, costs, debts, obligations, liabilities, liens or Judgments which are sustained, incurred or accrued.

15. Assets.

Agent represents and warrants that Agent shall all times during the Term maintain a tangible net worth at least equal to twenty (20) percent of Agent's aggregate indebtedness or $10,000, whichever is greater, and shall maintain liquid net assets of at least $5,000 in excess of Agent's current liabilities.

16. Insurance.

16.1 Errors and Omissions. Agent represents and warrants that Agent shall maintain, in good standing, errors and omissions insurance coverage with a specific limit of liability of at least one million dollars ($1,000,000) and an aggregate limit of liability of at least one million dollars ($1,000,000) during the entire term of this Agreement. The Agent is further required to provide SHP, at its request, with a copy of such errors and omissions insurance policy. The Agent must notify SHP if the errors and omissions coverage is terminated, canceled or lapsed.

16.2 Other Insurance. Agent represents and warrants that Agent shall maintain, in good standing, all other insurance, including but not limited to commercial liability and worker's compensation insurance as required by State or Federal Requirements.

17. Termination without Cause.

17.1 Either party to this Agreement on sixty (60) days' written notice to the other may terminate this Agreement by mail to the last known address.

17.2 If this Agreement is terminated by either party without cause, Agent, or Agent's estate, if applicable, shall continue to receive compensation on eligible premium as if the terms of Section 8, above, remained in-force during the first 12 months this Agreement is in-force.

18. Termination for Cause.

18.1 Without restricting the right of SHP to terminate the Agreement on sixty (60) days' written notice, SHP may immediately terminate this Agreement for cause upon written notice to the Agent, at its last known address, for the following reasons:

18.2 If Agent breaches a term of this Agreement, SHP may terminate this Agreement immediately by notifying Agent in writing of the effective date of termination. The effective date of termination pursuant to this Section may be the date of the breach, or any later date that SHP specifies in the notice of termination;

18.3 If Agent does not have, or fails to maintain, a license required to perform services or receive compensation under this Agreement (including if Agent's license is revoked by a licensing or regulatory agency). It shall be considered a material breach of this Agreement by Agent and this Agreement shall be terminated effective as of the date that Agent first lost, or failed to maintain, the license without regard to when SHP learns of the loss of, or failure to maintain, the license or when SHP notifies Agent that this Agreement has been terminated. SHP may recover any compensation paid to Agent after Agent loses or fails to maintain any such license;

18.4 If Agent fails to comply with the policies and procedures of SHP or the laws of any regulatory authority having jurisdiction over the parties;

18.5 If a licensing or regulatory agency subjects Agent to any disciplinary sanction (for example, a reprimand or temporary suspension of Agent's license), SHP may terminate the Agreement by providing written notice to Agent effective upon receipt of the notice, or any later date that SHP specifies in the notice. No compensation will be payable to Agent for services rendered during any period in which Agent's license is temporarily suspended. SHP may recover any compensation paid to Agent during any period in which Agent's license is temporarily suspended;

18.6 Upon Agent's dissolution, receivership, insolvency or bankruptcy;

18.7 Upon disclosure by Agent of the compensation schedule to any outside parties, unless otherwise required to do so, by law;

18.8 Failure of Agent to maintain insurance requirements as set forth in Section 16 of this Agreement; and

18.9 If Agent engages in, or knowingly assists another to commit, fraudulent or dishonest activity in connection with the solicitation, enrollment or renewal of any customer, whether a customer of SHP or not, this Agreement shall terminate effective as of the date on which Agent engaged in or assisted with such activity without regard to when SHP learns of the fraudulent or dishonest activity or when SHP notifies Agent that this Agreement has been terminated. SHP may recover any compensation paid to Agent after Agent engaged in, or knowingly assisted another to commit, the fraudulent or dishonest act without regard to when Agent actually earned such compensation.

Unless specifically stated otherwise, if Agent is terminated for cause, no compensation will be due the Agent subsequent to the effective date of termination.

19. Waiver.

Failure of SHP to enforce compliance with the terms and conditions of this Agreement shall not be construed as a waiver of the right to exercise the same at any time.

20. Ownership of Proprietary Rights.

Agent agrees that SHP shall be the owner of all proprietary rights in and to any documentation, records, text and other works of authorship, data, databases, information, know-how, conceptions, discoveries, inventions, designs, symbols, names, procedures, methods, processes, improvements, products, prototypes, samples, trade secrets and other property and materials, tangible or intangible, whether or not patentable or registrable under copyright, patent or similar laws, within the foregoing: (i) furnished to Agent, or to which Agent is given access by SHP in connection with the performance of this Agreement; and/or (ii) conceived, reduced to practice, or otherwise created, authored, developed or generated in connection with performance of this Agreement by Agent either solely or jointly with SHP (collectively, the "Intellectual Property"). Agent shall not have any interest in such Intellectual Property. Accordingly, Agent hereby assigns to SHP all of Agent's right, title and interest in and to the Intellectual Property. Agent further acknowledges its obligation to assist SHP or its designee, at SHP's (or designee's) expense, in every proper way to secure SHP's, or its designee's, rights in the Intellectual Property and any copyrights, patents, trademarks, moral rights or other intellectual property rights relating thereto. This obligation includes maintaining and preserving accurate and complete records of all pertinent information and data with respect thereto ("Records"), disclosing to

SHP or its designee all Intellectual Property and Records, and executing all applications, specifications, oaths, assignments, recordations and instruments necessary to obtain, maintain and transfer such rights to SHP or its designee (or, if not transferable, to waive such rights). The parties further agree that nothing in this paragraph or in this Agreement shall limit SHP sole and exclusive intellectual property rights in and to its own data provided to Agent during the course of this Agreement.

21. Confidentiality.

21.1 Each party shall hold the following "Confidential Information" in strict confidence and not disclose the same to any other person or entity except as provided herein: each other's proprietary and confidential records and information, including but not limited to all information, pricing and terms relating to or contained in this Agreement; the content of all negotiations

and other discussions regarding contract terms, conditions and pricing; all service and product data, trade secrets, financial data, pricing, business plans and any other information or technology received from the other party in implementing this Agreement; the confidential information of vendors and other third parties disclosed to the receiving party as part of the provision of Services under this Agreement; all personally identifiable information of a party's employees, agents, patients and customers; and all information derived from the foregoing.

21.2 Notwithstanding the above:

21.2.1 A party may disclose Confidential Information as required by law, provided that such disclosing party provides reasonable prior notice to the other party to enable such other party to attempt to prevent or limit the disclosure and the disclosing party assists the other party upon request in seeking relief from or limiting the disclosure.

21.2.2 SHP may disclose contract terms, conditions and pricing terms, as well as other Confidential Information, including vendor and other third party confidential information, to those parties and/or consultants not already mentioned above that SHP has or will contract with or retain in the course of managing its business, provided those parties/consultants agree in writing that they shall not use or divulge such Confidential Information to any third party except as necessary for the discharge of their obligations to SHP or as required by law.

21.2.3 SHP may disclose contract terms, conditions and pricing terms, as well as other Confidential Information to state and federal agencies, including but not limited to the DMHC, that have regulatory authority for licensing and compliance oversight of SHP operations.

21.2.4 A party may disclose Confidential Information with the prior written consent of the other party.

22. Notice.

Unless otherwise set forth explicitly herein, any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via nationally recognized overnight delivery service, or via Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

If to SHP: Sutter Health Plan
Attn: Chief Growth Officer
2200 River Plaza Dr.
Sacramento, CA 95833

If to Agent: Agent Name: _____
Contact Name: _____
Address: _____
City: _____ State: _____ ZIP: _____
Email: _____
Phone: _____

23. Severability.

In the event that any term or condition of this Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, such term or condition shall be severed from this Agreement and the remaining terms and conditions shall be given their full force and effect.

24. Governing Law.

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California.

25. Mandatory Binding Arbitration.

25.1 Any controversy, dispute or claim arising out of the interpretation, performance or breach of this Agreement shall be resolved by binding arbitration at the request of either party, in accordance with the Commercial Rules of the American Arbitration Association. Such arbitration shall occur in the County of Sacramento, California, unless the parties mutually agree to have such proceeding in some other locale. The arbitrators shall apply California substantive law and federal substantive law where state law is preempted. The provisions of California law concerning the right to discovery and the use of depositions in arbitration are incorporated herein by reference and made applicable to this Agreement. Under no circumstance do the arbitrators have the right to impose punitive damages.

25.2 Agent shall not initiate litigation in any dispute between Agent and any applicant or subscriber, without the prior written consent of SHP.

26. Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA).

As an entity contracted with SHP to market health care coverage products, Agent is designated as a business associate of SHP and agrees to comply with the following privacy provisions: Use of Protected Health Information. Agent shall not use or disclose Protected Health Information (as defined more specifically at 45 C.F.R. § 160.103) for any purpose other than (i) the purposes contemplated by the Agreement (ii) as required or allowed under the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder at 45 C.F.R. Parts 160 through 164 (collectively, "HIPAA"); or (iii) as otherwise required by law. In no event may Agent use or disclose Protected Health Information in a manner that violates or would violate HIPAA if such activity were engaged in by SHP. Agent further agrees to execute the SHP standard Business Associate Agreement as part of SHP's Agent orientation certification and training procedures, which shall be completed before Agent engages in any marketing, solicitation or sales activities on behalf of SHP.

27. Entire Agreement.

This Agreement, including the Recitals and Exhibits, which are specifically incorporated herein, constitutes the entire agreement between the parties. This Agreement may be modified only in writing signed and dated by each party's management level representative who has actual signature authority to legally bind the party on whose behalf the signature is made.

By their signatures below, each of the following represent that they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, The parties have accepted and agreed to this Agreement as of the Effective Date executed by SHP.

Agent

Signature

Agent Name

Date

License #

Expires on

Sutter Health Plan

Peter D. Bergamo
Chief Growth Officer

Exhibit A

Compensation Schedule for Agents Receiving Commission Compensation

The compensation for sales of these SHP health care coverage products will be effective January 1, 2026 and commission to Agent will be paid after this date as follows:

Agent Commission	
Healthcare Coverage Product	**New and Renewing Business**
Individual	**$20 Per Member Per Month**
Small Group (1–50)	**5% of Paid Monthly Premium**
Small Group (51–100)	**5% of Paid Monthly Premium**
Large Group (101+)	**To be negotiated based on Paid Monthly Premium**

Calculation of Commission Payments

1. No compensation shall be payable to Agent with respect to: (i) for group business, any subscriber that does not live, physically work or reside in the SHP service area (as described in Section 6.2), or (ii) for individual business, any individual that does not live or reside in the SHP service area (each as reasonably determined by SHP). In no event shall compensation be paid hereunder with respect to any business that does not conform to SHP's underwriting guidelines.
2. "Per Member Per Month" means: The monthly commission payment is based on each enrolled member whose premium has been received by the Health Plan for the applicable month.
3. "Paid Monthly Premium" means: Premium paid on billed amount based on individual or group coverage. Commission calculation based on the amount remitted by the individual, or the group on behalf of its subscribers.

Timing of Commission Payments

1. Commissions will be paid to Agent on a monthly basis, postmarked within 10 business days following the end of the month for which the individual (IFP) or group coverage is effective and for which premium has been received.
2. Commission rates will be paid to Agent as long as the IFP or group coverage remains in force.

Incentives

SHP, in its sole discretion, may offer incentives from time to time. Such incentives, when offered, will be subject to all terms and conditions of this Agreement. Notwithstanding the foregoing, incentives will be subject to the specific payment terms and conditions set forth in the applicable incentive arrangement.

Business Associate Agreement

Sutter Health

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "**Agreement**") is by and between **Sutter Health**, a California nonprofit public benefit corporation ("**Sutter Health**"), on behalf of itself, its Affiliates and the Sutter Health Affiliated Covered Entity (as defined below), as such may be amended from time to time (collectively, "**Sutter**"), and _____ ("**Business Associate**") (each a "**Party**" and collectively, the "**Parties**"), and is effective as of _____ (the "**Effective Date**").

RECITALS

A. For purposes of the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended, Sutter Health designated itself and certain of its Affiliates that are covered entities (as defined at 45 C.F.R. § 160.103) as an Affiliated Covered Entity, in accordance with 45 C.F.R. § 164.105(b) (the "Sutter Health Affiliated Covered Entity").

B. Sutter and Business Associate have entered into current arrangements or may enter into future arrangements (collectively, "Underlying Service Agreements") in which Business Associate provides services to, or performs functions on behalf of, Sutter which involve the Use or Disclosure of, or Business Associate creating, receiving, maintaining, or transmitting, Protected Health Information on behalf of Sutter, consistent with the definition of "business associate" at 45 C.F.R. § 160.103.

C. The Parties desire to comply with federal and state laws regarding the collection, Use, Disclosure, and safeguarding, including ensuring the confidentiality, integrity, and availability, of individually identifiable health information and personal information, in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and implementing regulations (collectively, "HIPAA").

AGREEMENT

Now, therefore, in consideration of the promises set forth herein and in the Underlying Service Agreements, the delivery and sufficiency of which is acknowledged, the Parties agree as follows:

1. Definitions. The Parties agree that any capitalized terms shall have the same definition as given to them under HIPAA, unless specified otherwise herein.

   a. Affiliate: For purposes of this Agreement, a legal entity is an "Affiliate" of Sutter Health if it directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Sutter Health.

   b. Protected Health Information: Protected Health Information shall have the same meaning as "protected health information" at 45 C.F.R. § 160.103 that is disclosed to Business Associate by Sutter or created, received, maintained, or transmitted by Business Associate, or any Subcontractor, on behalf of Sutter, and shall also include "medical information" as defined at Cal. Civil Code § 56.05. Collectively, this information is referred to herein as PHI.

2. Obligations of Business Associate. Business Associate agrees that it shall keep confidential and safeguard all information protected under federal or state laws, including but not limited to PHI. Business Associate shall perform all obligations under this Agreement in strict compliance with HIPAA, California law, and all other applicable laws. Business Associate shall be solely responsible for complying with HIPAA and all other applicable laws.

   a. Safeguards: Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, including implementing applicable administrative, technical, and physical safeguards and other applicable requirements, to ensure the Confidentiality, Integrity, and Availability of all electronic PHI and to prevent any Use or Disclosure of electronic PHI other than as provided for by this Agreement.

b. Policies and Procedures; Training: Business Associate shall maintain and strictly adhere to policies and procedures as required under HIPAA and as necessary to protect the Confidentiality, Integrity and Availability of PHI and to prevent unauthorized Use or Disclosure of PHI. Business Associate shall ensure all Workforce members receive initial and periodic training on its privacy and information security policies and procedures.

c. Reporting: Business Associate shall report to Sutter any Use or Disclosure of PHI not provided for by this Agreement of which it becomes aware, including but not limited to Breaches of Unsecured PHI as required at 45 C.F.R. § 164.410, and any Security Incident within forty-eight (48) hours of discovery. Provided, however, that this Agreement shall serve as Business Associate's notice to Sutter for unsuccessful attempts at unauthorized Access, Use, Disclosure, modification, or destruction of PHI or unsuccessful attempts at interference with system operations in an information system, such as "pings" on a firewall.

   i. Reports shall include, to the extent possible: a description of what happened, including the date of the Discovery and date of the Breach, Use or Disclosure not permitted by this Agreement, or Security Incident; the types of PHI that were involved; the number of Individuals potentially impacted; any steps Individuals should take to protect themselves from potential harm; and what Business Associate is doing to investigate, mitigate, and protect against further unauthorized Use or Disclosure of PHI. Business Associate shall immediately supplement this report to Sutter if any information originally reported changes or if Business Associate learns of any additional information outlined above, including but not limited to a full list of names and addresses, or other contact information, for affected Individuals, to the extent that Business Associate maintains such information.

   ii. Business Associate shall cooperate with Sutter's reasonable requests for updates and additional information during the course of Business Associate or Sutter's investigation into a potential Use or Disclosure of PHI not permitted by this Agreement.

   iii. Reports required under section shall be made by phone and in writing, by certified mail or email, to the Sutter Health Chief Privacy and Information Security Officer, with supplemental reports made by email or as the Sutter Health Chief Privacy and Information Security Officer may otherwise direct:

Sutter Health, Chief Privacy Officer
2200 River Plaza Dr., 3rd Floor
Sacramento, CA 95833
Ph: (855) 771-4220
SHPI@sutterhealth.org

   iv. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Security Incident, or Use or Disclosure of PHI in violation of this Agreement.

d. Subcontractors: Business Associate shall ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate through this Agreement.

e. Transmission/Access Outside of the U.S.: Business Associate shall not store, access, Use or Disclose PHI, nor allow a Subcontractor to store, access, Use or Disclose PHI, outside of the United States of America without the express written consent of Sutter.

f. Access to PHI: Upon request by Sutter, Business Associate shall promptly provide PHI to Sutter within five (5) calendar days to permit any Individual whose PHI is maintained by or on behalf of Business Associate to have access to and to copy his/her PHI in accordance with 45 C.F.R. § 164.524, and applicable state law, including but not limited to California law. Such PHI shall be produced in the format requested by Sutter. If an Individual contacts Business Associate directly for such access, Business Associate shall direct the Individual to contact Sutter.

g. Amendment of PHI: Upon the request of Sutter, Business Associate shall amend PHI and/or make PHI available to Sutter within five (5) business days for amendment, and incorporate any amendments as instructed by Sutter as necessary to allow Sutter to comply with 45 C.F.R. § 164.526 and applicable state law, including California law. If an Individual contacts Business Associate directly to amend PHI, Business Associate shall direct the Individual to contact Sutter.

h. Accounting of Disclosures of PHI: Business Associate, and any Subcontractor acting on its behalf, must account for all Disclosures of PHI for which a Covered Entity must account for to comply with 45 C.F.R. § 164.528, as may be amended. Upon the request of Sutter, Business Associate shall provide to Sutter within five (5) business days an accounting of all Disclosures of PHI consistent with 45 C.F.R. § 164.528(b) in order for Sutter to comply with its legal obligations. If an Individual contacts Business Associate directly for such an accounting, Business Associate shall direct the Individual to contact Sutter.

i. Minimum Necessary: Business Associate and its Subcontractors shall request from Sutter and Use and Disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, Use, or Disclosure in accordance with 45 C.F.R. §§ 164.502(b) and 164.514(d).

j. Prohibition on Sale of PHI: Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI. Business Associate shall not obtain an authorization for the sale of PHI except as expressly permitted in writing from the Sutter Health Chief Privacy and Information Security Officer, and in accordance with the authorization requirements at 45 C.F.R. § 164.508 and Cal. Civ. Code 56.11.

k. Audits, Investigations, Inspections: As it relates to the Use and Disclosure of PHI received from, or created or received by, Business Associate on behalf of Sutter, Business Associate shall make its written agreements, internal practices, books, documents, and records to the Secretary of HHS ("Secretary"), and/or Sutter upon reasonable request.

l. Performance of Covered Entity Obligations: To the extent that Business Associate performs any of Sutter's obligations under HIPAA, Business Associate shall comply with the requirements that apply to a Covered Entity in the performance of such obligations.

m. Indemnification: Notwithstanding any limitation on damages or liability or any indemnification obligations contained in the Underlying Service Agreements between the Parties, each Party agrees to indemnify and defend, and hold harmless the other Party, its affiliates, and any of its or their officers, directors, attorneys, agents or employees, from all claims, costs, settlement fees, attorneys' fees, losses, damages, liabilities and penalties arising from or connected with the breach by the indemnifying Party or any of its officers, directors, agents, Subcontractors or employees, of its obligations under this Agreement.

n. Insurance: Business Associate agrees to purchase and maintain throughout the Term of this Agreement, Technology Errors & Omissions Insurance with minimum limits of $2,000,000 per claim, $2,000,000 aggregate. Business Associate also agrees to purchase and maintain throughout the term of this Agreement, Privacy & Security liability insurance (or its equivalent "cyber/network security" insurance) covering liabilities resulting or arising from acts, errors, or omissions, in connection with the services provided or permitted under this Agreement which are associated with any unlawful or unauthorized access to, or acquisition, Use or Disclosure of PHI, including any Use or Disclosure not permitted by this Agreement, and any Breach, loss or compromise of any PHI. Such insurance shall provide coverage with minimum limits of $5,000,000.00 per claim. Costs and damages to be covered by this insurance policy shall include without limitation: (a) costs to notify individuals, including but not limited to establishing a call center or similar process; (b) costs to provide credit monitoring and credit restoration services to individuals; (c) costs and damages associated with third party claims including restoration expenses, revenue loss, civil penalties, litigation costs and settlement costs; and (d) any investigation and enforcement costs, including but not limited to any forensic investigation costs. The policy must be kept in force during the life of this Agreement and for 6 years (either as a policy in force or extended reporting period) after Agreement termination.

o. Legal Process: Unless expressly prohibited by law, Business Associate shall cooperate with Sutter related to government or regulatory investigations, including reasonably anticipated investigations or inquiries. Business Associate shall immediately notify Sutter if Business Associate receives a request or notification from the Secretary or other government agency related to Sutter. In the event that Business Associate is served with legal process (e.g., a subpoena) or request from a government agency (e.g., the Secretary) that potentially could require the Disclosure of PHI, Business Associate shall provide prompt notice of such legal process to Sutter and cooperate with any of Sutter's challenges to such requests or legal process. In addition, Business Associate shall not Disclose the PHI without the express written consent of Sutter unless expressly permitted under this Agreement. Nothing in this Agreement shall be construed as a waiver of any legal privilege or any protections of trade secrets or confidential commercial information.

3. Uses and Disclosures of PHI by Business Associate.

   a. Business Associate shall not, and shall not permit any Subcontractor to, Use or Disclose PHI other than as permitted or required under this Agreement. Without limiting the foregoing, Business Associate shall only Use or Disclose PHI, and permit a Subcontractor to Use or Disclose PHI, as necessary to fulfill the specific terms of, or perform specific functions, activities, or services specified in, the Underlying Service Agreements, or for Business Associate's own proper management and administration, and to fulfill any of Business Associate's legal responsibilities

   b. Business Associate shall not Use or Disclose PHI in any manner that would violate HIPAA if done by a Covered Entity.

   c. Business Associate may not Use or Disclose PHI to create de-identified information, aggregate data, or anonymous or pseudonymous data for Business Associate's own use or purposes or for use with any third party.

4. Obligations of Sutter.

   a. Restrictions: Sutter shall notify Business Associate in writing of any restrictions on the Use or Disclosure of an Individual's PHI that Sutter has agreed to, including restrictions for which Sutter must agree to, that may affect Business Associate's performance of its obligations under this Agreement.

   b. Revocations: Sutter shall notify Business Associate in writing of any changes in, or revocation of, permission by an Individual relating to the Use or Disclosure of PHI, if such changes or revocation may affect Business Associate's performance of obligations under this Agreement. Such notification shall be made to:

      Name _____

      Address _____ City _____ State _____ ZIP _____

5. Termination.

   a. Breach: If Business Associate breaches its obligations under this Agreement, without advance written notice, Sutter may terminate for cause this Agreement and the Underlying Service Agreements to the extent that the Underlying Service Agreements create a Business Associate relationship.

   b. Automatic Termination: This Agreement shall automatically terminate upon the mutual agreement of the Parties.

   c. Survival: Termination of this Agreement for any reason shall not relieve either party of any obligation or liability incurred prior to the termination of this Agreement. The following provisions shall survive termination of this Agreement, in addition to those that by their nature are intended to survive termination. i.e., INDEMNIFICATION, INSURANCE, LEGAL PROCESS, PROCEDURE UPON TERMINATION, and OWNERSHIP OF DATA.

   d. Procedure upon Termination: Within fourteen (14) days of the effective date of termination of this Agreement, Business Associate shall return all PHI that it, or a Subcontractor on its behalf, has created or received, or maintains in any form at no cost to Sutter, and shall retain no copies of PHI, except as provided below. Business Associate shall securely destroy any remaining copies of PHI that it or a Subcontractor on its behalf maintains, in accordance with HHS guidance and NIST Special Publication 800-88 for electronic media. Upon request, Business Associate shall certify to Sutter that Business Associate has destroyed and/or returned all PHI, in accordance with Sutter's request or as set forth above. If return or destruction of PHI is not feasible, Business Associate shall continue to extend the protections of this Agreement to the PHI, and limit further Use of the PHI to those purposes that make the return or destruction of the PHI infeasible.

6. Ownership of PHI. All PHI shall be and remain the property of Sutter.

7. Amendment; Consents; Approvals. The Parties agree to take such action as is necessary to amend this Agreement for Sutter to comply with HIPAA or other applicable law. The Parties agree that this Agreement may only be modified by mutual written amendment, signed by both Parties, effective on the date set forth in the amendment. Unless otherwise specified herein any written consent or approval from Sutter or Sutter Health required under this Agreement shall be provided by the Chief Privacy and Information Security Officer or her/his designee.

8. Independent Contractor. The Parties agree that Business Associate is an independent contractor, and not an employee, agent, or partner of, or joint venturer with, Sutter.

9. Entire Agreement. This Agreement (together with any recitals and exhibits, which are hereby incorporated by this reference) constitutes the entire understanding and agreement between the Parties relating to PHI, and it supersedes any and all prior or contemporaneous agreements, representations and understandings of the Parties, except that any other terms related to security controls or safeguards that are more stringent than those required by this Agreement or not addressed herein, including any attached/incorporated exhibit, shall control.

10. Waiver. Any failure of a Party to insist upon strict compliance with any provision of this Agreement shall not be deemed to be a waiver of such provision. To be effective, a waiver must be in writing, signed and dated by the Parties to this Agreement. No waiver by either Party shall be construed to be a continuing waiver of any provision of this Agreement.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. Any photocopy of this executed Agreement may be used as if it were the original.

12. Governing Law. Notwithstanding any other provision to the contrary, this Agreement shall be governed and construed in accordance with the laws of the State of California.

13. Interpretation. Any ambiguities shall be resolved to permit the Parties to comply with HIPAA and other applicable federal and state law.

14. Effect on Underlying Service Agreements. To the extent the Underlying Service Agreements conflict with or are inconsistent with this Agreement, this Agreement shall control.

15. Execution. By their respective signatures and execution dates, below, each of the following represents that he or she is duly authorized to execute this Agreement and to bind the Party on whose behalf such execution is made.

SUTTER HEALTH

Signature: .....

Name: **Jarrod Pearson**

Title: **Vice President, Chief Privacy Officer and Managing Deputy General Counsel – Federal Regulatory**

Date: .....

BUSINESS ASSOCIATE

Signature: .....

Name: .....

Title: .....

Date: .....

Broker Commission Payment

Sutter Health Plan

Please use this form to specify your preferred method for receiving your broker commission payments. You may choose between direct deposit, also known as Automated Clearing House (ACH), for secure electronic payments, or a paper check.

For questions, cancellations or changes to your payment method, please email **shpserviceteam@sutterhealth.org**.

Please select your commission payment method. Missing information may delay processing. (Please select one)

☐ Paper check (Please complete sections A and C) ☐ Direct deposit (Please complete all sections)

Section A – Applicant Information

Agent/Agency Name

Tax ID (Agency) **/ Social Security Number** (Agent)

Remit Address (P.O. Boxes accepted)

City

State

ZIP

Contact Name (For commission inquiries)

Phone

Email

Section B – Financial Institution Information

Account Type

Checking

Savings

Bank Name

Phone Number

Account Name

Routing Number

Account Number

Please include a voided check or letter provided from your financial institution to confirm the above information.

Section C – Authorization (Form submitted by)

Authorized Signature

Date

Printed Name

Broker Risk Assessment

Sutter Health

Sutter Health is expanding its outreach to insurance brokers who receive and or send Protected Health Information (PHI) to Sutter as part of the risk assessment. The goal is to understand when and where PHI is being shared. To assist us in this effort, please answer the required questions below so we can move forward with the security risk assessment.

If you have questions about this form, please email the Sutter Health Third-Party Risk Management team at **tprahelp@sutterhealth.org**.

1. **Has the vendor experienced any of the following large-scale events that have resulted in a service disruption in the last 5 years? Please select all that apply.**

   - ☐ Natural disaster
   - ☐ Cyber attack
   - ☐ Financial failure
   - ☐ Operational failure
   - ☐ Other
   - ☐ None

2. **Is the vendor subject to any of the following third-party service reports, certifications, or regulations? Please select all that apply and provide the relevant documentation, as applicable. For example, include the System and Organization Controls (SOC) 2 Type II report.**

   - ☐ SOC 2 Type II
   - ☐ SOC 3
   - ☐ International Organization for Standardization (ISO) 27001
   - ☐ Health Information Trust Alliance (HITRUST)
   - ☐ Federal Risk and Authorization Management Program (FedRAMP)
   - ☐ Other
   - ☐ None

3. **Will all data be encrypted at rest when stored on endpoints such as laptops and desktops?**

   ☐ Yes (If yes, please answer Question 3a.) ☐ No ☐ N/A

   3a. Name the encryption algorithm used for data at rest?
   This question is asking for the specific encryption algorithm used to encrypt data at rest.

   Advanced Encryption Standard with 256-bit key (AES-256)

   Other (Please specify): _____

   None

4. **Are all transmissions of sensitive data encrypted when transmitted outside the Sutter Health network during this engagement?**

   ☐ Yes (If yes, please answer Question 4a.) ☐ No ☐ N/A

   4a. Which Transport Layer Security (TLS) version is used for data transmission?

   Version below TLS 1.2 are allowed Restricted to TLS 1.2 or higher

5. **Does the vendor use artificial intelligence (AI) or machine learning (ML) models to enhance functionality, performance or user experience when providing insurance services?**

☐ **Yes (If yes, please answer Questions 5a–5e.)** ☐ **No (If no, please skip to Question 6.)**

5a. Is the AI system trained on Sutter Health data, including PHI, personally identifiable information (PII) or operational data? For example, has the model learned from Sutter Health-specific datasets to improve its outputs?

Yes **No**

5b. Do you have documentation aligned with AI governance frameworks (e.g., NIST AI RMF, ISO/IEC 42001)? This includes policies or processes that address AI risk management, oversight and responsible use.

Yes **No**

5c. Does the system use AI agents or agentic capabilities to perform tasks or make decisions with limited human intervention? For example, the system may independently plan actions, manage subtasks, or adjust its behavior based on inputs or outcomes.

Yes **No**

5d. Does the system use retrieval-augmented generation (RAG) to incorporate information from external sources? For example, the system may retrieve content from internal documents, third-party data sources or knowledge repositories to inform its outputs.

Yes (Please specify the source or sources): _____

No

5e. Where are data access controls enforced within the AI system (e.g., prompt guardrails, RAG endpoints or API connectors)? Please identify the system components or boundaries where access controls are applied.

6. **Where will the Sutter Health data be stored?** Please select all that apply.

☐ **Vendor on-premises: Data is stored within the vendor's physical infrastructure.**

☐ **Vendor-hosted private cloud (e.g., Azure, AWS, Google Cloud): Data is stored in a private, vendor-managed cloud environment with dedicated resources.**

☐ **Vendor-hosted public cloud: Data is stored in a vendor-managed public cloud environment where resources may be shared across customers.**

☐ **Vendor-hosted hybrid cloud: Data is stored in a combination of private and public cloud environments managed by the vendor.**

☐ **Other (Please specify):**

☐ **N/A: No data is transmitted to or stored by the vendor.**

7. **Please provide the URL to your company website.**

_____

Solicitor Firm Agreement

For Solicitor Firms receiving commission compensation

This Solicitor Firm Agreement together with any attachments hereto (the "Agreement") is entered into this _____ day of _____ 20____ ("Effective Date") by and between Sutter Health Alliance, a California non-profit, public benefit organization, doing business as Sutter Health Plan ("SHP"), regulated by the California Department of Managed Health Care, and _____, ("Solicitor Firm").

RECITALS

A. SHP is licensed by the California Department of Managed Health Care (DMHC) as a health care service plan and, pursuant to such licensure, is authorized to offer DMHC-approved health care coverage products within its DMHC- approved service area.

B. Solicitor Firm and its principal persons, employees and subcontracted agents, as applicable, are licensed by the State of California to promote, market, solicit and sell health care coverage products to individual and group subscribers, and to assist subscribers through the coverage application, underwriting and enrollment processes.

C. SHP wishes to contract with Solicitor Firm for the provision of marketing, solicitation and sales services, and Solicitor Firm wishes to provide such services to SHP.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties do hereby agree as follows:

1. Appointment of Solicitor Firm.

SHP appoints Solicitor Firm to market, solicit and sell SHP health care coverage products as specified in this Agreement. This appointment will become effective upon execution of this agreement by both parties, and shall be subject to all of the terms and conditions set forth herein. Solicitor Firm is authorized to contract with appropriately licensed insurance agents ("Agents"), at the Solicitor Firm's expense and without any reimbursement from SHP, to perform services under this Agreement. SHP reserves the right to exclude any such Agent from performing services under this contract as provided in Section 4.1.5 and Section 6.8.

2. Solicitor Firm Authority and Obligations (the "Services")

2.1 Solicitor Firm shall, and shall cause its duly licensed principal persons, employees and Agents to use best efforts to solicit enrollment of prospective groups and individuals (as applicable) under this Agreement and assist such groups and individuals in completing and submitting applications for health care coverage products for sale to eligible groups or individuals. If at any time Solicitor Firm determines that Solicitor Firm is unable to market to a particular prospect and the Solicitor Firm can provide specific and credible reasons for the same, the Solicitor Firm will turn that prospect over to SHP for direct marketing.

2.2 Solicitor Firm shall, and shall cause its principal persons, employees and Agents to comply with all requirements of SHP governing the preparation, submission and processing of health care coverage applications and shall make available to SHP all information, whether favorable or unfavorable, which comes into possession of Solicitor Firm or its principal persons, employees or Agents concerning the underwriting of any risk.

2.3 Solicitor Firm and its principal persons, employees and Agents and its principal persons, employees and Agents will obligate SHP only to the extent authorized by this Agreement. Solicitor Firm shall take all reasonable and appropriate steps to obtain information, as deemed appropriate and pertinent by SHP. Solicitor Firm certifies that it will comply, and assures that its principal persons, employees and Agents will comply, with all the policies and procedures of SHP (including but not limited to SHP's underwriting guidelines) and with applicable federal, state or other laws and regulations governing the sale of SHP's health care coverage product(s) and the Solicitor Firm's conduct concerning the same.

2.4 No monies shall be payable to the Solicitor Firm, as set forth in Exhibit A, unless and until the Solicitor Firm has made a timely and accurate submission of all paperwork, as required by SHP. The submission of all required paperwork must be made at least seven (7) business days prior to the effective date of the new business, renewal business, or change in plan, or at such other time as mutually agreed to by the parties. A complete submission may include, but not be limited to, complete and accurate employer submission documents, licenses, final rates approved by the group, including a binder check in the amount of the first month's premium, fully completed enrollment forms and medical questionnaires, and any other information reasonably requested by SHP.

2.5 Notifications.

2.5.1 Solicitor Firm shall immediately notify SHP of receipt of any customer complaint or if it (or any of its principal persons, employees or Agents) is served with any paper or has knowledge of any legal or administrative action, investigation or proceeding against SHP.

2.5.2 Solicitor Firm shall immediately notify SHP regarding commencement of any disciplinary proceedings against Solicitor Firm or against any of its principal persons or employees including, but not limited to relating to any license issued to any such person by the California Insurance Commissioner.

2.6 Solicitor Firm is authorized to market SHP health care coverage products to eligible purchasers as specified in the SHP product listing, as updated from time to time by SHP on written notice to Solicitor Firm, without need for an amendment to this Agreement. For purposes of this Section, written notice by SHP shall include SHP's updating of its product listing available to Solicitor Firm at SHP website **sutterhealthplan.org**, without the necessity of additional notice under Section 22. Solicitor Firm shall affirmatively check the SHP website to confirm Solicitor Firm is aware of any changes to the SHP product listing, and shall rely on the most recent update to such website in performing Services hereunder.

2.7 Solicitor Firm shall supervise all Solicitor Firm principal persons, employees and Agents providing Services hereunder, and shall ensure that all such Services are provided by duly licensed individuals in compliance with all the terms and conditions of this Agreement.

2.8 Solicitor Firm shall assure that all contracts with Agents shall be in writing and shall conform to the terms and conditions of this Agreement, and specifically, shall bind such Agent to the terms, conditions, standards and performance requirements set forth in this Agreement, including Agent licensing, regulatory compliance, reporting, audit and corrective action requirements, and authorizing access by Solicitor Firm, SHP and the DMHC to the records, books, and papers of the Agent regarding services performed pursuant to this Agreement. Prior to execution of this Agreement, Solicitor Firm shall provide SHP with a copy of its standard form of Agent agreement, and any variations thereto.

3. Limitations to Solicitor Firm Authority.

3.1 The Solicitor Firm and its Agents are not authorized and are expressly forbidden to incur any indebtedness or liability, or to make, alter, or discharge contracts, or to waive forfeitures, name extra rates, extend the time of payment of any premium, or guarantee any actions on behalf of SHP. The Solicitor Firm and its Agents are further prohibited from obligating SHP without first obtaining written notification that SHP has accepted, conditionally or unconditionally, the submitted risk. Without limiting the foregoing, the Solicitor Firm specifically is not authorized to make, alter or waive any of the terms, rates or conditions of any of SHP's forms, policies, contracts or advertising materials, to quote rates not approved by SHP, to extend the time of payment of any premium, to extend credit to customers, or to adjust or settle claims.

3.2 Furthermore, the Solicitor Firm and its Agents are also not authorized and are expressly forbidden, unless otherwise agreed in writing, to collect any money due or to become due SHP, except the initial first premium collected by or through the Solicitor Firm or an Agent, obtained during policy delivery, or during the collection of receipts sent to the Solicitor Firm by SHP, (and Solicitor Firm and its Agents are not authorized to deduct compensation, commissions, services fees, or allowances from Plan Funds, as defined below, that Solicitor Firm or Agent collects). Solicitor Firm and its Agents shall not waive premium or extend the time for payment of premium. Any money due or to become due SHP from customers as premiums or otherwise are funds of SHP ("Plan Funds").

3.2.1 Solicitor Firm and its Agents shall inform all applicants providing payments for SHP health care coverage products that all payments are to be made directly to SHP with the exception of the initial payment submitted with the coverage application, which shall be in the form of a check payable to SHP or any alternative form of payment agreeable to SHP and consistent with DMHC requirements.

3.2.2 All Plan Funds collected by Solicitor Firm and its Agents for SHP shall at all times be segregated from the assets of the Solicitor Firm and the Agents, and shall be promptly, and in any event no later than the business day following receipt by Solicitor Firm and its Agents, deposited to a trust account in a state or federal bank authorized to do business in California and insured by an appropriate federal insuring agency. All funds received by the Solicitor Firm and its Agents for the account of SHP shall be transmitted to SHP, or to a person designated by SHP herein, within two (2) business days after such funds are received by Solicitor Firm and its Agents.

3.3 Solicitor Firm and its Agents are expressly forbidden to pay or allow, or to offer to pay or allow, any rebate of premium in any manner whatsoever, whether directly or indirectly. Solicitor Firm agrees, and shall assure that its Agents agree, not to make any representation as to SHP's coverage and policies except as may be contained in the written materials furnished to Solicitor Firm by SHP, nor make any oral or written alteration, modification or waiver of any of the terms or conditions applicable to that coverage and policy without the express prior written consent of SHP.

3.4 Solicitor Firm and its Agents shall not have underwriting or price-setting authority and shall not bind coverage under the health care coverage product(s) without SHP's express prior written approval.

3.5 In addition, the Solicitor Firm and its Agents are not authorized to use the name, trademarks, or logo of SHP in any way or manner not specifically authorized in writing by SHP.

3.6 The Solicitor Firm and its Agents have no authority to institute legal or administrative proceedings in SHP's name or institute such proceedings in connection with the transaction of SHP's business unless an authorized officer of SHP provides written approval for such actions to the Solicitor Firm or its Agents.

4. Rights Reserved to SHP

4.1 SHP specifically reserves the right, without approval of the Solicitor Firm or its Agents:

4.1.1 To discontinue or withdraw from sale any health care service plan and/or health care coverage product in California;

4.1.2 To modify, change, or amend any certificate, contract or premium rate;

4.1.3 To determine all terms, conditions and limitations of any certificate or contract and modify or change the terms under which any health care coverage product may be sold; and

4.1.4 To modify, institute or delete any SHP procedure; and

4.1.5 To, in its sole discretion, determine that any specified individual Solicitor Firm principal person, employee or Agent will not provide services under this Agreement.

5. Independent Contractor Relationship.

The parties agree that Solicitor Firm and its Agents are independent contractors, and not an employee, agent, or partner of, or joint venture with, SHP or any of its affiliates. Nothing contained in this Agreement shall be construed to create an employer and employee relationship between SHP and the Solicitor Firm or any of Solicitor Firm's principal persons, employees or Agents. Neither Solicitor Firm nor its principal persons, employees and Agents shall not hold themselves out as an employee, partner, joint venture or officer of SHP; nor as an agent of SHP in any other manner, or for any other purpose, except as specifically provided in this Agreement. SHP shall thus not exercise control over the methods by which Solicitor Firm performs its obligations under this Agreement.

6. Territory and Licensure.

6.1 Solicitor Firm is authorized to do business, under the conditions of this Agreement, within the SHP service area, as further described in Section 6.2 of this Agreement. Solicitor Firm represents and warrants that it is licensed to solicit health insurance applications in these territories and that it will maintain licenses, in good standing, during the term of this Agreement, at Solicitor Firm's own expense, and that it will assure that each of its principal persons, employees and Agents will maintain all required licenses, in good standing. This Agreement does not assign exclusive territorial rights to the Solicitor Firm or its Agents.

6.2 Solicitor Firm shall not and shall assure that its Agents shall not market, solicit or sell any SHP health care coverage product outside of the SHP service area approved by the DMHC. SHP may update the SHP service area from time to time to reflect additional DMHC service area approvals by providing written notice to Solicitor Firm without need for an amendment to this Agreement. For purposes of this Section, written notice by SHP shall include SHP's updating of its service area listing available to Solicitor Firm at the SHP website **sutterhealthplan.org**, without the necessity of additional notice under Section 22. Solicitor Firm shall affirmatively check the SHP website to confirm Solicitor Firm is aware of any changes to the SHP service area listing, and shall rely on the most recent update to such website in performing Services hereunder and Solicitor Firm shall communicate updates to its Agents.

6.3 For purposes of this Agreement (including its exhibits), an SHP "health care coverage product" shall mean only a product described in the product listing available to Solicitor Firm in accordance with Section 2.6 of this Agreement.

6.4 Solicitor Firm represents that it is now actively engaged in the insurance business, and that Solicitor Firm and its Agents are familiar with and knowledgeable regarding the regulatory requirements applicable to its business. Solicitor Firm and its Agents shall take no action contrary to any regulatory requirement that might directly or indirectly subject SHP to adverse regulatory action or expense.

6.5 Solicitor Firm shall be responsible for securing and keeping in effect any required licenses as described in Section 6.1 above. This shall include complying with any applicable continuing education requirements.

6.6 Solicitor Firm shall forward copies of all required licenses to SHP prior to appointment.

6.7 Solicitor Firm may not require a resident agent licensed in one state to countersign or process in any manner an application, policy, contract or any other form of insurance on behalf of a nonresident agent or broker not licensed in that state.

6.8 Solicitor Firm certifies that it shall determine that each of its principal persons, employees and Agents providing services pursuant to this Agreement are properly licensed to do so in California. Prior to execution of this agreement Solicitor Firm shall forward to SHP a list of all Agents that Solicitor Firm proposes to authorize to provide services pursuant to this Agreement and, for each, Solicitor Firm will include copies of all required licenses. Following execution of this Agreement, prior to authorizing any new proposed Agents to provide services pursuant to this Agreement, Solicitor Firm shall notify SHP and shall provide copies of applicable licenses. SHP shall notify Solicitor Firm regarding any proposed Agents that shall be excluded from providing services pursuant to this Agreement, and Solicitor Firm shall assure that any such excluded Agents shall be prohibited from providing services pursuant to this Agreement

7. Compliance

7.1 Compliance with Laws. Solicitor Firm shall perform, and Solicitor Firm shall cause its principal persons, employees and Agents to perform, all obligations under this Agreement in strict compliance with all applicable state, federal and local laws, including but not limited to the requirements of the California Knox-Keene Health Care Service Plan Act of 1975 (as amended) the "Knox-Keene Act") and Title 28 California Code of Regulations as applicable to solicitors. Solicitor Firm acknowledges and agrees that SHP has authority to oversee and monitor the Services rendered by Solicitor Firm and its Agents under this Agreement, including without limitation, reporting, auditing, and training, as required to comply with the Knox- Keene Act and Title 28 of the California Code of Regulations.

7.2 Licensing and Appointment Process. Solicitor Firm agrees to participate in SHP's licensing and appointment process, which requires Solicitor Firm to provide the following: a legible copy of the Solicitor Firm's principal's current California Life and Health Agent License, a W9 form, and proof of Errors and Omissions (E&O) insurance coverage.

7.3 Conflict of Interest. Solicitor Firm agrees to comply with its own policies regarding conflicts of interest. Solicitor Firm further acknowledges that SHP maintains and enforces a Conflict of Interest Policy. Solicitor Firm will use reasonable efforts to act in a manner that does not encourage, facilitate or cause the violation of the SHP Conflict of Interest Policy by individuals who are subject to that Policy. Solicitor Firm represents and warrants that Solicitor Firm, as well as any Solicitor Firm personnel involved in the negotiation, implementation and performance of this Agreement have no knowledge of any circumstances constituting a conflict of interest with respect to Solicitor Firm's transaction of business with SHP. Without limiting the foregoing, Solicitor Firm represents and warrants that Solicitor Firm is not bound by any regulatory, contractual or other restriction or negative covenant which in any way would prohibit or otherwise affect Solicitor Firm's engagement hereunder or the performance of any of Solicitor Firm's obligations under this Agreement. Solicitor Firm agrees to notify SHP within thirty (30) days of any such Solicitor Firm personnel learning of any circumstances constituting a conflict of interest hereunder.

7.4 Certification. Solicitor Firm certifies that neither Solicitor Firm nor its principal persons, employees and Agents that are currently named as an excluded entity or individual on the "List of Excluded Individuals/Entities" of the U.S. Department of Health and Human Services Office of the Inspector General ("OIG List"), or listed on the U.S. General Services Administration's List of Parties Excluded from Federal Procurement and Nonprocurement Program, and Solicitor Firm is not aware of any pending or threatened exclusion or debarment action against Solicitor Firm or its principal persons, employees and Agents. Solicitor Firm further certifies that neither Solicitor Firm nor its principal persons, employees and Agents have been: (i) convicted of or pleaded nolo contendere to a crime, or having been held to have committed any act involving dishonesty, fraud or deceit in a judicial or administrative proceeding to which Solicitor Firm was a party, or (ii) named in an Order of the Director of the DMHC pursuant to Section 1386(c) or Section 1388(d) of the Knox-Keene Act. Solicitor Firm agrees to notify SHP immediately following Solicitor Firm learning that: (i) this certification is no longer accurate, and/or (ii) that there are disciplinary proceedings against it or against any of its principal persons, employees or Agents relating to any license issued to any such person by the California Insurance Commissioner, and this Agreement shall terminate without the need for written notice in the event Solicitor Firm or its principal persons, employees and Agents becomes so excluded, debarred, or disciplined during its term.

7.5 Accessibility. Subject to Section 12 of this Agreement (Advertisements and Collateral), Solicitor Firm will provide Services under this Agreement such that the net product of such Services, including, but not limited to: Web-based internet information and applications, information, documentation and support, are usable by a person with a disability in accordance with Title III of the Americans with Disabilities Act, 42 U.S.C. § 12181, et seq., and/or Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701, et seq., and Section 1194.22 (a)– (p) of the Electronic and Information Technology Accessibility Standards, 36 C.F.R. Part 1194 (implementing Rehabilitation Act Section 508 (29 U.S.C. § 794d)).

7.6 Language Assistance. Solicitor Firm shall not and shall assure its Agents shall not engage in any marketing, solicitation, or sales of SHP health care coverage products directed to persons with limited English proficiency(LEP) unless all such activities are conducted in the LEP individual's preferred language, including but not limited to discussions, explanations, responses to questions, and the presentation of vital documents (subject to Section 12 of this Agreement (Advertisements and Collateral), including but not limited to coverage application forms, benefit summary matrices and key provisions of evidences of coverage, as defined by Section 1367.04 of the California Knox-Keene Act and Section 1300.67.04 of Title 28 California Code of Regulations. Specifically, Solicitor Firm and its Agents acknowledge that SHP is subject to the Knox-Keene Act requirements regarding the provision of interpreter services and written translations of vital documents, and Solicitor Firm and its Agents agree that if Solicitor Firm and its Agents are unable to provide LEP persons with language assistance services as required by the Knox-Keene Act, then Solicitor Firm shall and shall assure its Agents shall refer all such persons to the SHP sales department.

7.7 All SHP Solicitor Firms are responsible for preventing, detecting and reporting suspected fraud, waste and abuse. If a contracted Solicitor Firm detects any suspicious activity, The Solicitor Firm is required to notify the SHP Compliance Officer. The person reporting fraud may make himself/herself known by reporting the suspected fraud in person, or may report the suspected fraud anonymously via voicemail to the toll free hotline 800-500-1950 or by U.S. Mail to:

Sutter Health Plan
Attn: Compliance Officer
2200 River Plaza Dr.
Sacramento, CA 95833

All Solicitor Firms shall immediately notify the SHP Compliance Officer of any customer complaint or if they are served with any paper or has knowledge of any legal or administrative action, investigation or proceeding against SHP.

7.8 Solicitor Firm shall not hold out as representing, constituting, or otherwise providing services on behalf of the California Health Benefit Exchange ("Exchange") unless Solicitor Firm has a valid agreement with the Exchange to engage in those activities.

7.9 Training. Solicitor Firm agrees to require all principal persons, employees and Agents who will perform services hereunder to attend and complete, before commencing performance of services, compliance and product training as dictated by SHP or required by DMHC. If the Solicitor Firm provides Fraud, Waste and Abuse and/or other compliance training for its Agents SHP may, in its sole discretion, accept Solicitor Firm's Agent training in lieu of all or part of SHP training requirements. Concurrent with execution of this Agreement, Solicitor Firm shall provide SHP with copies of all Agent compliance training materials. Failure to meet compliance and product training requirements as required by SHP shall constitute cause for termination of this Agreement. Solicitor Firm represents and warrants that Solicitor Firm shall only undertake to provide services hereunder if Solicitor Firm has sufficient knowledge of SHP's organization, procedures, plan contracts, and the provisions of the California Knox-Keene Act, Insurance Code, and applicable rules thereunder to do so lawfully.

8. <u>Commissions.</u>

Sutter Health Plan shall pay compensation to Solicitor Firm as described in this section 8 and in Exhibit A:

8.1 Commissions, net of any charges such as for advances, return commissions or debts due SHP, shown on the monthly accounting, shall be paid as set forth in Exhibit A. Such commissions shall constitute full compensation for services performed under this Agreement. SHP may revise Exhibit A as deemed necessary with 45 days notice. All new and renewal commissions will be paid in accordance with the commission schedule in effect at the time the commission is due.

8.2 Commission payments will be made on new and renewal business in accordance with Exhibit A. New business is defined as an account which has not purchased a health care service plan from SHP, during the six (6) months prior to the effective date of the new health care service plan. All business that is not new business is renewal business.

8.3 Commissions will be paid monthly, but commissions will only be paid on premium payments or charges actually received and applied by SHP in the prior month. The SHP policies, procedures and commission schedules in effect at the time a commission payment is due shall apply. To receive commission payment pursuant to this Agreement, the Solicitor Firm must hold a valid insurance license in the state of California during the entire term of this Agreement.

8.4 Should SHP, in its sole discretion, for any reason refund or credit to the customer any premium, the Solicitor Firm will promptly, on demand, refund to SHP all compensation paid to the Solicitor Firm for such premium. Compensation adjustments shall be made on decreases in premium for which first year compensation has previously been paid. The Solicitor Firm grants a paramount and prior lien upon its account and upon any compensation due hereunder to secure the repayment of any net negative amount of the Solicitor Firm's account or any other amounts owed by the Solicitor Firm to SHP under this Agreement. SHP is authorized, at any time either before or after the termination of this Agreement, to deduct from any compensation due from SHP to the Solicitor Firm the entire amount of any funds owed by the Solicitor

Firm to SHP. Any compensation paid to the Solicitor Firm for premiums later refunded or credited to the customer, or any overpayment of compensation shall be a debt due SHP from the Solicitor Firm.

8.5 Solicitor Firm shall be responsible for all taxes on compensation earned under this Agreement. Solicitor Firm shall be responsible for providing all insurance or other coverages that it is required by law to provide for itself, or for any of its principal persons, employees, or Agents.

8.6 Solicitor Firm shall have sole responsibility to pay commissions and other compensation owed to its Agents for services rendered pursuant to this Agreement. SHP shall have no obligation to pay any commissions or other compensation or reimbursements to Solicitor Firm's Agents.

9. Lapsed Plan.

If any health care coverage contract lapses for a period exceeding three (3) months and is not subsequently reinstated, there shall be no further obligation upon SHP to pay commissions hereunder for such health care coverage contract unless said program is reinstated through the direct efforts of the Solicitor Firm, as determined by SHP.

10. Gifts or Payment to Third Parties.

Neither Solicitor Firm nor its principal persons, employees and Agents shall (directly or indirectly) offer to pay or otherwise distribute any bonus or gratuity to potential subscribers or group customers for the purpose of inducing enrollment or to existing subscribers or group customers for the purpose of inducing the continuation of enrollment.

11. Records and Audit

Solicitor Firm must maintain adequate records, books, and papers in accordance with applicable law and standards within the health care insurance industry. SHP may audit Solicitor Firm's records. Solicitor Firm agrees to permit SHP to inspect and audit all information and records related to services Solicitor Firm performs for SHP under this Agreement. SHP must give Solicitor Firm not less than 7 days advance notice and conduct the inspection and audit during regular business hours. In addition, all records, books, and papers of Solicitor Firm shall be open to inspection during normal business hours by the Director of the DMHC. To the extent feasible, all records, books, and papers shall be furnished in a format that is digitally searchable. Without limitation of the foregoing, Solicitor Firm shall maintain, for a period of not less than five (5) years (or longer as may be required by applicable law, the books of account and other records related to the services performed by Solicitor Firm hereunder. All such records, books, and papers of Solicitor Firm shall be located in California. The most recent two (2) years of all such records shall be maintained by Solicitor Firm in an easily accessible place at the offices of Solicitor Firm. After such records, books, and papers have been preserved for two years by Solicitor Firm, they may be warehoused or stored, or microfilmed, subject to their availability to SHP and/or the Director of the DMHC within not more than five (5) days after request therefore. Solicitor Firm shall assure that all contracts with Agents shall bind the Agents to compliance with the requirements of this Section 11. For purposes of this section, "records, books, and papers" includes records, books, and papers that are possessed in any medium, including electronic media.

12. Advertisements and Collateral.

Solicitor Firm acknowledges that any and all advertisements to be used in the marketing of SHP health care coverage products shall not be used without the express prior written consent of SHP. In the event that Solicitor Firm intends to use any advertisement in the marketing of SHP health care coverage products in any medium (including without limitation print, audio, or audio/visual), Solicitor Firm shall provide complete copy of the proposed advertisement to SHP for review a minimum of ninety (90) days prior to the proposed use of such advertisement. Notwithstanding the foregoing, failure of SHP to approve any proposed advertisement within such ninety (90) day review period, shall not be deemed consent by SHP to the use of such advertisement. Any advertisement that SHP provides to Solicitor Firm, or with respect to which SHP consents in writing to use by Solicitor Firm, shall only be used by Solicitor Firm only in the unaltered form and format in which such advertisement was approved for use. Solicitor Firm shall not alter, modify, waive or change any of the terms, rates or conditions of any advertisements or other promotional collateral, receipts, policies or contracts of SHP in any respect.

13. Assignment and Delegation.

Neither party may, directly or indirectly, in whole or in part, either by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other party's written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable.

14. Indemnification.

14.4 Each party (the "Indemnifying Party") shall be solely financially responsible for, and shall defend, indemnify and hold harmless the other party, its affiliates and their respective owners, subsidiaries, directors, officers, employees, representatives, authorized agents, successors, successors-in-interest and assigns (collectively, the "Indemnified Party") from and against any and all Liabilities made by a third party (including reasonable attorney's fees) against an Indemnified Party arising or resulting from, or to the extent attributable to, any of the following: (i) any breach or material

inaccuracy in the certifications, representations or warranties furnished by the Indemnifying Party in this Agreement; (ii) any material failure or inability of the Indemnifying Party (or of its personnel or contractors, agents, representatives, affiliates or subcontractors, but not including Solicitor Firm or its principal persons, employees or Agents with respect to SHP) to perform or abide by any of the covenants, certifications, obligations, duties or responsibilities imposed upon the Indemnifying Party under this Agreement; (iii) any negligence or willful misconduct (including fraud) of the Indemnifying Party or its personnel or contractors occurring during or in connection with this Agreement or applicable laws and regulations; (iv) the violation by the Indemnifying Party of any laws, regulations, or licensure requirements applicable to its business or its performance under this Agreement. The Indemnifying Party agrees to promptly pay and fully satisfy any and all Losses, Judgments or Expenses incurred or sustained by the Indemnified Party as a result of any Liabilities of the types described in the foregoing clauses of this Section 14.1. In no event shall either party be liable in indemnification hereunder to the extent that such indemnification obligation results from the negligence of the Indemnified Party (including its personnel and subcontractors), or performance or nonperformance of the Indemnified Party's obligations under this Agreement, or the actions or omissions of the Indemnified Party's personnel or contractors in connection with the Indemnified Party's performance of this Agreement.

14.5 Procedure for Handling Third Party Liabilities. Each party shall provide prompt written notice to the other party upon learning of any occurrence or event that may result in an obligation of the other party under Section 14.1, provided that the omission by a party to give notice of a claim as provided in this Section 14.2 shall not relieve the other party of its obligations under Section 14.1 except to the extent that (i) the omission results in a failure of actual notice to the other party and (ii) the other party suffers damages as a result of the failure to give notice of the claim.

14.6 Definitions. For purposes of this Section 14, the following terms shall have the following meanings:

14.6.1 "Liabilities" shall mean and refer to any and all claims, legal or equitable causes of action, suits, litigation, proceedings (including a regulatory or administrative proceedings), grievances, complaints, demands, charges, investigations, audits, arbitrations, mediation or other process for settling disputes or disagreements, including, without limitation, any of the foregoing processes or procedures in which injunctive or equitable relief is sought (collectively, "Liabilities")

14.6.2 "Expenses" shall mean and refer to any and all costs, expenses and fees, including costs of settlement, attorneys' fees, accounting fees, and expert costs and fees incurred in connection with Liabilities which are the subject of indemnification or reimbursement under this Agreement or Losses or Judgments arising from such Claims.

14.6.3 "Judgments" shall mean and refer to any judgments, writs, orders, injunctions or other orders for equitable relief, awards or decrees of or by any court, judge, justice or magistrate, including any bankruptcy court or judge and any order of or by any Governmental Authority.

14.6.4 "Losses" shall mean and refer to any losses, damages of any kind or nature, assessments, fines, penalties, deficiencies, interest, payments, expenses, costs, debts, obligations, liabilities, liens or Judgments which are sustained, incurred or accrued.

15. Assets.

Solicitor Firm represents and warrants that Solicitor Firm shall all times during the Term maintain a tangible net worth at least equal to twenty (20) percent of Solicitor Firm's aggregate indebtedness or $10,000, whichever is greater, and shall maintain liquid net assets of at least $5,000 in excess of Solicitor Firm's current liabilities.

16. Insurance.

16.3 Errors and Omissions. Solicitor Firm represents and warrants that Solicitor Firm shall maintain, in good standing, errors and omissions insurance coverage with a specific limit of liability of at least one million dollars ($1,000,000) and an aggregate limit of liability of at least one million dollars ($1,000,000) during the entire term of this Agreement. The Solicitor Firm is further required to provide SHP, at its request, with a copy of such errors and omissions insurance policy. The Solicitor Firm must notify SHP if the errors and omissions coverage is terminated, canceled, or lapsed.

16.4 Other Insurance. Solicitor Firm represents and warrants that Solicitor Firm shall, and shall require its principal persons, employees and contracted agents to, maintain in good standing all other insurance, including but not limited to commercial liability and worker's compensation insurance as required by State or Federal Requirements.

17. Termination without Cause.

17.3 Either party to this Agreement on sixty (60) days' written notice to the other may terminate this Agreement by mail to the last known address.

17.4 If this Agreement is terminated by either party without cause, Solicitor Firm shall continue to receive compensation on eligible premium as if the terms of Section 8, above, remained in-force during the first 12 months this Agreement is in-force.

18. Termination for Cause.

Without restricting the right of SHP to terminate the Agreement on sixty (60) days' written notice, SHP may immediately terminate this Agreement for cause upon written notice to the Solicitor Firm, at its last known address, for the following reasons:

18.10 If Solicitor Firm breaches a term of this Agreement, SHP may terminate this Agreement immediately by notifying Solicitor Firm in writing of the effective date of termination. The effective date of termination pursuant to this Section may be the date of the breach, or any later date that SHP specifies in the notice of termination;

18.11 If Solicitor Firm does not have, or fails to maintain, a license required to perform services or receive compensation under this Agreement (including if Solicitor Firm's license is revoked by a licensing or regulatory agency). It shall be considered a material breach of this Agreement by Solicitor Firm and this Agreement shall be terminated effective as of the date that Solicitor Firm first lost, or failed to maintain, the license without regard to when SHP learns of the loss of, or failure to maintain, the license or when SHP notifies Solicitor Firm that this Agreement has been terminated. SHP may recover any compensation paid to Solicitor Firm after Solicitor Firm loses or fails to maintain any such license;

18.12 If Solicitor Firm fails to comply with the policies and procedures of SHP or the laws of any regulatory authority having jurisdiction over the parties;

18.13 If a licensing or regulatory agency subjects Solicitor Firm to any disciplinary sanction (for example, a reprimand or temporary suspension of Solicitor Firm's license), SHP may terminate the Agreement by providing written notice to Solicitor Firm effective upon receipt of the notice, or any later date that SHP specifies in the notice. No compensation will be payable to Solicitor Firm for services rendered during any period in which Solicitor Firm's license is temporarily suspended. SHP may recover any compensation paid to Solicitor Firm during any period in which Solicitor Firm's license is temporarily suspended;

18.14 Upon Solicitor Firm's dissolution, receivership, insolvency, or bankruptcy;

18.15 Upon disclosure by Solicitor Firm of the compensation schedule to any outside parties, unless otherwise required to do so, by law;

18.16 Failure of Solicitor Firm to maintain insurance requirements as set forth in Section 16 of this Agreement;

18.17 If Solicitor Firm engages in, or knowingly assists another to commit, fraudulent or dishonest activity in connection with the solicitation, enrollment or renewal of any customer, whether a customer of SHP or not, this Agreement shall terminate effective as of the date on which Solicitor Firm engaged in or assisted with such activity without regard to when SHP learns of the fraudulent or dishonest activity or when SHP notifies Solicitor Firm that this Agreement has been terminated. SHP may recover any compensation paid to Solicitor Firm after Solicitor Firm engaged in, or knowingly assisted another to commit, the fraudulent or dishonest act without regard to when Solicitor Firm actually earned such compensation.

Effect of Termination. Upon termination of this Agreement, appointment of Solicitor Firm, and its authorization of all Agent to perform services pursuant to this Agreement shall terminate on the effective termination date, and Solicitor Firm shall notify all affected Agents. Unless specifically stated otherwise, if Solicitor Firm is terminated for cause, no compensation will be due the Solicitor Firm subsequent to the effective date of termination.

19. Waiver.

Failure of SHP to enforce compliance with the terms and conditions of this Agreement shall not be construed as a waiver of the right to exercise the same at any time.

20. Ownership of Proprietary Rights .

Solicitor Firm agrees that SHP shall be the owner of all proprietary rights in and to any documentation, records, text and other works of authorship, data, databases, information, know-how, conceptions, discoveries, inventions, designs, symbols, names, procedures, methods, processes, improvements, products, prototypes, samples, trade secrets and other property and materials, tangible or intangible, whether or not patentable or registerable under copyright, patent or similar laws, within the foregoing: (i) furnished to Solicitor Firm, or to which Solicitor Firm is given access by SHP in connection with the performance of this Agreement; and/or (ii) conceived, reduced to practice, or otherwise created, authored, developed or generated in connection with performance of this Agreement by Solicitor Firm either solely or jointly with SHP (collectively, the "Intellectual Property"). Solicitor Firm shall not have any interest in such Intellectual Property. Accordingly, Solicitor Firm hereby assigns to SHP all of Solicitor Firm's right, title and interest in and to the Intellectual Property. Solicitor Firm further acknowledges its obligation to assist SHP or its designee, at SHP's (or designee's) expense, in every proper way to secure SHP's, or its designee's, rights in the Intellectual Property and any copyrights, patents, trademarks, moral rights or other intellectual property rights relating thereto. This obligation includes maintaining and preserving accurate and complete records of all pertinent information and data with respect thereto ("Records"), disclosing to SHP or its designee all Intellectual Property and Records, and executing all applications, specifications, oaths, assignments, recordations and instruments necessary to obtain, maintain and transfer such rights to SHP or its designee

(or, if not transferable, to waive such rights). The parties further agree that nothing in this paragraph or in this Agreement shall limit SHP sole and exclusive intellectual property rights in and to its own data provided to Solicitor Firm during the course of this Agreement.

21. Confidentiality

Each party shall hold the following "Confidential Information" in strict confidence and not disclose the same to any other person or entity except as provided herein: each other's proprietary and confidential records and information, including but not limited to all information, pricing and terms relating to or contained in this Agreement; the content of all negotiations and other discussions regarding contract terms, conditions and pricing; all service and product data, trade secrets, financial data, pricing, business plans and any other information or technology received from the other party in implementing this Agreement; the confidential information of vendors and other third parties disclosed to the receiving party as part of the provision of Services under this Agreement; all personally identifiable information of a party's employees, agents, patients and customers; and all information derived from the foregoing.

21.3 Notwithstanding the above:

21.3.1 A party may disclose Confidential Information as required by law, provided that such disclosing party provides reasonable prior notice to the other party to enable such other party to attempt to prevent or limit the disclosure and the disclosing party assists the other party upon request in seeking relief from or limiting the disclosure.

21.3.2 SHP may disclose contract terms, conditions and pricing terms, as well as other Confidential Information, including vendor and other third party confidential information, to those parties and/or consultants not already mentioned above that SHP has or will contract with or retain in the course of managing its business, provided those parties/consultants agree in writing that they shall not use or divulge such Confidential Information to any third party except as necessary for the discharge of their obligations to SHP or as required by law.

21.3.3 SHP may disclose contract terms, conditions and pricing terms, as well as other Confidential Information to state and federal agencies, including but not limited to the DMHC, that have regulatory authority for licensing and compliance oversight of SHP operations.

21.3.4 A party may disclose Confidential Information with the prior written consent of the other party.

22. Notice.

Unless otherwise set forth explicitly herein, any notice required or permitted under this Agreement shall be given in writing, to the other party, by hand, via nationally recognized overnight delivery service, or via Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

If to SHP:
Sutter Health Plan
Attn: Chief Growth Officer
2200 River Plaza Dr.
Sacramento, CA 95833

If to Solicitor Firm:
Solicitor Firm Name: .....
Contact Name: .....
Address: .....
City: ..... State: ..... ZIP: .....
Email: .....
Phone: .....

23. Severability.

In the event that any term or condition of this Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, such term or condition shall be severed from this Agreement and the remaining terms and conditions shall be given their full force and effect.

24. Governing Law.

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California.

25. Mandatory Binding Arbitration.

Any controversy, dispute or claim arising out of the interpretation, performance or breach of this Agreement shall be resolved by binding arbitration at the request of either party, in accordance with the Commercial Rules of the American Arbitration Association. Such arbitration shall occur in the County of Sacramento, California, unless the parties mutually agree to have such

proceeding in some other locale. The arbitrators shall apply California substantive law and federal substantive law where state law is preempted. The provisions of California law concerning the right to discovery and the use of depositions in arbitration are incorporated herein by reference and made applicable to this Agreement. Under no circumstance do the arbitrators have the right to impose punitive damages.

25.3 Solicitor Firm and its Agents shall not initiate litigation in any dispute between Solicitor Firm or an Agent and any applicant or subscriber, without the prior written consent of SHP.

26. Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA).

As an entity contracted with SHP to market health care coverage products, Solicitor Firm is designated as a business associate of SHP and agrees to execute a business associate agreement with SHP in the form and format provided by SHP. Without limitation of the foregoing, Solicitor Firm shall not use or disclose Protected Health Information (as defined more specifically at 45 C.F.R. § 160.103) for any purpose other than (i) the purposes contemplated by the Agreement (ii) as required or allowed under the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder at 45 C.F.R. Parts 160 through 164 (collectively, "HIPAA"); or (iii) as otherwise required by law. In no event may Solicitor Firm use or disclose Protected Health Information in a manner that violates or would violate HIPAA if such activity were engaged in by SHP. Solicitor Firm further agrees to execute the SHP standard Business Associate Agreement as part of SHP's Solicitor Firm orientation certification and training procedures, which shall be completed before Solicitor Firm engages in any marketing, solicitation or sales activities on behalf of SHP.

27. Entire Agreement.

This Agreement, including the Recitals and Exhibits, which are specifically incorporated herein, constitutes the entire agreement between the parties. This Agreement may be modified only in writing signed and dated by each party's management level representative who has actual signature authority to legally bind the party on whose behalf the signature is made.

By their signatures below, each of the following represent that they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties have accepted and agreed to this Agreement as of the Effective Date.

Solicitor Firm

Signature

Name

Date

License #

License Expiration

Sutter Health Plan

Peter D. Bergamo
Chief Growth Officer

Exhibit A

Compensation Schedule for Solicitor Firm Receiving Commission Compensation

The compensation for sales of these SHP health care coverage products will be effective January 1, 2026 and commission to Solicitor Firm will be paid after this date as follows:

Solicitor Firm Commission	
Healthcare Coverage Product	**New and Renewing Business**
Individual	**$20 Per Member Per Month**
Small Group (1–50)	**5% of Paid Monthly Premium**
Small Group (51–100)	**5% of Paid Monthly Premium**
Large Group (101+)	**To Be Negotiated based on Paid Monthly Premium**

Calculation of Commission Payments

1. No compensation shall be payable to Solicitor Firm with respect to: (i) for group business, any subscriber that does not live, physically work or reside in the SHP service area (as described in Section 6.2), or (ii) for individual business, any individual that does not live or reside in the SHP service area (each as reasonably determined by SHP). In no event shall compensation be paid hereunder with respect to any business that does not conform to SHP's underwriting guidelines.
2. "Per Member Per Month" means: The monthly commission payment is based on each enrolled member whose premium has been received by the Health Plan for the applicable month.
3. "Paid Monthly Premium" means: Premium paid on billed amount based on individual or group coverage. Commission calculation based on the amount remitted by the individual, or the group on behalf of its subscribers.

Timing of Commission Payments

3. Commissions will be paid to Solicitor Firm on a monthly basis, postmarked within 10 business days following the end of the month for which the individual (IFP) or group coverage is effective and for which premium has been received.
4. Commission rates will be paid to Solicitor Firm as long as the IFP or group coverage remains in force.

Incentives

SHP, in its sole discretion, may offer incentives from time to time. Such incentives, when offered, will be subject to all terms and conditions of this Agreement. Notwithstanding the foregoing, incentives will be subject to the specific payment terms and conditions set forth in the applicable incentive arrangement.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.