Getting Appointed with CCHP

Congratulations on taking the first step to becoming appointed with CCHP. Here is a helpful checklist to help make the appointment process easy and help get you started with your first enrollment! To complete the process, follow these simple steps:

1) Accept the terms of the attached Broker Agreement and Business Associate Agreement

- Sign page 14 of the Broker Agreement
- Sign page 1, 8 and 9 of the Business Associate Agreement

2) Send a Copy of your License

- Provide a copy of your current California Life Agent License (must include both Life-only and Accident and Health).
- Agent license must be in "good standing" with CA Department of Insurance (not expiring within 30 days) and without restrictions or pending hearing or disciplinary action.

3) Send a Copy of your E&O Policy and IRS W-9 Form

- Provide a copy of your Errors and Omissions certificate with a minimum specific amount of $1,000,000 and $1,000,000 aggregate amounts.
- Policy must be valid at time of submission and agent applicant must be named in the certificate.
- If assistance is needed to acquire or update your E&O policy, please contact Broker Services Department at (628) 228-3283.
- Complete and sign the attached W9 form.

4) Once completed, return your forms:

Mail, Fax or E-mail:

CCHP
Broker Services – New Appointments Dept.
445 Grant Avenue, Suite 700
San Francisco, CA 94108

Fax: 415-955-8819 Toll Free Fax: 1-888-551-2247
Email: brokers@cchphealthplan.com

Broker Application

Welcome to CCHP: To complete the Broker Appointment Application, complete and sign the following. BROKER: Please keep a copy for your records prior to sending to CCHP for processing. Please print clearly.

☐ **Individual / Sole Proprietor** ☐ **Corporation** ☐ **Partnership** ☐ **Others** _____

Company Name (if applicable): _____ **Tax ID or SSN#:** _____

Broker Name: _____ **Nat Prod # (NPN):** _____

Title: _____ **Tele:** _____

Email: _____ **Cell:** _____

Website: _____ **Fax:** _____

CA Driver License #: _____ **Date of Birth:** _____

CA Agent License #: _____ **Expiration Date:** _____

Company License # (if applicable): _____ **Expiration Date:** _____

Covered CA Certification ID#: _____ **Expiration Date:** _____

E & O Carrier: _____ **Policy #:** _____

Expiration Date: _____

Additional Contact Name: _____ **Title:** _____

Email: _____ **Tele:** _____

Company Address: _____

Payment Address: _____

W9 (Tax Return) Address: _____

Commission Check should be made payable to: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____ _____ _____

Signature **Please Print Name** **Date**

CCHP ADMINISTRATIVE USE ONLY			
E&O Provider:		**Validated By:**	
Processor/Supervisor:		**Date Processed:**	

CHINESE COMMUNITY HEALTH PLAN

AGENT/BROKER AGREEMENT

This Agent/Broker Agreement (this "**Agreement**") is entered into and effective as of the latest date set forth on the signature page of this Agreement ("**Effective Date**") by and between Chinese Community Health Plan, a California corporation ("**CCHP**"), and the broker/agent specified on the signature page of this Agreement ("**Broker**"), with reference to the following facts:

WHEREAS, CCHP is a California corporation licensed to do business in the state of California as a health care service plan under the Knox-Keene Care Service Plan Act of 1975, commencing with Section 1340 of the California Health and Safety Code.

WHEREAS CCHP is a Certified Qualified Health Plan Issuer (as defined at 10 CCR § 6410) and is contracted with Covered California to provide health insurance coverage to qualified individual and employers who purchase health insurance coverage through Covered California.

WHEREAS CCHP is contracted with the Centers for Medicare and Medicaid Services ("CMS") to offer Medicare Advantage plans to eligible Medicare beneficiaries.

WHEREAS, Broker is duly licensed with the California Department of Insurance as an insurance broker or insurance agent, in all ways necessary to perform the services contemplated under this Agreement. (For the purposes of this Agreement, Broker and Broker's principles, authorized representatives, partners, investors, employees, staff, and any other persons who solicits or otherwise assists Broker in soliciting the sale of health care service plans shall simply be referred to as "**Broker**".)

WHEREAS, CCHP desires to secure the services of Broker to facilitate the sale of health care service plans and Broker desires to provide such services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the parties hereto agree as follows:

Article 1 - Broker/Agent Appointment

1.1 **Appointment**. CCHP hereby grants to Broker a non-exclusive, revocable appointment to solicit and secure new applications and renewals for contracts ("Contracts") for health care services plans offered or administered by CCHP ("Products"). "Products" include all health care service plans of CCHP, together with all supplements, ancillary benefits, riders, and other health benefit plans offered with such health care service plans available to eligible individuals, families, and employers. Products may be sold in the commercial or Medicare Advantage markets or through a private or public exchange. Appointment under this Agreement shall not limit or prohibit CCHP from granting similar appointments to other brokers and agents, nor shall it limit or prohibit Broker from accepting appointments from other companies.

1.2 **CCHP Services**. CCHP's own sales force may also solicit and secure new applications and renewals from: prospective clients, applicants, individuals, families, and employer groups who are eligible and apply for Products (collectively "**Applicants**"); and clients, individuals, families, or subscribers who are enrolled in a Product and meet all the eligibility requirements for membership in the Product (collectively "**Members**") as well as employer groups and its enrolled employees

("**Groups**").

1.3 **Application**. Broker shall assure that its principles, authorized representatives, partners, investors, employees, staff, and any other persons who solicits or otherwise assists Broker in soliciting Contracts: (a) comply with the terms of this Agreement; (b) are licensed with all applicable state, federal and other governmental agencies; and (c) will, upon request, provide CCHP with appropriate documentation to verify compliance with state and federal law and this Agreement.

1.4 **Adverse Effect**. Broker shall not conduct its business in such a manner as to adversely affect the business, good standing, and/or reputation of CCHP.

Article 2 – Rights, Responsibilities, and Obligations of Broker

2.1 **General**. Broker shall diligently solicit and use reasonable efforts to introduce CCHP to Applicants. Broker shall promote and publicize Products, procure applications to purchase Products, provide reasonable ongoing services to Members and Groups procured by Broker, and assist CCHP in similar activities. Broker shall not discriminate against CCHP when soliciting or offering other products, plans, or coverage of a similar nature.

2.2 **License**. Broker warrants and represents that Broker, and its principles, authorized representatives, partners, investors, employees, staff, and any other persons who solicits or otherwise assists Broker in soliciting Contracts: (a) is duly licensed by the California Department of Insurance as an insurance broker or insurance agent; (b) has never had an issued license revoked or suspended; (c) has never been convicted of any crime involving moral turpitude or dishonesty; (d) is certified by Covered California to represent and sell products through Covered California and/or is certified by Centers for Medicare and Medicaid Services ("CMS") to represent and sell products. For the duration of this Agreement, Broker shall keep all appropriate and necessary federal, state or local licenses, certifications and other requirements current and in good standing in order to be able to effectuate the purpose of this Agreement. Broker shall provide evidence of such license(s) upon execution of this Agreement, after each renewal thereafter, and from time to time as CCHP may require. Broker shall notify CCHP within five (5) business days of any terminated, suspended, or expired license.

a. Medicare Advantage Training and Certification. For Medicare Advantage plans, Broker acknowledges receipt of training and certification required by CMS, in addition to a license issued by the California Department of Insurance:

i. National Producer Registration (via National Insurance Producer Registry).

ii. America's Health Insurance Plans (AHIP) Fraud Waste & Abuse and Compliance Exam: Complete and pass the annual AHIP Certification training for the applicable plan year. Complete the AHIP Fraud Waste & Abuse and Compliance exam and obtain AHIP Certification of Completion. Renewed annually.

iii. Annually, CMS provides broker requirements for training and testing. Complete and pass the annual CMS training and exam on Medicare rules and regulations, and details specific to the plans broker will sell.

2.3 **Laws, Rules and Regulations**. The parties shall comply with all applicable federal, state, and local laws, as well as the rules and regulations of the appropriate regulatory agencies. Broker shall file all reports required by state and federal law and pay all taxes, contributions and other

sums which may be levied or assessed upon or in connection with the Compensation paid to Broker by CCHP. Broker shall notify CCHP in writing within thirty (30) days of each and every report of any accreditation organization or any governmental agency which report contains a citation of Broker for failure to meet any requirement of state and federal law or the standard of an accreditation organization.

2.4 **Policies and Procedures**. Broker shall provide all services hereunder in compliance with CCHP's policies and procedures.

2.5 **Duty of Broker**. Broker acknowledges that under California Health and Safety Code §1389.8, Broker has the duty to assist Applicants in providing answers to health questions accurately and completely. Broker must attest on the written application to both of the following: (a) that to the best of his/her knowledge, the information on the application is complete and accurate; and (b) that he/she explained to the Applicant, in easy-to-understand language, the risk to the Applicant of providing inaccurate information and that the Applicant understood the explanation.

2.6 **Broker Expertise**. Broker agrees to maintain sufficient knowledge of CCHP products and policies, including but limited to CCHP Code of Conduct, underwriting and application guidelines, and all pertinent laws, rules and regulations described in this Agreement.

2.7 **Limitations.** Broker shall not perform any of the following acts:

a. Incur any indebtedness or liability on behalf of CCHP or withhold any monies or property of CCHP;

b. Change any premium rates quoted by CCHP;

c. Waive any forfeiture or extend the time for making payment of any premiums;

d. State or imply that Broker is owned or controlled by CCHP;

e. Pay, allow, or offer to pay or allow as an inducement to any person or entity, any rebate of a premium or any other consideration not specified in the Contract;

f. Induce, or endeavor to induce, any Member or Group to discontinue payment of premium or to relinquish any other Product or program (except if replaced by another CCHP Product);

g. Waive, modify, alter, change or amend any contracts, terms, rates, proposals, advertisements, conditions, applications, evidence of coverage, items of supplemental sales literature, or limitations of CCHP coverage or Products;

h. Publish or cause to be published, circulate or cause to be circulated, or utilize any advertising material other than that which is furnished to Broker by CCHP or approved by CCHP.

2.8 **Advertising**. Broker shall obtain consent from CCHP prior to using CCHP's name, logos, domain names, symbols, product names, service marks, or any other name or mark in any promotional, marketing, or advertising materials. Broker shall not use, or permit the use of any advertising or solicitation which is untrue or misleading, or any evidence of coverage which is deceptive.

2.9 **Enrollment Minimum**. Broker shall maintain a book of business of at least ten (10) Active Members per year, based on CCHP records as of December 31 of each calendar year. "**Active Members**" are defined by the total cumulative lives or persons enrolled in group or individual policies.

2.10 **Receipt of Funds**. Broker shall not accept any funds, premiums, or monies from Applicants, Members, or Groups on behalf of CCHP, with the exception that Broker may receive funds in the form of checks payable to CCHP and submit the check to CCHP no later than the close of business of the next business day.

Article 3 – Rights, Responsibilities, and Obligations of CCHP

3.1 **Administration**. CCHP shall perform the functions reasonably necessary for the administration and operation of the Products.

3.2 **Compensation**. CCHP shall pay Compensation based on the total adjusted paid premiums derived from Members or Groups enrollment procured by Broker, as further described in Article 4 (Compensation).

3.3 **Products**. CCHP retains, in its sole discretion, the right to withdraw the sale of any Product and to modify any Product at any time.

3.4 **Eligibility**. Eligibility of Applicants shall be determined by CCHP in its sole discretion. CCHP reserves the right to reject or conditionally accept applications submitted by Broker, to refuse to quote on applications solicited by Broker, and to cancel any Contract when appropriate.

Article 4 – Compensation

4.1 **General**. CCHP shall pay commission to Broker in accordance with this Agreement and the rates and terms set forth in the current Schedule of Commission ("**Compensation**"). Compensation will be computed based on the premium revenues actually paid to, received, and accepted by CCHP from Members and Groups procured by Broker during the term of this Agreement. Compensation will not be paid if a Member or Group fails to pay their premium.

4.2 **Payment**. CCHP shall pay Compensation the calendar month following the month of receipt by CCHP of the respective Member's or Group's charges or premiums on which Compensation is payable. If the Compensation amount during a calendar month is below one hundred ($100.00) dollars, payment will be issued on a quarterly basis. CCHP may place Broker's Compensation on hold in the event Broker is not in compliance with the terms of this Agreement or state and federal laws. CCHP reserves the right to offset any Compensation to which Broker is entitled to by the amount of any funds owed to CCHP. CCHP is under no obligation to reimburse Broker for costs, fees, or expenses unless expressly approved in advance by CCHP, in writing.

4.3 **Broker of Record**. Compensation shall only be paid to brokers and/or agents who are appointed or designated by Applicant or Group to serve and act as their representative, and is legally eligible to do so ("**Broker of Record**"). Broker shall provide a Broker of Record letter or other document evidencing such within thirty (30) days after the Effective Date, after each renewal, and from time to time as CCHP may require. Compensation will not be paid to Broker for accounts which Broker is not, ceases to be, or cannot provide documentation evidencing Broker as Group's Broker of Record.

4.4 **Change of Broker of Record**. Compensation will not be paid to Broker on any premiums received for Contracts after the Group for the respective Contract notifies CCHP that Broker is no longer servicing their Contract as their Broker of Record. CCHP will honor Group's request to change Broker of Record on the first day of the month following CCHP's receipt of Group's request, unless another future date is specified by Group. Change requests

should be made in writing using either the CCHP "Broker of Record Change" form or by providing CCHP with a written request on the Contract holder's letterhead signed by the Contract holder's authorized representative, which identifies the name, address, and tax identification number of the new Broker of Record.

4.5 **Renewal Compensation for Individual Family Plans**. Notwithstanding Section 4.4 (Change of Broker of Record), for Individual Family Plans ("IFP") Contracts, if CCHP receives a written request to change the Broker of Record during the first year of the IFP Contract, CCHP will continue to pay the first year of Compensation to the Broker who procured the IFP Contract. Thereafter CCHP will pay the Compensation to the new specified Broker of Record, who will be the IFP Contract holder's designated Broker of Record with all the other rights and obligations thereunder.

4.6 **Compensation Assignment Rights**. Broker may assign its right to Compensation under this Agreement to another CCHP appointed Broker ("**Assignee**") subject to CCHP's prior written consent, which consent will not be unreasonably withheld. Broker shall provide at least thirty (30) days prior written notice of the assignment. CCHP will pay Assignee the Compensation that would have been paid to Broker absent the assignment of the Contract. Assignee will be the Contract holder's producer of record with all the other rights and obligations thereunder.

4.7 **House Accounts**. In the event Broker is appointed Broker of Record by a House Account (i.e., a group for which CCHP currently pays no compensation or commission to any agent or broker), Broker shall not be eligible for Compensation until the next renewal date. If Broker takes over a House Account at the time of renewal, then Broker will be eligible for Compensation immediately in accordance with this Article 4 (Compensation). Broker must provide thirty (30) days notice to CCHP prior to takeover.

4.8 **Status Change**. Compensation will not be paid for any coverage procured by Broker that is: (a) issued as a result of a Member or Group switching, converting, or changing status from CCHP group coverage to individual or individual to group coverage; (b) issued as a result of Member switching, converting, or changing status from a depended to a subscriber; or (c) issued as a result of a Member switching, converting, or changing status from one Product to another Product. This Section 4.8 (Status Changes) applies even if Broker aided in completing such transaction.

4.9 **Death**. In the event of the death of Broker, CCHP will pay his/her estate any accumulated Compensation which is due at the time of death, less any debt Broker owed to CCHP. Compensation will not be paid on premiums received after Broker's death unless Broker's beneficiary is licensed by the California Department of Insurance as an insurance broker or insurance agent, enters into a Broker/Agent agreement with CCHP, and is appointed by CCHP as a broker.

4.10 **Compensation Upon Retirement**. Upon retirement, Broker shall give CCHP written notice of Broker's retirement date. Broker may continue to receive Compensation after retirement as long as this Agreement is effective and Broker continues to comply with its obligations under this Agreement including without limitation Section 2.2 (Licenses) and the insurance requirements of Article 7 (Insurance and Indemnity).

4.11 **Loss of Compensation**. CCHP may terminate this Agreement and any payable Compensation thereunder effective upon notice if any of the following events occur:

a. Broker fails to immediately remit to CCHP any funds or premiums received by Broker on CCHP's behalf;

b. Broker's license expires, lapses, or is terminated, and/or the California Department of Insurance takes any disciplinary action against Broker's license;

c. Broker commits an act of fraud, dishonesty, or moral turpitude, or breach any fiduciary duty; or

d. Broker commits any actions that would be considered a material breach of this Agreement.

4.12 **Modification to Schedule**. CCHP may modify the Schedule of Commission as it deems appropriate upon thirty (30) days notice. Modifications and amendments to the Schedule of Commission shall become effective the date set forth in any such modification, amendment, or endorsement.

4.13 **Outstanding Accounts**. In the event any premium paid to CCHP is adjusted due to retroactive or pro rata payments, Broker's Compensation shall likewise be adjusted. If any premium should be refunded to Member or Group for any reason or cause, either before or after termination of this Agreement, Broker shall repay to CCHP, upon demand, all Compensation paid on the refunded premium.

Article 5 – Confidentiality

5.1 Each party shall keep confidential and shall not disclose any confidential or proprietary information of the other party either during the term of this Agreement or after the date of termination of this Agreement, regardless of how the information was obtained, to any third party, except as required by state and federal law, or otherwise agreed upon in writing by the parties. The parties shall only use such information to the extent permitted and necessary to perform its duties under this Agreement.

5.2 Broker shall keep confidential and shall not disclose: (a) any information containing the names, addresses and telephone numbers of Applicants, Members, or Groups, including eligibility lists; (b) lists or documents which include the names, addresses, and telephone numbers of employers, employees of such employers responsible for health benefits and the officers and directors of such employers; (c) CCHP's policies and procedures and any of CCHP's member, employer, and administrative service manuals and all forms related thereto;
(d) CCHP underwriting and rating information and any other information utilized by CCHP for determining eligibility or rates for Products; (e) CCHP's rate setting policies, formulas or

procedures; and (f) any other information compiled or created by CCHP which is proprietary to CCHP and which CCHP identifies in writing to Broker.

5.3 Upon the effective date of termination of this Agreement, the parties shall provide and return to the other party the confidential information in its possession in the manner specified by the other party. In the event that the confidential information is in an electronic format, the parties shall make best effort to destroy such information.

5.4 Each party shall give prompt notice to the other party of any unauthorized use or disclosure of confidential information and shall assist in remedying each unauthorized use or disclosure. The assistance or acceptance of assistance by either party does not constitute a waiver of any breach.

5.5 The failure to identify information as confidential information is not an acknowledgement or admission that the information is not confidential and is not a waiver by either party of any of its right with respect to the information.

5.6 The parties acknowledge and agree that with respect to a breach of this Article 5 (Confidential Information) by a party or any of its representatives: (a) an award of money damages is insufficient or impractical to calculate; and (b) any breach causes irreparable harm. Because of this, in the event of any breach or threatened breach of this Article 5 (Confidential Information) by a party or any of its representatives, the other party shall be entitled to equitable relief, including without limitation, injunctive relief and specific performance.

Article 6 - Term and Termination

6.1 **Term**. The term of this Agreement commences on the Effective date and continues until this Agreement is appropriately terminated by either party as provided herein.

6.2 **Termination Without Cause**. Either party may terminate this Agreement without cause by giving sixty (60) days notice to the other party. If this Agreement is terminated by CCHP under this Section 6.2 (Termination Without Cause), CCHP shall continue to pay Broker Compensation for Members and Groups enrolled by Broker prior to termination of this Agreement so long as: (a) Member or Group has an in-force Contract with CCHP; (b) Broker is the Group's Broker of Record and continues to service the Group; and (c) Broker is legally eligible to receive Compensation, as determined by CCHP.

6.3 **Termination with Cause**. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice if the other party commits a Material breach of this Agreement that remains uncured after thirty (30) days written notice specifying the nature of the breach. "**Material**" shall have the meaning set forth in California Health and Safety Code §1375.7(g)(2), which at the time of execution of this Agreement states that material is a provision in a contract to which a reasonable person would attach importance in determining the action to be taken upon the provision.

6.4 **Force Majeure**. Either party may terminate this Agreement upon the occurrence of any event described in Section 8.19 (Force Majeure) that both materially interferes with the performance of either party hereto and continues for a period of thirty (30) days or longer.

6.5 **Sale or Transfer**. CCHP may terminate this Agreement as of the effective date of the sale, transfer, or assignment of Broker's business or any interest therein or its consolidation with a successor firm.

6.6 **Revocation of License**. CCHP may terminate this Agreement immediately upon the revocation, suspension or restriction of any license, certificate, accreditation, or other authority required to be maintained by Broker in order to perform the services under this Agreement.

6.7 **Fraud**. CCHP may terminate this Agreement if Broker engages in or knowingly assists another to commit fraudulent or dishonest activities in connection with the solicitation, enrollment, or renewal of any Applicant, Member, or Group. The termination shall be effective as of the date on which Broker engaged in or assisted with such activity, without regard to when CCHP learns of such activity or the date CCHP specifies in a notice to Broker regarding the violation of this Section 6.7 (Fraud).

6.8 **Effect of Termination**. Upon termination of this Agreement: (a) Broker will no longer be able to sell Products; and (b) CCHP will no longer recognize Broker as the Broker of Record for any Groups. Compensation secured by Broker shall continue to be paid to Broker up to the date of termination, except as specified in section 6.2 (Termination without Cause). Upon termination, Broker shall immediately return all Confidential Information, rate manuals, administrative manuals, policyholder records, application forms, sales materials and all other supplies and materials connected with, authorized or printed by and belonging to CCHP. Broker shall dispose of personal health information according to the Business Associate Agreement.

Article 7 – Insurance and Indemnity

7.1 **Insurance**. Broker shall maintain comprehensive public liability insurance, including errors and omissions insurance, with a liability insurance carrier admitted in California, of at least $1,000,000 per claim and $1,000,000 aggregate coverage. Broker shall provide to CCHP written proof of such coverage upon execution of this Agreement and from time to time as

requested by CCHP. Broker shall notify CCHP within five (5) business days of any change in the amounts, levels or types of insurance purchased or the loss of any coverage required under this Section 7.1 (Insurance).

7.2 **Indemnification**. Each party shall indemnify, defend and hold harmless the other party, and all of the officers, trustees, agents and employees of the foregoing, from and against any and all third party demands, claims, actions, losses, costs, liabilities, damages or deficiencies, including interest, penalties and attorneys' fees, which:

a. arise out of or are due to a breach by the indemnifying party of any of its representations, warranties, covenants or other obligations contained in this Agreement;

b. are caused by or resulting from indemnifying party's acts or omissions constituting bad faith, willful misfeasance, negligence or reckless disregard of its duties under this Agreement or Applicable Laws;

c. accrue or result to any of indemnifying party's subcontractors, material men, laborers or any other person, firm or entity furnishing or supplying services, material or supplies in connection with the performance of this Agreement; or

d. arise out of or are due to the failure of the indemnifying party to correctly and completely pay wages or fail to provide workers' compensation insurance coverage to their employees.

Article 8 – General Terms

8.1 **Amendments**. This Agreement and the Schedule of Commission may be amended by CCHP upon thirty (30) days notice to Broker. However, any provision hereof that is in conflict with state or federal law is automatically amended to conform to such law.

8.2 **Notices**. Notices required or permitted to be given under this Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by nationally recognized overnight delivery service, or by registered or certified mail, postage prepaid, and addressed or delivered to the parties at the address on the signature page of this Agreement or such other address as may hereafter be designated by written notice thereof to the other party. If an address is not provided on the signature page by a party, then to the party's regular place of business.

Notice shall be deemed to have been given upon transmittal thereof as to those personally delivered, upon the first day after mailing as to those sent by nationally recognized overnight delivery service, and upon the third day after mailing as to those sent by United States Mail.

8.3 Dispute Resolution.

a. Informal Dispute Resolution. In the event either party wishes to raise a dispute, it shall provide written notice summarizing the dispute to the other party. Promptly following the delivery of such notice, one senior executive of each party shall negotiate in good faith to resolve the dispute. The parties acknowledge that such negotiation is a condition precedent to the filing of any judicial or arbitration demand.

b. Arbitration. In the event a dispute is not resolved through the informal dispute resolution process, either party may submit the dispute to binding arbitration. The arbitration shall be administered by JAMS and in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. Such arbitration shall occur in San Francisco, California. The arbitrator shall apply California substantive law and federal substantive law where state law is preempted. The Federal Arbitration Act, 9 U.S.C. §1-16, shall also apply. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the legal reasons on which the award is based. The decision of the arbitrator shall be final and binding on each of the parties and judgment thereon may be entered in any court of appropriate jurisdiction.

c. Costs and Fees. If a party brings an action or proceeding arising out of or relating to this Agreement, the non-prevailing party shall pay to the prevailing party reasonable attorneys' fees and costs incurred in such action. Any judgment or order entered shall contain a provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. The prevailing party shall be the party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction or the arbitrator), whether or not the action or proceeding proceeds to final judgment or award.

d. Confidentiality. The arbitration and any information obtained in connection with this Agreement or through discovery is confidential and neither the parties nor the arbitrator shall disclose such information to third parties without the written consent of the parties, except that the parties may disclose such information as necessary to seek confirmation of the arbitration award, to enforce any judgment entered on account of the award or as otherwise is required by law; however, the parties may make such disclosure as is necessary to their respective auditors, accountants, attorneys and insurers.

e. Injunctive Relief. Either party shall have the right to apply for and obtain a temporary restraining order or other temporary, interim or permanent injunctive or equitable relief from a court of competent jurisdiction in order to enforce the provisions of any part of this Agreement as may be necessary to protect its rights.

8.4 Independent Contractor Relationship. The relationship between CCHP and Broker is an independent contractor relationship. This Agreement shall not be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting solely for the purpose

of effectuating this Agreement. Nothing contained in this Agreement shall cause either party to be liable or responsible for any debt, liability or obligation of the other party or any third party unless such liability or responsibility is expressly assumed by the party sought to be charged therewith.

8.5 **Assignment**. This Agreement shall not be assigned by either party in whole or part without the written consent of the other party.

8.6 **Printed Material**. All printed matter, forms, and other CCHP material provided to Broker by CCHP shall remain the property of CCHP and shall be returned to CCHP upon demand.

8.7 **Records**. Broker shall maintain complete records and books of all transactions related to Applicants, Groups, Members, and all other records and books required by state and federal law. Broker shall keep records and books current and shall keep such record and books for a period of no less than ten (10) years. Broker shall make such records and books accessible to CCHP and any appropriate government, regulatory, or accreditation agency, during normal business hours upon reasonable requests, for the duration of this Agreement and for one (1) year following termination of this Agreement. Broker cannot remove such records and books from the state of California without the consent of the California Department of Managed Health Care and CCHP.

8.8 **Entire Agreement**. This Agreement supersedes all previous agreements and understandings concerning the relationship between CCHP and Broker. This Agreement applies to all Groups and Members, regardless of whether the Group or Member entered into or renewed its Contract prior to the Effective Date. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.

8.9 **Facilitation**. Each party agrees promptly to perform any further acts and to execute, acknowledge and deliver any documents, which may be reasonably necessary to carry out the provisions of this Agreement or effect its purposes.

8.10 **Interpretation**. This Agreement shall be interpreted according to its fair intent and not for or against any one party on the basis of which party drafted the Agreement.

8.11 **Disclosures**. Broker assumes full responsibility for informing Applicants, Groups, and Members about compensation arrangements with CCHP, consistent with all applicable state and federal laws and prevailing agent/broker codes of conduct. CCHP reserves the right to provide information to Applicants, Groups, and Members concerning CCHP's compensation arrangements with Broker.

8.12 **Severability**. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this

Agreement shall be effective and binding upon the parties. Notwithstanding the foregoing, if enforcement of this Agreement as so modified would substantially deprive one of the parties of the benefit of the original bargain or is materially detrimental to one of the parties, then said party may terminate this Agreement upon thirty (30) days written notice.

8.13 Survival. All provisions that logically ought to survive termination of this Agreement shall survive.

8.14 Captions. Any captions or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

8.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Copies of this document, including faxed versions, may be used in lieu of the original and such copies shall be equally admissible in evidence.

8.16 Cumulative Rights. Any specific right or remedy provided in this Agreement is not meant as an exclusive remedy but will be cumulative of all other rights and remedies. The parties may seek whatever action in law or equity as may be necessary to enforce its rights under this Agreement.

8.17 Waiver of Breach. The waiver by either party to this Agreement of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation thereof.

8.18 Incorporation of Exhibits. The exhibits and attachments to this Agreement and any applicable policies and procedures, including without limitation the Schedule of Commission, Broker Group Administrative Guidelines, the Confidentiality Addendum, and the Business Associate Agreement (the "BAA"), are an integral part of this Agreement and are incorporated in full herein by this reference. CCHP and Broker are parties to the BAA attached hereto as Exhibit A. The terms of the BAA shall prevail over any provisions in this Agreement that may conflict or appear inconsistent with the BAA.

8.19 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from: acts of God; acts of civil or military authority; acts of terrorism or public enemy; war; accidents; fires; explosions; earthquakes; floods; failure of transportation, machinery or supplies; vandalism; strikes or other work interruptions; or any similar or dissimilar cause beyond the reasonable control of either party. Both parties shall, however, make good faith efforts to perform under this Agreement in the event of any such circumstance.

8.20 **Unlawful Discrimination**. Neither party shall discriminate in the performance of this Project on the basis of race, sex, age, religion, national origin, sexual orientation, place of residence, health status, source of payment, or any other unlawful basis.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

_____	CCHP
BUSINESS NAME	Chinese Community Health Plan
SIGNATURE:	SIGNATURE: 
PRINT NAME:	NAME: Lawrence Loo, MPH
TITLE:	TITLE: Chief Executive Officer
ADDRESS:	ADDRESS: 445 Grant Avenue Ste. 700
	San Francisco, CA 94108
DATE:	DATE:
TAX ID #:	

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

[Attached hereto]

BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement ("BA Agreement") is entered into as of and is in effect as of _____ ("Effective Date") by and between Chinese Community Health Plan, a California for profit corporation ("Covered Entity" or "CE") and _____ ("Business Associate" or "BA").

RECITALS

A. CE provides certain Protected Health Information (as defined below and referred to herein as "PHI") to BA in the course of the parties' business relationship.

B. In order to protect the privacy of the PHI and to comply with HIPAA, the HIPAA Regulations, and the California Confidentiality Laws (each as defined below), CE and BA desire to enter into this BA Agreement setting forth the terms and conditions of the use and disclosure of such PHI.

In consideration of the mutual promises set forth below, the parties agree as follows:

ARTICLE I: DEFINITIONS

1.1 **General Rule**. Capitalized terms not otherwise defined in this BA Agreement shall have the same meaning as those terms have in the HIPAA Regulations.

1.2 **HIPAA** means the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended by the HITECH Act.

1.3 **HIPAA Regulations** means the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including, but not limited to, the Privacy Rule, the Security Rule, and the Breach Notification Rule, as currently in effect and as modified from time to time.

1.4 **HITECH Act** means Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009, P.L. 111-5.

1.5 **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information, codified at 45 CFR Parts 160 and 164, Subparts A and E, as currently in effect and as modified from time to time.

1.6 **Protected Health Information or "PHI"** shall have the meaning given to the term "Protected Health Information" under the Privacy Rule.

1.7 **Breach Notification Rule** means the Standards for Notification in the Case of Breach of Unsecured Protected Health Information, codified at 45 CFR Parts 160 and 164, Subparts A and D, as currently in effect and as modified from time to time.

1.8 **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information, codified at 45 CFR Parts 160 and 164, Subparts A and C, as currently in effect and as modified from time to time.

1.9 **California Confidentiality Laws** means the laws of the State of California governing the confidentiality of PHI, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56 *et seq.*), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975 et seq.), the Lanterman-Petris-Short Act (Cal. Wel. & Inst. Code §5328 et seq.), the medical identity theft law (Cal. Civil Code §1798.82), and the improper access notification law (Cal. Health & Safety Code §1280.15).

ARTICLE II: OBLIGATIONS OF BA

2.1 **General Requirements**. Except as otherwise limited in this BA Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, CE pursuant to one or more services agreements between CE and BA (the "Services Agreements"), as listed on Exhibit A to this BA Agreement, provided that such Use or Disclosure would not violate HIPAA, the HIPAA Regulations, or the California Confidentiality Laws if done by CE. BA and its agents and subcontractors shall only request, use, and disclose the minimum amount of PHI necessary to accomplish the purpose of the permitted Use or Disclosure. BA agrees to comply with all applicable provisions in HIPAA, the HIPAA Regulations, and the California Confidentiality Laws.

2.2 **Uses or Disclosures Permitted by Privacy Rule**. As permitted by the Privacy Rule, BA may use or disclose PHI: (a) as is necessary for the proper management and administration of BA's organization, or (b) to carry out the legal responsibilities of BA; provided, however, that any permitted Disclosure to a third party must be either Required By Law or subject to reasonable assurances obtained by BA from the third party that the PHI will be held confidentially, and securely, and used or disclosed only as Required By Law or for the purposes for which it was disclosed to such third party, and that any breaches of confidentiality of the PHI which become known to such third party will be immediately reported to BA. BA shall obtain the prior permission of CE before making any such disclosure that is not Required by Law. BA shall notify CE in a timely manner prior to making any Disclosure that is Required By Law, in order to afford CE the opportunity to respond to the request for such a Disclosure.

2.3 **Data Aggregation**. BA may provide Data Aggregation services relating to the Health Care Operations of CE.

2.4 **Disclosures to Agents and Subcontractors**. BA shall ensure that any agent or subcontractor to whom it provides PHI agrees in writing to the same restrictions, conditions, and requirements that apply to BA with respect to such PHI and as set forth herein regarding the Use and Disclosure and security of PHI, including, but not limited to, implementation of administration, physical and technical safeguards, notice of prohibited Use or Disclosure, mitigation of harmful effects, responses to requests for access and amendment, and a term permitting immediate termination of the agent's or subcontractor's agreement with BA for improper Use or Disclosure of PHI. BA shall terminate its agreement with any agent or subcontractor to whom it provides PHI if such agent or subcontractor fails to abide by any material term of such agreement.

2.5 **Safeguards**. BA shall implement and use appropriate safeguards as necessary to prevent the Use or Disclosure of PHI in any manner that is not permitted by this BA Agreement, including but not limited to, safeguards designed to limit incidental Uses or Disclosures made pursuant to an otherwise permitted or required Use or Disclosure.

2.6 **Security Rule Safeguards**. To the extent that BA creates, receives, maintains, or transmits electronic PHI, BA shall comply with the Security Rule and implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that may be transmitted in conformity with the requirements of the Security Rule and prevent the Use or Disclosure of electronic PHI in any manner that is not permitted by this BA Agreement.

2.7 **Direct Access to CE's Electronic Systems**. If BA or its employees/agents are granted direct access to CE's electronic systems, BA will ensure that each of its employees and agents has access to only what is required for each employee/agent to perform the specific duties assigned by BA to that individual employee/agent pursuant to the Services Agreement with CE. Further, BA will provide immediate notice when its employees/agents are terminated or change roles or otherwise no longer have a need for access, BA will routinely monitor the list of employees/agents with access, BA will educate its employees/agents that sharing of login information among its employees/agents is prohibited, and BA will provide CE with a list of its employees/agents with access to CE's electronic systems upon request by CE.

2.8 **Minimum Necessary Use and Disclosure**. In conducting functions and/or activities under this BA Agreement or any other agreement between the parties hereto that involve the use and/or disclosure of PHI, BA shall make reasonable efforts to limit the use and/or disclosure of PHI to the minimum amount of information necessary as determined by CE to accomplish the intended purpose of the use or disclosure.

2.9 **Reporting**. BA agrees to provide written notice to CE of any Use or Disclosure of PHI that is in violation of this BA Agreement, the Privacy Rule, the California Confidentiality Laws, or other applicable federal or state law, within five (5) calendar days of becoming aware of such Use or Disclosure. BA shall also notify CE in writing within five (5) calendar days of receipt of any complaint that BA receives concerning the handling of PHI or compliance with this BA Agreement. BA further agrees to provide written notice to CE of any Security Incident within five (5) calendar days of BA's discovery of such Security Incident.

Notwithstanding the foregoing, BA shall immediately, and in no case longer than forty-eight (48) hours after, upon discovery of a Breach under HIPAA or breach under applicable state law, report to CE such Breach/breach, consistent with HIPAA, the HIPAA Regulations, and the California Confidentiality Laws. BA must also, without unreasonable delay, identify each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed as a result of the Breach/breach, and provide such information to CE as needed in order to meet the data breach notification requirements under the Breach Notification Rule and the California Confidentiality Laws, and in any event within five (5) calendar days after the discovery of the Breach/breach. The Breach shall be considered "discovered" when the BA knew or reasonably should have known when the Breach occurred.

BA agrees to fully cooperate, coordinate with and assist CE in gathering the information necessary to notify the affected individuals. BA agrees to cooperate with CE to ensure that all such Breach/breach notices are sent without unreasonable delay, and in no case more than five (5) business days from the discovery of the Breach/breach, as required under the applicable California Confidentiality Laws. BA agrees that it shall be solely responsible for all costs and expenses incurred by both CE and BA as a result of the Breach/breach, including costs associated with mitigation, preparation and delivery of the notices.

2.10 **Mitigation**. BA shall mitigate promptly, to the extent practicable, any harmful effect that is known to BA of a Use or Disclosure of PHI by BA in violation of this BA Agreement, the Privacy Rule, or other applicable federal or state law.

2.11 **Requests for Restrictions**. BA agrees to comply with requests for restrictions on Use or Disclosure of PHI that CE has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect BA's use or disclosure of such PHI.

2.12 **Access and Amendment**. To enable CE to fulfill its obligations under the Privacy Rule, BA shall make PHI in Designated Record Sets that are maintained by BA or its agents or subcontractors available to CE for inspection, copying or amendment within ten (10) calendar days of a request by CE. If an Individual requests inspection, copying or amendment of PHI directly from BA or its agents or subcontractors, BA shall notify CE in writing within five (5) business days of receipt of the request, and shall defer to, and comply with, CE's direction in a timely manner regarding the response to the Individual regarding the request for inspection, copying or amendment.

2.13 **Accounting**. BA shall implement a process for recording certain Disclosures of PHI by BA ("Accounting Information") in order to enable CE to comply timely with its obligations under the Privacy Rule including, but not limited to, 45 CFR Section 164.528. At a minimum, this Accounting Information shall include for each such Disclosure recordation of (a) the name and date of birth of the Individual whose PHI was the subject of the Disclosure; (b) the date of Disclosure; (c) the name and address of the recipient of the PHI; (d) a brief description of the PHI disclosed; and (e) a brief statement of the purpose for the Disclosure that reasonably informs the Individual of the basis for the Disclosure. Within ten (10) calendar days of notice from CE of a request for an accounting of Disclosures of PHI, BA shall make available to CE this Accounting Information. In addition, for any month in which BA makes a Disclosure of PHI, BA shall provide Accounting Information during the subsequent month pertaining to CE, in a format and medium specified by CE. If an Individual requests an accounting directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) business days of the request, and shall defer to, and comply in a timely manner with, CE's direction regarding the response to the Individual regarding the request for an accounting.

2.14 **Government Officials**. BA shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services ("Secretary") for purposes of determining CE's compliance with the Privacy Rule. BA shall notify CE regarding any PHI that BA provides to the Secretary concurrently with providing such PHI to the Secretary, and upon CE's request, shall provide CE with a duplicate copy of such PHI.

2.15 **Insurance and Indemnity**. BA shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure BA and its agents or subcontractors against any claim or claims for damages arising under this BA Agreement. Such insurance coverage shall apply to all sites of BA and to all services provided by BA or its agents or subcontractors under this BA Agreement.

BA shall indemnify, hold harmless and defend CE and its affiliated entities from and against any and all claims, losses, liabilities, costs and other expenses (including reasonable attorneys' fees and costs, and administrative penalties and fines) incurred as a result of, or arising directly or indirectly out of or in connection with any act or omission of BA, its agents or subcontractors, under this BA Agreement including, but not limited to, negligent or intentional acts or omissions. The indemnification obligation of BA shall survive termination of this BA Agreement.

2.16 **Prohibition on Sale of PHI**. BA agrees to comply with the prohibition of sale of PHI without authorization unless an exception under 45 C.F.R. § 164.508 applies.

2.17 **Compliance with CE's Obligations.** To the extent that BA carries out CE's obligations under HIPAA, the HIPAA Regulations, or the California Confidentiality Laws, BA shall comply with all of the requirements of HIPAA, the HIPAA Regulations, and the California Confidentiality Laws, in the performance of such obligations.

ARTICLE III: OBLIGATIONS OF CE

3.1 **Notice of Privacy Practices**. CE shall notify BA of limitation(s) in its notice of privacy practices, in accordance with 45 CFR Section 164.520, to the extent such limitation affects BA's permitted Uses or Disclosures.

3.2 **Individual Permission**. CE shall notify BA of changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent such changes affect BA's permitted Uses or Disclosures.

3.3 **Restrictions**. CE shall notify BA of restriction(s) in the Use or Disclosure of PHI that CE has agreed to, in accordance with 45 CFR Section 164.522, to the extent such restriction affects BA's permitted Uses or Disclosures.

3.4 **Prohibited Requests**. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA, the HIPAA Regulations, or the California Confidentiality Laws, if done by CE.

ARTICLE IV: TERM AND TERMINATION

4.1 **Term**. This BA Agreement shall be effective as of the Effective Date, and shall continue in effect with respect to each Services Agreement until: (i) this BA Agreement is terminated in accordance with the provisions of Section 4.2 or (ii) the relevant Services Agreement (in its entirety) is terminated; provided, however, that in the event that CE has entered into more than one Services Agreements with BA and one or more, or a portion of one or more, but not all, of such Services Agreements are terminated, this BA Agreement shall terminate only with respect to the Services Agreement(s) (or portions thereof) that have been terminated. Under such circumstances, this BA Agreement shall continue in effect with

respect to all Services Agreements (or portions thereof) between CE and BA which have not been terminated.

4.2 **Termination for Cause**. In the event of either party's material breach of this BA Agreement, the non-breaching party may terminate this BA Agreement upon ten (10) calendar days prior written notice to the breaching party in the event the breaching party does not cure such breach to the reasonable satisfaction of the non-breaching party within such ten (10) calendar day period. In the event that cure of a breach under this Section 4.2 is not reasonably possible, the non-breaching party may immediately terminate this BA Agreement; or if neither termination nor cure is feasible, the non-breaching party may, subject to all applicable legal privileges, report the violation to the Secretary of the Department of Health and Human Services. Either party may terminate this BA Agreement immediately if (a) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, HIPAA Regulations, or the California Confidentiality Laws, or (b) if a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations, the California Confidentiality Laws, or any other security or privacy law is made in any administrative or civil proceeding in which that party has been joined.

4.3 **Effects of Termination**. Upon termination of the business relationship between the parties and/or the BA Agreement for any reason, BA shall, at CE's direction, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. Upon CE's request, BA shall certify in writing that such return or destruction has occurred. If BA determines that return or destruction is not feasible, BA shall explain to CE in writing why conditions make the return or destruction of such PHI not feasible. If CE agrees that the return or destruction of PHI is not feasible, BA shall retain the PHI, subject to all of the protections of this BA Agreement, and shall make no further Use or Disclosure of the PHI, except as for those purposes that make the return or destruction of the PHI not feasible. In any event, upon termination of the business relationship between the parties and/or the BA Agreement, BA shall retain for no less than six (6) years the Accounting Information compiled by BA pursuant to section 2.13 of this BA Agreement, and shall make such Accounting Information available to CE within five (5) business days of a request.

4.4 **Survival**. The obligations of BA under this Article IV shall survive the termination of the business relationship between the parties and/or the BA Agreement.

ARTICLE V: MISCELLANEOUS

5.1 **Assistance**. In the event of an administrative or judicial action commenced against CE where BA may be at fault, in whole or in part, as the result of its performance under this BA Agreement, BA agrees to defend or to cooperate with CE in the defense against such action.

5.2 **Subcontracts and Assignment**. BA shall not subcontract its obligations, assign its rights, or delegate its duties under this BA Agreement without the express written consent of CE.

5.3 **Amendment**. If any modification to this BA Agreement is required for conformity with federal or state law or if CE reasonably concludes that an amendment to this BA Agreement is required because of a change in federal or state law, or by reason of CE's status as a business associate of another covered entity, CE shall notify BA of such proposed modification(s) ("Required Modifications"). Such Required Modifications shall be deemed accepted by BA and this BA Agreement so amended, if BA does not, within thirty (30) calendar days following the date of the notice, deliver to CE its written rejection of such Required Modifications. If BA submits a written rejection of the Required Modification, CE may terminate its business relationship with BA upon thirty (30) calendar days written notice, or such longer period as may be required by law. Other modifications to this BA Agreement may be made on mutual agreement of the parties.

5.4 **Business Relationship**. Except as specifically required to implement the purposes of this BA Agreement, and except to the extent inconsistent with this BA Agreement, all terms of the business relationship between the parties shall remain in full force and effect. In the event of a conflict between the terms of the business relationship between the parties and this BA Agreement, this BA Agreement shall control.

5.5 **Ambiguity**. Any ambiguity in this BA Agreement relating to the Use and Disclosure of PHI shall be resolved in favor of a meaning that furthers the obligations to protect the privacy and security of the PHI, whether electronic or other medium, in accordance with the Privacy Rule.

5.6 **Primacy**. To the extent that any provisions of this BA Agreement conflict with the provisions of any other agreement or understanding between the parties, this BA Agreement shall control with respect to the subject matter of this BA Agreement.

5.7 **Third Party Beneficiaries**. Except as expressly provided for in this BA Agreement or the Privacy Rule, there are no third party beneficiaries to this BA Agreement.

5.8 **Independent Contractors**. No provision of this BA Agreement is intended to create, nor shall be deemed or construed to create, any employment, agency or joint venture relationship between CE and BA other than that of independent entities contracting with each other hereunder solely for the purpose of effectuating the provisions of this BA Agreement. None of the parties nor any of their respective representatives shall be construed to be the agent, employer, or representative of the other. The parties have reviewed the factors to determine whether an agency relationship exists under the federal common law of agency and it is not the intention of either CE or BA that BA constitute an "agent" under such common law.

5.9 **Counterparts; Facsimiles**. This BA Agreement and any exhibits hereto may be executed in one or more counterparts; each counterpart shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.10 **Notices**. All notices required or permitted to be given under this BA Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by nationally recognized overnight delivery service, or by registered or certified mail, postage prepaid, addressed as follows:

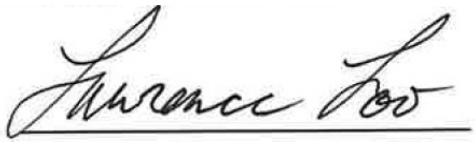
If to CE:		If to BA:
Title:	General Counsel	Title: _____
Address:	445 Grant Avenue, Suite 700 San Francisco, CA 94108	Address: _____ _____

Notice shall be deemed to have been given upon transmittal thereof as to those personally delivered, upon the first day after mailing as to those sent by nationally recognized overnight delivery service, and upon the third day after mailing as to those sent by United States Mail. The above addresses may be changed by giving notice in the manner provided for above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this BA Agreement as of the Effective Date.

CE

By: 

Name: Lawrence Loo, MPH

Title: Chief Executive Officer

BA

By:_____

Name:_____

Title: _____

(Updated: CCHP AGENT/BROKER AGREEMENT EXHIBIT) SCHEDULE OF COMMISSIONS
FOR POLICIES EFFECTIVE ON OR AFTER 8/1/2026

EMPLOYER GROUP PLANS (1 - 50 employees)	
PERCENTAGE OF TOTAL PAID PREMIUM	
1st Year	6.5%
2nd Year	6.2%
3rd Year	5.9%
4th Year	5.6%
5th Year	5.3%
6th Year+	5.0%

MID-SIZE EMPLOYER GROUP PLANS (51-100 employees)	
PERCENTAGE OF TOTAL PAID PREMIUM	
1st Year and Renewal	5.0%

LARGE GROUP PLANS (101 + employees)
PERCENTAGE OF TOTAL PAID PREMIUM
NEGOTIABLE

When annualized premium for a single group reaches $500,001 or more in a contract year, the commission is reduced to 1.0% for amounts over $500,001 for that group. Annual premiums are per group, not aggregate. The applicable group commission schedule is based on the number of eligible employees on the effective date of a new group or each year when a group renews and will stay at that rate for the contract year.

MEDICARE ADVANTAGE PLANS		
PER CONTRACT (APPLICATION)	**FIRST YEAR**	**RENEWAL**
SENIOR & VALUE (H0571-001, 007, 010, 011) PER MONTH:	$60	$30
* Per CMS requirements, CCHP must recoup any commission payments upon the disenrollment of a Medicare member within the first three months of his/her plan enrollment.	(Up to $720 in the first twelve months	(Up to $360 in each renewal year)
SELECT (D-SNP) (H0571-005) PER MONTH:	$72	$36
If enrolled between the beginning of the year and mid-year, it will be paid $864 ($72/mon, rolling 12 months).	(Up to $864 in the first twelve months	(Up to $432 in each renewal year)

FOR POLICIES EFFECTIVE ON OR AFTER 1/1/2027

INDIVIDUAL AND FAMILY PLANS		
PER MEMBER	**FIRST YEAR**	**RENEWAL**
PER MONTH:	$20 (Up to $240 in the first twelve months)	$17 (Up to $204 in each renewal year)

Commissions are only paid to the broker/agent of record. The Schedule of Commissions applies to all health, riders, supplemental, and ancillary products sold through and billed by CCHP. Schedule of Commission is subject to the terms of the CCHP Agent/Broker Agreement and applicable state and federal laws.

Approved by:



Lawrence Loo, MPH

Chief Executive Officer