



Molina Healthcare Onboarding Intake Form

Demographics

Agent Information

Name _____ Title _____
 NPN _____ SSN _____
 Email _____ Date of Birth _____

Home Address

Address (Home) _____
 City _____ State _____ Zip _____
 Phone (Home) _____

Business Address

Address (Business) _____
 City _____ State _____ Zip _____
 Phone (Business) _____ Fax _____

Preferred Mailing Address:

Home

Business

Errors & Omissions Policy

Carrier _____ Coverage Amount _____
 Policy Effective Date _____ Policy Term Date _____

Agent Hierarchy

GA Name: none
 MGA Name: none
 FMO Name: none
 NDP Name: Plan Advisors



Molina Healthcare Onboarding Intake Form

Agent State Insurance License

Indicate which states appointed for Molina Healthcare Inc.

State	License Name	License Number	Effective Date	Term Date	Resident State? (Check only one.)
California					<input type="checkbox"/>
Florida					<input type="checkbox"/>
Idaho					<input type="checkbox"/>
Michigan					<input type="checkbox"/>
New Mexico					<input type="checkbox"/>
Texas					<input type="checkbox"/>
Utah					<input type="checkbox"/>
Virginia					<input type="checkbox"/>
Washington					<input type="checkbox"/>
Wisconsin					<input type="checkbox"/>

MOLINA MEDICARE GENERAL AGENT AGREEMENT

This General Agent Agreement (“Agreement”) is made and entered into by and between Molina Healthcare, Inc., on behalf of its wholly owned health plans that are set forth on the signature page (collectively, “Molina Healthcare”) and _____ (“General Agent”), effective _____, 2017 (“Effective Date”). General Agent and Molina Healthcare are each referred to as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, General Agent is a brokerage and includes a principal who will be licensed to market and sell Medicare Advantage products.

WHEREAS, Molina Healthcare desires to contract with General Agent to market and sell Molina Healthcare’s Medicare Advantage products.

NOW, THEREFORE, in consideration of the promises, covenants and warranties stated herein, the Parties agree as follows:

Article 1 Definitions

- 1.1 **Beneficiary** means a person enrolled in Molina Medicare or a person that General Agent or its Participating Producers are to market/sell Molina Medicare.
- 1.2 **Broker Manual** means Molina Healthcare’s policies, procedures, documents, educational materials, setting forth Molina Healthcare’s requirements and rules that General Agent and its Participating Producers are required to follow and is an incorporated document of this Agreement.
- 1.3 **Centers for Medicare and Medicaid Services (CMS)** means the government agency responsible for administering the Medicare Advantage program.
- 1.4 **CMS Requirement(s)** means the requirements of governmental agencies for the Medicare Advantage government program.
- 1.5 **General Agent** means a brokerage that falls within one of the hierarchy levels accepted by Molina Healthcare and that includes a principal who will be licensed to market and sell Medicare Advantage products.
- 1.6 **Initial Year Compensation** means the compensation paid for the GA Override and to the Participating Producer for a Medicare Advantage enrollment when it meets the CMS Requirements for an Initial Year Compensation. The Initial Year Compensation shall never extend beyond December 31 of each calendar year regardless of when the Beneficiary

enrolled with Molina Healthcare.

- 1.7 **Law** means all statutes, codes, and regulations applicable to this Agreement.
- 1.8 **Molina Medicare** collectively refers to the MA-PD plans offered by Molina Healthcare under various trade names that include, but are not limited to Molina Medicare Options, and Molina Medicare Options Plus.
- 1.9 **Participating Producers** means producers and any brokers or agents that market and sell Molina Medicare pursuant to an independent contractor or employment arrangement with General Agent.
- 1.10 **Rapid Disenrollment** means an individual who disenrolls from Molina Healthcare or changes plans within Molina Healthcare during the first three (3) months of enrollment.
- 1.11 **Renewal Compensation** means the compensation paid for the GA Override and to the Participating Producer for a qualified enrollment when it meets the CMS Requirements for a Renewal Compensation.

Article 2

General Agent Responsibilities

- 2.1 **Downstream Compliance.** General Agent shall ensure that General Agent and its Participating Producers comply with the terms of this Agreement, CMS Requirements, the Law, and the Broker Manual. Upon request, Molina Healthcare may request the agreement between the General Agent and its Participating Producers to ensure compliance with CMS Requirements, the Law, and the Broker Manual.
- 2.2 **Marketing.** Upon Molina Healthcare's approval, General Agent agrees that General Agent and its Participating Producers will market and sell Molina Medicare in accordance with the terms and conditions of this Agreement, CMS Requirements and the Broker Manual.
- 2.3 **Application Services.**
 - a. General Agent agrees to review each completed application and to the best of General Agent's ability ensure that the facts set forth by the Beneficiary are true and correct.
 - b. The Participating Producer that writes the application shall also sign the application and obtain the Beneficiary's signature on the application.
 - c. A copy of each application shall be sent to Molina Broker Support Unit within two (2) calendar days of the Beneficiary's signature. Hard copy applications shall be faxed to (844) 541- 6848 within the abovementioned timeframe.

- d. Molina Healthcare may decline acceptance of any application deemed not acceptable by Molina or CMS, as Molina Healthcare shall determine in its sole discretion.

2.4 **Use of Marks.** General Agent and its Participating Producers shall not broadcast, publish or distribute any advertisements or other material relating to Molina Healthcare or for agent recruitment efforts that was not originated by Molina Healthcare, nor use the name, trademark or logo of Molina Healthcare (“Marks”) in any way or manner without Molina Healthcare’s prior written consent, in which case such use is only permitted as specifically authorized in writing by Molina Healthcare. General Agent acknowledges Molina Healthcare’s ownership of its Marks, and agrees that it will do nothing inconsistent with such ownership. All use of Marks by General Agent and all goodwill developed therefrom shall inure to the benefit of and be on behalf of the Molina Healthcare or its affiliates. General Agent agrees that nothing herein shall give General Agent any right, title, or interest in or to any Marks, other than the right to use the Marks in accordance with any written authorization provided by the Molina Healthcare. If General Agent receives written authorization to use any Marks, it will cause to appear on all materials bearing any such Mark such reasonable and customary legends, markings, and notices as the Molina Healthcare may request in order to give appropriate notice of any service mark or other rights. General Agent acknowledges that the Molina Healthcare reserves the right to revoke any written consent to General Agent’s use of any of the Marks at its discretion, at any time and for any reason. The right to use any Marks shall terminate automatically upon termination of the Agreement unless terminated earlier by the Molina Healthcare.

2.5 **Promotional and Descriptive Materials.** General Agent shall use only Molina Healthcare’s promotional and descriptive material that have been approved by Molina Healthcare and/or CMS, and shall not use any promotional or descriptive materials that have not been approved by Molina Healthcare and/or CMS. General Agent shall not modify or incorporate any non-approved materials into any approved promotional and descriptive materials without Molina Healthcare’s prior written consent. General Agent may incur expenses preparing, producing or reproducing approved materials and such expenses may be reimbursable, subject to Molina Healthcare’s approval, pursuant to Section 4.4. In the event this Agreement terminates, General Agent shall return to Molina Healthcare all promotional and descriptive materials. These restrictions on promotional and descriptive material include, but are not limited to, enrollment materials, internet communications, and any type of electronic or written communications that represent Molina Healthcare, brochures, telephone directory advertisements, and General Agent company listings.

2.6 **Representations, Modifications and Amendments.** General Agent shall not (i) make any representations with respect to Molina Healthcare except such representations as are explicitly set forth in Molina Healthcare’s promotional and descriptive material; (ii) make any oral or written amendments, alterations, modifications or waivers of any of the terms or conditions in Molina Healthcare’s promotional and descriptive material; or (iii) bind or

attempt to bind Molina Healthcare in any way except as expressly stated herein or in Molina Healthcare's promotional and descriptive material.

- 2.7 **Oversight.** General Agent shall participate in Molina Healthcare's oversight and ongoing monitoring of General Agent's performance of the services described in this Agreement, whether such oversight activities are performed by Molina Healthcare or its agents, as set forth below and per the Broker Manual. General Agent shall provide access to any books and records relating to provision of services under this Agreement upon request. General Agent shall participate in Molina Healthcare's education and training programs. General Agent shall permit Molina Healthcare to ride along with each Participating Producer at the frequency determined by Molina Healthcare. Molina Healthcare may require General Agent's management and Participating Producers to attend regular or ad hoc meetings to discuss any questions or issues. General Agent shall cause any Participating Producer to cease marketing and selling Molina Medicare upon notice.
- 2.8 **Sales Surveys.** Molina Healthcare may conduct post sales Beneficiary telephone surveys. The average score on the post sales surveys must remain above 85% for each Participating Producer and each General Agent. Any Participating Producer or General Agent who achieves a score of less than 85% will be suspended from marketing and selling Molina Medicare and may be reinstated by Molina Healthcare in its sole discretion after receiving additional training.
- 2.9 **Licensure.** General Agent represents and warrants that General Agent and General Agent's Participating Producers possess all insurance licenses, certifications, and registrations required by law to perform the services described in this Agreement. General Agent and General Agent's Participating Producers shall maintain any such licenses, certifications and registrations at General Agent's sole cost and expense. General Agent shall immediately notify Molina Healthcare of any termination, suspension, expiration, disciplinary action or investigation of any license or any violation of insurance consumer protection or other laws or regulations about General Agent or its Participating Producers. General Agent shall terminate any Participating Producer's provision of services under this Agreement immediately upon General Agent or Molina Healthcare discovering that the Participating Producer's license, certification or registration has been suspended, terminated or revoked.
- 2.10 **Separate Funds.** General Agent and its Participating Producers shall not accept or receive funds on behalf of Molina Healthcare from any Beneficiary or CMS.
- 2.11 **Regulatory Compliance.** General Agent agrees any marketing and selling by General Agent and its Participating Producers must be done in accordance with all CMS Requirements and Law. Furthermore, General Agent agrees that General Agent and its Participating Producers will comply with all applicable Laws and CMS requirements.
- 2.12 **Marketing Through Unsolicited Contacts.** General Agent acknowledges and agrees that unsolicited contact with Beneficiaries is prohibited, including but not limited to the following:

- a. Outbound marketing calls, unless the Beneficiary requested the call. This includes contacting existing Beneficiaries to market and sell other Medicare products, except as permitted by Law. General Agent must supply proof of Beneficiary request for outbound contact if asked by Molina Healthcare;
- b. Calls to former Beneficiaries who have disenrolled, or to current Beneficiaries that are in the process of voluntarily disenrolling, to market or sell plans or products, except as permitted by Law;
- c. Calls to Beneficiaries to confirm receipt of mailed information, except as permitted by Law;
- d. Calls to Beneficiaries to confirm acceptance of appointments made by third parties or independent Producers;
- e. Approaching Beneficiaries in common areas (i.e. parking lots, hallways, lobbies, etc.); and
- f. Calls or visits to Beneficiaries who attended a sales event, unless the Beneficiary gave express permission at the event for a follow-up call or visit.

2.13 **Cross-Selling.** General Agent acknowledges and agrees that marketing non-health related products to prospective Beneficiaries during any Medicare Advantage or Part D sales activity or presentation is considered cross-selling and is a prohibited activity and shall ensure its Participating Producers do not participate in this activity.

2.14 **Scope of Appointments.** General Agent shall ensure that General Agent and its Participating Producers will not market any health care related product during a marketing appointment beyond the scope that the Beneficiary agreed to before the meeting. Examples of distinct lines of business include Medicare Advantage, Medicare Prescription Drug Plan or Cost Plan Products. General Agent shall ensure that the General Agent and its Participating Producers document the scope of the agreement forty-eight (48) hours prior to the appointment, when practicable. Documentation of the scope of agreement can be in writing or a recorded oral agreement. The Scope of Appointment documentation and requirements must be in compliance with Law and CMS Requirements. If the General Agent or its Participating Producers would like to discuss additional products during the appointment in which the Beneficiary indicated interest, but did not agree to discuss in advance, the General Agent or Participating Producers must document a second scope of appointment for the additional product type to the continue the appoint.

2.15 **Sales/Marketing in Health Care Settings.** General Agent acknowledges and agrees that neither General Agent nor its Participating Producers may conduct marketing activities in healthcare settings except in common areas. Common areas shall follow the definition as

defined by CMS. If a marketing activity will occur within a healthcare setting it must follow CMS Requirements and the Broker Manual. General Agent and Molina Healthcare are permitted to schedule appointments with Beneficiaries residing in long-term care facilities only upon request by the Beneficiary.

- 2.16 **Sales/Marketing at Educational Events.** General Agent acknowledges and agrees that educational events may not include marketing activities. Any educational event must be hosted in a public venue and must be explicitly advertised as an educational event.
- 2.17 **Prohibition on Provision of Meals.** General Agent acknowledges and agrees that neither General Agent nor its Participating Producers shall provide prospective Beneficiaries with meals, or have meals subsidized, at any event or meeting at any marketing events and all such activities will follow CMS Requirements. Prospective Beneficiaries may be provided refreshments and light snacks in accordance with Law and CMS Requirements.
- 2.18 **Records.** General Agent shall keep full and complete records of all transactions pertaining to this Agreement and any and all other records pertaining to enrollments submitted and accepted hereunder and any and all other records that may be required by Law or any governmental entity in accordance with the timeframes required by Law or CMS Requirement. General Agent shall ensure that its Participating Producers are in compliance with this provision.
- 2.19 **Beneficiary Communications.** General Agent shall forward to Molina Healthcare full particulars of any inquiries, information or correspondence it receives from Beneficiaries within two (2) business days of receipt by General Agent or its Participating Producers. In the event any grievance or expression of dissatisfaction is received from a Beneficiary, Molina Healthcare shall be informed in writing no later than the following business day. General Agent shall forward information to Beneficiaries within two (2) business days of Molina Healthcare's request.
- 2.20 **Molina Leads.** In the event Molina Healthcare and General Agent or its Participating Producers contact the same Beneficiary regarding Molina Medicare, upon written notice from Molina Healthcare, General Agent and its Participating Producers shall cease all marketing activities directed to that individual.
- 2.21 **HIPAA.** General Agent and its Participating Producers will comply with all Laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Broker Manual, and CMS Requirements regarding privacy and confidentiality of a Beneficiary's protected health information..
- 2.22 **Non-Solicitation, Beneficiaries.** General Agent and its Participating Producers shall not unilaterally solicit or encourage Beneficiaries to select another health plan for the primary purpose of securing financial gain for General Agent or its Participating Producers. Nothing in this provision is intended to limit General Agent or its

Participating Producers ability to fully inform individuals of all available health plan options.

- 2.23 **Suspension of Marketing Privileges.** In the event Molina Healthcare determines in its sole discretion that suspension of marketing privileges of General Agent or any of its Participating Producers is in the best interests of Molina Healthcare or its Beneficiaries, Molina Healthcare shall notify General Agent, and within two (2) business days of receiving such notice, or such shorter time period identified in the notice, General Agent shall ensure any Participating Producer or General Agent identified in the notice ceases to market Molina Medicare. General Agent shall further ensure that such Participating Producer or General Agent does not recommence marketing Molina Healthcare until such time as Molina Healthcare notifies General Agent that the Participating Producer or General Agent's marketing privileges shall be reinstated.
- 2.24 **Rapid Disenrollment/Churning.** General Agent agrees to ensure that the Rapid Disenrollment rate for Medicare Advantage enrollments for each General Agent and each of its Participating Producers as measured each calendar month, does not exceed five percent (5%).
- 2.25 **Participating Producer Appointment Application.** General Agent shall ensure that each Participating Producer that desires to market Molina Medicare shall complete the Participating Producer Appointment Application set forth at Exhibit B, and satisfy all Molina Healthcare requirements, including but not limited to, passing a background check, providing proof of licensure, and providing proof of insurance coverage.
- 2.26 **Training, Testing.** General Agent shall ensure that General Agent and each Participating Producer that desires to market Molina Medicare shall receive Molina Medicare training and must obtain a passing grade for each test that is in compliance with Law, Government Program Requirements and Molina Healthcare's policies and procedures.
- 2.27 **Authorization.** General Agent shall ensure that General Agent and each Participating Producer shall not commence marketing Molina Medicare until Molina Healthcare approves each General Agent and Participating Producer in writing. Molina Healthcare reserves the right to reject any application that is submitted by General Agent or Participating Producer for any reason.
- 2.28 **Notice of Termination.** General Agent shall notify Molina Healthcare in the event any previously approved Participating Producer ceases marketing Molina Medicare.
- 2.29 **Broker Manual.** General Agent and its Participating Producers will comply with the Broker Manual, which is incorporated by reference into this Agreement and may be unilaterally amended from time to time by Molina Healthcare.
- 2.30 **Unrestricted Status.** General Agent represents as of the Effective Date of this Agreement that, to its best knowledge, information, and belief, neither it, nor any of its employees,

Participating Producers, temporary employees, volunteers, consultants and members of its board of directors, officers or contractors (collectively, “Personnel”) have been excluded from participation in the Medicare Program, any state or the District of Columbia’s Medicaid Program, or any other federal health care program (collectively “Federal Health Care Program”). General Agent agrees that it must check the Department of Health and Human Services Office of Inspector General List of Excluded Individuals and Entities (“LEIE” list), the General Services Administration Excluded Parties Lists System (“EPLS”) and every state and the District of Columbia’s Medicaid exclusion lists to determine whether General Agent or any of its Personnel have been excluded from participation in any Federal Health Care Program. These databases must be checked for any new Personnel and thereafter not less than monthly. General Agent shall notify Molina Healthcare immediately in writing if General Agent determines that General Agent or any of its Personnel are suspended or excluded from any Federal Health Care Program. General Agent agrees that it is subject to 2 CFR Part 376 and shall require its Personnel to agree that they are subject to 2 CFR Part 376. If a governmental agency imposes a financial adjustment or penalty on Molina Healthcare due to General Agent’s non-compliance with this provision, Molina Healthcare shall not be obligated to provide subsequent payments owed to General Agent under this Agreement and Molina Healthcare shall treat any prior payments, financial adjustments or penalties assessed as an overpayment, as described in Section 4.5.

Article 3 **Molina Healthcare’s Responsibilities**

- 3.1 **Promotional and Descriptive Material.** Molina Healthcare shall provide General Agent with all CMS-approved promotional and descriptive material to be used in connection with marketing Molina Medicare. Molina Healthcare shall also provide General Agent with any and all forms to be used in connection with enrollment and the provision of other services under this Agreement. General Agent shall be responsible for providing all forms noted in this provision to its Participating Producers.
- 3.2 **Enrollment.** Molina Healthcare shall receive completed enrollment applications from General Agent and shall review such applications with respect to Molina Healthcare’s enrollment criteria and submit complete applications to CMS. Molina Healthcare reserves the right to accept or reject any enrollment application, regardless of any determination made by General Agent regarding completeness or eligibility.
- 3.3 **Oversight.** Molina Healthcare maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of Molina Healthcare’s contract with CMS. Molina Healthcare shall, on an ongoing basis, monitor General Agent and its Participating Producers performance directly or through an auditing or consulting firm engaged by Molina Healthcare. In the event General Agent or its Participating Producers fail to adequately perform the services described herein, Molina Healthcare may require corrective action or terminate the Agreement
- 3.4 **State Appointments.** Molina Healthcare is required to comply with state appointment

laws, and as part of that obligation is required to report the termination of General Agent or any of its Participating Producers and the reasons for the termination to the State in which the General Agent or its Participating Producers have been appointed in accordance with the State appointment law.

3.5 **Training, Testing.** Molina Healthcare acknowledges and agrees that General Agent and all Participating Producers marketing and selling Molina Medicare shall be trained on Medicare rules and regulations and on plan details specific to Molina Medicare. Molina Healthcare acknowledges and agrees that it shall ensure that General Agents and all Participating Producers marketing and selling Molina Medicare are tested annually on their knowledge of Medicare rules and regulations, as well as, on the plan specific details of Molina Medicare. In order to market and sell Molina Medicare, a General Agent and Participating Producer should receive a score that is in accordance with Molina Healthcare's Broker Manual on all required trainings.

3.6 **Release and Constructive Release by General Agent.**

- a. For purposes of this Agreement, "Release" means a signed, written statement by General Agent that its arrangement with a Participating Producer is terminating. General Agent shall send an email to broker@molinahealthcare.com with a copy of such Release. For purposes of this Agreement, "Constructive Release" means that a Participating Producer with whom General Agent has an arrangement did not market or sell any Molina Medicare products during the previous six (6) month period, and as a result Molina Healthcare will consider that a release of that Participating Producer by the General Agent once the Participating Producer completes the release form and emails it to broker@molinahealthcare.com. "Release Date" means the date that the Participating Producer is effectively released from the General Agent after receiving the Release or Constructive Release.
- b. If a Participating Producer wishes to market or sell Molina Medicare on behalf of a different General Agent or as an independent producer, that Participating Producer must obtain a Release or Constructive Release. Molina Healthcare will not appoint or authorize a Participating Producer to market or sell any Molina Medicare on behalf of a different general agent or as an independent producer unless such Release or Constructive Release is obtained.
- c. If the Release or Constructive Release is received before or on the 15th of the month, the Release Date shall be the first day of the month following receipt of the Release or the Constructive Release. As an example, if the Release or Constructive Release is received by Molina Healthcare on May 5, 2017, then the Release Date will be June 1, 2017. If the Release or Constructive Release is received after the 15th of the month the Release Date shall be effective the first day of the second month following receipt of the Release or the Constructive Release. As an example, if the Release or Constructive Release is received by Molina Healthcare on the May 16, 2017, then the Release Date will be July 1, 2017. At any time after the Release Date, Molina Healthcare shall have the right to appoint or otherwise authorize the Participating

Producer to market or sell Molina Medicare on behalf of a different general agent or as an independent producer.

- d. General Agent shall only receive compensation on any Molina Medicare enrollment produced by Participating Producer prior to the Release Date. Such commissions shall be governed by the terms of this Agreement and Molina Healthcare policy.
- e. A Release and Constructive Release will not be processed during the Annual Enrollment Period, specifically between September 1 and January 15, and the Release Date will be February 1 for any Release or Constructive Release received during the Annual Enrollment Period.
- f. For any Constructive Release the time will continue to toll during the Annual Enrollment Period.

Article 4 Compensation

- 4.1 **Compensation.** In exchange for performing the services described herein, General Agent shall be eligible to receive the compensation described in Exhibit A, if it is in compliance with all terms of this Agreement. General Agent is solely responsible for compensating any Participating Producer that enrolls a Molina Medicare beneficiary pursuant to the terms of this Agreement if the Compensation Schedule outlines that as a responsibility of the General Agent. Molina Healthcare is not responsible for compensating any Participating Producers, unless that is a responsibility of Molina Healthcare in the Compensation Schedule.
- 4.2 **Waiver of Objections to Commissions.** General Agent agrees that all objections to any monthly statement provided to General Agent by Molina Healthcare shall be waived unless General Agent gives Molina Healthcare notice of the objections within thirty (30) days of General Agent's receipt of the statement.
- 4.3 **Splitting Commissions.** General Agent agrees that under no circumstances may General Agent give any part of any Molina Healthcare compensation to any individual or to any other third party who assisted General Agent in making a sale who is not licensed or otherwise eligible under applicable law to receive such commission. General Agent acknowledges and agrees that Molina Healthcare does not pay split commissions.
- 4.4 **Expenses.** Molina Healthcare agrees to reimburse General Agent's reasonable expenses, as approved in writing in advance by Molina Healthcare.
- 4.5 **Overpayments.** In the event of an overpayment, Molina Healthcare may recover the amount owed by: (i) recoupment; or (ii) by chargeback. If required, such recoupment or chargeback will be done in a manner that is compliant with Laws and CMS Requirements. Furthermore, Molina Healthcare may delegate the function of collecting any recoupments

or chargebacks to the General Agent for chargebacks or recoupments that are applicable to any of General Agent's Participating Producers. As a material condition to Molina Healthcare's obligations under this Agreement, General Agent agrees the recoupment and chargeback rights set forth in this Agreement will be deemed to be and to constitute rights of chargeback and recoupment authorized under Law or in equity to the maximum extent legally permissible. Such rights will not be subject to any requirement of prior or other approval from a court or other governmental agency that may now or hereafter have jurisdiction over Molina Healthcare or General Agent. This section will survive any termination.

- a. **Rapid Disenrollments.** Molina Healthcare will charge back or recoup the full amount of compensation when there is a Rapid Disenrollment and such Rapid Disenrollment does not meet one of the exceptions listed in Chapter 3, Section 120.4.3, or applicable section of the Medicare Managed Care Manual.
 - b. **Disenrollments and Retro-disenrollments.** For any disenrollment or retro-disenrollment that is not a Rapid Disenrollment, Molina Healthcare will charge back or recoup commissions if compensation has already been paid after the beneficiary's disenrollment date.
- 4.6 **Hold Harmless.** General Agent agrees that in no event, including, but not limited to, nonpayment by Molina Healthcare or the insolvency or breach of this Agreement by Molina Healthcare, shall General Agent bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Beneficiary or other person, other than Molina Healthcare, acting on a Beneficiary's behalf, for payments that are the financial responsibility of Molina Healthcare under the Agreement.

Article 5 Term and Termination

- 5.1 **Term.** This Agreement will commence on the Effective Date and will continue in effect until terminated by either Party in accordance with the provisions of this Agreement.
- 5.2 **Termination without Cause.** Either Party may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to the other Party.
- 5.3 **Termination for Cause.** Either Party may terminate this Agreement upon fifteen (15) days prior written notice to the other Party if the Party to whom such notice is given is in breach of this Agreement and such breach is not cured to the non-breaching Party's satisfaction within the fifteen (15) day notice period.
- 5.4 **Immediate Termination.** Molina Healthcare may terminate this Agreement immediately upon notice if General Agent, in the opinion of Molina Healthcare (i) violates any Laws or CMS Requirement; (ii) is accused in writing of violating any

Laws or CMS Requirement; (iii) engages in behavior that is unethical, fraudulent or harms the reputation of Molina Healthcare; (iv) makes a general assignment for the benefit of creditors or files a petition in bankruptcy; (v) General Agent's license or any other certification is limited, suspended or revoked; (vi) General Agent fails to maintain adequate insurance; (vii) General Agent is excluded or suspended from participating in state or federal health care programs; and (viii) death of General Agent occurs.

5.5 Continuing Commission Payments Following Termination.

- a. Molina Healthcare's obligation to pay General Agent any commissions shall cease as of the date of General Agent's assignment, sale or transfer of its brokerage business or of its rights under this Agreement without the prior written consent of Molina Healthcare. Notwithstanding the previous sentence, in the event that there is the death of the General Agent, Molina Healthcare will continue paying commissions if the General Agent's assets are assigned to another party and that party is approved by Molina Healthcare to sell and market Molina Medicare.
- b. In the event either Party terminates this Agreement pursuant to Section 6.2, Molina Healthcare will continue paying General Agent any commissions on Beneficiaries enrolled by General Agent or its Participating Producers as of the effective date of termination.
- c. In the event either Party terminates this Agreement under any of the circumstances set forth in Section 6.3 or Section 6.4, Molina Healthcare shall cease paying General Agent any commissions on Beneficiaries enrolled by General Agent or its Participating Producers as of the effective date of termination.

- 5.6 Communications Following Termination.** In the event of termination or notice of termination of this Agreement, the Parties agree that they will not thereafter make any written or oral statements or communications to Beneficiaries that disparage or criticize the other Party or the quality of services provided thereby.

Article 6 Miscellaneous

- 6.1 Confidential Information.** General Agent and its Participating Producers will treat as trade secrets and as confidential information any and all information concerning Beneficiaries and Molina Healthcare's business, strategies, technologies, products, techniques, methods, systems, price-books, compensation, rating tools, plans or policies, and terms of this Agreement ("Trade Secrets and Confidential Information"). General Agent and its Participating Producers will not, during the term of this Agreement or at any time thereafter, disclose any Trade Secrets and Confidential Information, in whole or in part, to any person, firm or corporation for any reason or purpose whatsoever, or use such information in any capacity other than in the performance of its obligations under this Agreement and in furtherance of Molina Healthcare's interests. General Agent shall

implement appropriate systems and controls that: (a) ensure the integrity and confidentiality of all Trade Secrets and Confidential Information; (b) protect against any anticipated threats or hazards to the security or integrity of all Trade Secrets and Confidential Information; and (c) protect against unauthorized access to, or use of, Trade Secrets and Confidential Information that could result in substantial harm or inconvenience to any Beneficiary. Upon termination of this Agreement, or sooner if requested by Molina Healthcare, General Agent will immediately deliver to Molina Healthcare all Trade Secrets and Confidential Information that was acquired, compiled or came into General Agent or its Participating Producers' knowledge, possession, custody or control in connection with performing the obligations under this Agreement. This provision shall survive termination of this Agreement for any reason.

6.2 **Insurance.** General Agent shall at all times maintain errors and omissions insurance from a carrier that is satisfactory to Molina Healthcare in amounts consistent with industry standards and Law, but not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate for a policy year for General Agent and its employees and Participating Producers. Furthermore, General Agent shall ensure that its Participating Producers maintain errors and omissions insurance from a carrier that is satisfactory to Molina Healthcare in amounts consistent with industry standards and Law, but not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate for a policy year. Upon the execution of this Agreement, annually, and upon request by Molina Healthcare at any time, General Agent shall provide Molina Healthcare with written proof that satisfies the foregoing requirements.

6.3 **Independent Contractor.** General Agent is at all times an independent contractor with respect to Molina Healthcare. Nothing contained herein is intended to create, nor shall it be construed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement; neither is this Agreement intended, except as may otherwise be specifically set forth, to create a relationship of agency, representation, joint venture, or employment between the Parties. The Parties agree that no payroll or employment taxes of any kind shall be withheld or paid with respect to payments to General Agent under this Agreement. The payroll or employment taxes that are the subject of this section include, but are not limited to, FICA, FUTA, federal personal income tax, state income tax, and state unemployment insurance tax. General Agent shall pay any payroll or employment taxes that are due to any taxing authority by virtue of General Agent's work under this Agreement. General Agent shall comply with the applicable workers' compensation laws.

6.4 **Indemnification.** Each Party shall indemnify and hold harmless the other Party and its officers, directors, shareholders, employees, agents, and representatives from any and all liabilities, losses, damages, claims, and expenses of any kind, including costs and attorneys' fees, which result from the duties and obligations of the indemnifying Party and/or its officers, directors, shareholders, employees, agents, and representatives under this Agreement.

- 6.5 **Dispute Resolution.** Any claim or controversy arising out of or in connection with this Agreement shall be resolved, to the extent possible, within forty-five (45) days through informal meetings and discussions between appropriate representatives of the Parties. Any remaining claim or controversy shall be resolved through binding arbitration conducted by a single arbitrator in accordance with the AAA Commercial Arbitration Rules, then in effect, in Long Beach, California. The Parties shall conduct a mandatory settlement conference at the initiation of arbitration, to be administered by AAA. The arbitrator shall have no authority to award damages or provide a remedy that would not be available to such prevailing Party in a court of law or award punitive or liquidated damages. Each Party shall bear its own costs and expenses, including its own attorneys' fees, and shall bear an equal share of the arbitrator's and administrative fees. The Parties agree to accept any decision by the arbitrator as a final determination of the matter in dispute, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration must be initiated within one (1) year of the earlier of the date the claim or controversy arose, was discovered, or should have been discovered with reasonable diligence; otherwise it shall be deemed waived. The use of binding arbitration shall not preclude a request for equitable and injunctive relief made to a court of appropriate jurisdiction.
- 6.6 **Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 6.7 **Assignment.** General Agent shall not assign, sell or transfer this Agreement or any interest herein without the prior written consent of Molina Healthcare, and any unauthorized assignment or transfer of this Agreement or any interest therein shall be null and void.
- 6.8 **Waiver.** A failure or delay of a Party to exercise or enforce any provision of this Agreement will not be deemed a waiver of any right of that Party. Any waiver must be specific, in writing, and executed by the Parties.
- 6.9 **Severability.** If a term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated as a result of such decision.
- 6.10 **Amendment.** Molina Healthcare may, without General Agent's consent, immediately amend this Agreement to maintain consistency and/or compliance with any Law, policy, directive, or CMS Requirement. Molina Healthcare may otherwise amend this Agreement upon thirty (30) days' prior written notice to General Agent. If General Agent does not deliver to Molina Healthcare a written notice of rejection of the amendment within that thirty (30) day period, the amendment shall be deemed accepted by and shall be binding upon General Agent.

6.11 **Notices.** All notices required or permitted by this Agreement, will be in writing and delivered: (i) in person; (ii) by U.S. Postal Service (“USPS”) registered, certified, or express mail with postage prepaid; (iii) by overnight courier that guarantees next day delivery; (iv) by facsimile transmission; or (v) by email. Notice is deemed given: (i) on the date of personal delivery; (ii) on the second day after the postmark date for USPS registered, certified, or express mail with postage prepaid; (iii) on the date of delivery shown by overnight courier; or (iv) on the date of transmission for facsimile or email.
If to General Agent:

Name:
Title:
Company:
Address:

Tel:
Fax:
Email:

If to Molina:

Attention:
Vice President, Medicare
Molina Healthcare, Inc.
200 Oceangate, Suite 100
Long Beach, CA 90802
Tel: 888-562-5442

With a copy to:

Attention:
Associate Vice President, Medicare Sales
Molina Healthcare, Inc.
200 Oceangate, Suite 100
Long Beach, CA 90802
Tel: 888-562-5442

6.12 **Third Party Beneficiary.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the Parties hereto and their successors and assigns.

6.13 **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of California.

6.14 **Entire Agreement.** This Agreement, including attachments, exhibits, addenda,

amendments, and incorporated documents or materials, contains the entire agreement between Molina Healthcare and General Agent relating to the rights granted and obligations imposed by this Agreement. Any prior agreements, promises, negotiations, or representations, either oral or written, between the Parties and relating to the subject matter of this Agreement are of no force or effect.

- 6.15 **Subcontracts.** To the extent General Agent performs its obligations through any subcontractor, the subcontractor shall be subject to the prior approval of Molina Healthcare, the subcontract shall be in writing, and the subcontract shall incorporate, and require the subcontractor to comply with, the terms of this Agreement.
- 6.16 **Non-Exclusivity.** This Agreement shall not be construed to be an exclusive agreement between General Agent and Molina Healthcare.
- 6.17 **Participating Producers.** General Agent understands and agrees that all Participating Producers are bound to the terms of this Agreement and shall ensure that all Participating Producers understand the terms of this Agreement. General Agent shall promptly provide notices that it receives from Molina Healthcare to Participating Producers.
- 6.18 **Non-discrimination.** Molina Healthcare, General Agent, and its Participating Producers shall not discriminate on the basis of race, color, national origin, disability, age, sex, gender identity, sexual orientation, or health status in the administration of the plan, including enrollment and benefit determinations.
- 6.19 **Execution in Counterparts and Duplicates.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree facsimile signatures, pdf signatures, photocopied signatures, electronic signatures, or signatures scanned and sent via email will have the same effect as original signatures.
- 6.20 **Force Majeure.** Neither Party will be liable or deemed to be in default for any delay or failure to perform any act under this Agreement resulting directly or indirectly, from acts of God, civil or military authority, acts of a public enemy, war, accident, fire, explosion, earthquake, flood, strikes by either Party's employees, or any other similar cause beyond the reasonable control of such Party.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have agreed to and executed this Agreement by their officers thereunto duly authorized as of the Effective Date. The individual signing below on behalf of General Agent acknowledges, warrants and represents that said individual has the authority and proper authorization to execute this Agreement on behalf of General Agent and Participating Producers and does so freely with the intent to fully bind General Agent and Participating Producers to the provisions of this Agreement.

Molina Healthcare, Inc.:

Signature:	
Name (Printed):	Britt Travis
Title (Printed):	Vice President, Medicare Sales
Signature Date:	

General Agent agrees to market and sell Molina Medicare on behalf of Molina Healthcare, Inc.'s, wholly-owned health plans identified by check mark below:

<input type="checkbox"/>	Molina Healthcare of California
<input type="checkbox"/>	Molina Healthcare of Florida, Inc.
<input type="checkbox"/>	Molina Healthcare of Idaho, Inc.
<input type="checkbox"/>	Molina Healthcare of Michigan, Inc.
<input type="checkbox"/>	Molina Healthcare of New Mexico, Inc.
<input type="checkbox"/>	Molina Healthcare of Ohio, Inc.
<input type="checkbox"/>	Molina Healthcare of Texas, Inc.
<input type="checkbox"/>	Molina Healthcare of Utah, Inc.
<input type="checkbox"/>	Molina Healthcare of Virginia, Inc.
<input type="checkbox"/>	Molina Healthcare of Washington, Inc.

	Molina Healthcare of Wisconsin, Inc.
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General Agent:

Signature:	
Name (Printed):	
Title (Printed):	
Signature Date:	

General Agent Information:

DBA:	
Taxpayer ID:	
Ins. Agent License Number:	
Expiration Date:	

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “BAA”), effective _____ (the “Effective Date”), is entered into by and between _____ (the “Business Associate”) and Molina Healthcare, Inc., its subsidiaries and affiliates (the “Company”) (each a “Party” and collectively the “Parties”).

WHEREAS, the Parties have engaged or intend to engage in one or more agreements (each, an “Agreement” and collectively, the “Agreements”) which may require the use or disclosure of PHI in performance of services described in such Agreement or Agreements (the “Services”) on behalf of the Company;

WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and any regulations promulgated thereunder (collectively the “HIPAA Rules”); and

WHEREAS, this BAA, in conjunction with the HIPAA Rules, sets forth the terms and conditions pursuant to which protected health information (in any format) that is created, received, maintained, or transmitted by, the Business Associate from or on behalf of the Company, will be handled between the Business Associate and the Company and with third parties during the term of the Agreement(s) and after its termination.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS

Unless otherwise provided for in this BAA, terms used in this BAA shall have the same meanings as set forth in the HIPAA Rules including, but not limited to the following: “Availability,” “Confidentiality,” “Data Aggregation,” “Designated Record Set,” “Health Care Operations,” “Integrity,” “Minimum Necessary,” “Notice of Privacy Practices,” “Required By Law,” “Secretary,” and “Subcontractor.” Specific definitions are as follows:

“Breach” shall have the same meaning as the term “breach” at 45 CFR 164.402.

“Business Associate” shall have the same meaning as the term “business associate” at 45 CFR 160.103 and in reference to the party to this BAA, shall mean the first party listed in the first paragraph of this BAA.

“Compliance Date” shall mean, in each case, the date by which compliance is required under the referenced provision of the HIPAA, the HITECH Act or the HIPAA Rules, as applicable; provided that, in any case for which that date occurs prior to the effective date of this BAA, the Compliance Date shall mean the effective date of this BAA.

“Electronic Protected Health Information” or “Electronic PHI” shall have the same meaning as the term “electronic protected health information” at 45 CFR 160.103.

“HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

“Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” at 45 CFR 160.103.

“Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information, set forth at 45 CFR Parts 160 and 164.

“Security Incident” shall have the same meaning as the term “security incident” at 45 CFR 164.304.

“Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information, set forth at 45 CFR Parts 160 and 164.

“Services” shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by the Business Associate to the Company under the Agreement(s), including those set forth in this BAA, as amended by written consent of the parties from time to time.

“Unsecured PHI” shall have the same meaning as the term “unsecured Protected Health Information” at 45 CFR 164.402.

2. GENERAL PROVISIONS

2.1 Effect. This BAA supersedes any prior business associate agreement between the Parties and those portions of any Agreement between the Parties that involve the disclosure of PHI by the Company to Business Associate. To the extent any conflict or inconsistency between this BAA and the terms and conditions of any Agreement exists, the terms of this BAA shall prevail.

2.2 Amendment. The Company may, without Business Associate’s consent, amend this BAA to maintain consistency and/or compliance with any state or federal law, policy, directive, regulation, or government sponsored program requirement, upon forty-five (45) business days’ notice to the Business Associate unless a shorter timeframe is necessary for compliance. The Company may otherwise materially amend this BAA only after forty-five (45) business days prior written notice to the Business Associate and only if mutually agreed to by the parties as evidenced by the amendment being executed by each party hereto. If the Parties fail to execute a mutually agreeable amendment within forty-five (45) days of the Business Associate’s receipt of the Company’s written notice to amend this BAA, the Company shall have the right to immediately terminate this BAA and any Agreement(s) between the Parties which may require the Business Associate’s use or disclosure of PHI in performance of services described in such Agreement(s) on behalf of the Company.

3. SCOPE OF USE AND DISCLOSURE

3.1 The Business Associate may use or disclose PHI as required to provide Services and satisfy its obligations under the Agreement(s), if such use or disclosure of PHI would not violate the Privacy Rule.

3.2 The Business Associate may not use or further disclose PHI in a manner that would violate the Privacy Rule if done by the Company, except that the Business Associate may use or disclose PHI as necessary:

- a. for the proper management and administration of the Business Associate as provided in Section 3.3; and
- b. to provide Data Aggregation services relating to the Health Care Operations of the Company if required under the Agreement.

3.3 The Business Associate may use or disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Any disclosures of PHI under this section may be made only if:

- a. the disclosures are required by law, or
- b. the Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3.4 The Business Associate shall not request, use or release more than the Minimum Necessary amount of PHI required to accomplish the purpose of the use or disclosure and shall comply with 42 U.S.C. § 17935(b) as of its Compliance Date. The Business Associate hereby acknowledges that all PHI created or received from, or on behalf of, the Company, is as between the parties, the sole property of the Company.

3.5 The Business Associate or its agents or Subcontractors shall not perform any work outside the United States of America that involves access to, use of, or disclosure of, PHI without the prior written consent of the Company in each instance.

4. OBLIGATIONS OF THE BUSINESS ASSOCIATE

The Business Associate shall:

4.1 Not use or disclose PHI other than permitted or required by this BAA or as Required by Law.

4.2 Establish and use appropriate safeguards to prevent the unauthorized use or

disclosure of PHI.

4.3 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Company. The Business Associate shall, as of the Compliance Date, comply with the applicable standards at Subpart C of 45 CFR Part 164.

4.4 Promptly report to the Company any unauthorized use or disclosure of PHI, Breach of Unsecured PHI, or Security Incident, within no more than five (5) days, after Business Associate becomes aware of the unauthorized use or disclosure of PHI, Breach of Unsecured PHI or Security Incident. The Business Associate shall take all reasonable steps to mitigate any harmful effects of such unauthorized use or disclosure, Breach of Unsecured PHI, or Security Incident. The Business Associate shall indemnify the Company against any losses, damages, expenses or other liabilities including reasonable attorney's fees incurred as a result of the Business Associate's or its agent's or Subcontractor's unauthorized use or disclosure of PHI, Breach of Unsecured PHI, or Security Incident, including, but not limited to, the costs of notifying individuals affected by a Breach of Unsecured PHI. Indemnification is subject to an ability to demonstrate that no agency relationship exists between the parties.

4.5 The Business Associate shall, following discovery of a Breach of Unsecured PHI, notify the Company of such Breach as required at 45 CFR 164.410, without unreasonable delay, and in no event more than thirty (30) days after the discovery of the Breach. The notification by the Business Associate to the Company shall include: (1) the identification of each individual whose Unsecured PHI was accessed, acquired, used or disclosed during the Breach; and (2) any other available information that the Company is required to include in its notification to individuals affected by the Breach including, but not limited to, the following:

- a. a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach;
- b. a description of the types of Unsecured PHI that were involved in the Breach; and
- c. a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

4.6 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

4.7 Within ten (10) days of receiving a request, make available PHI in a Designated Record Set to the Company as necessary to satisfy the Company's obligations under 45 CFR 164.524.

4.8 Within fifteen (15) days of receiving a request, make any amendment(s) to PHI in

a Designated Record Set as directed or agreed to by the Company pursuant to 45 CFR 164.526.

4.9 Maintain and make available to the Company, within twenty (20) days of receiving a request, the information required to provide an accounting of disclosures to the individual as necessary to satisfy the Company's obligations under 45 CFR 164.528.

4.10 Make its internal practices, books and records relating to the use or disclosure of PHI received from or on behalf of the Company available to the Company or the U. S. Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

4.11 To the extent the Business Associate conducts Standard Transaction(s) (as defined in the HIPAA Rules) on behalf of the Company, Business Associate shall comply with the HIPAA Rules, "Administrative Requirements," 45 C.F.R. Part 162, by the applicable compliance date(s) and shall not: (a) change the definition, data condition or use of a data element or segment in a standard; (b) add any data elements or segments to the maximum defined data set; (c) use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification(s); or (d) change the meaning or intent of the standard's implementation specifications. The Business Associate shall comply with any applicable certification and compliance requirements (and provide the Secretary with adequate documentation of such compliance) under subsection (h) of Title 42 U.S.C. Section 1320d-2.

4.12 To the extent the Business Associate is to carry out one or more of the Company's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Company in the performance of such obligation(s).

5. MISCELLANEOUS

5.1 Indemnification. In addition to any indemnities set forth in the Agreement(s), each party will indemnify and defend the other party from and against any and all claims, losses, damages, expenses or other liabilities, including reasonable attorney's fees, incurred as a result of any breach by such party of any representation, warranty, covenant, agreement or other obligation expressly contained herein by such party, its employees, agents, Subcontractors or other representatives.

5.2 Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Governing Law and Venue. This BAA shall be governed by California law notwithstanding any conflicts of law provisions to the contrary. The venue shall be Los Angeles, California.

5.5 Notices. Any notices to be given hereunder to a Party shall be made via certified U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below:

If to Business Associate, to:

If to the Company, to:

_____	_____ Molina Healthcare, Inc. _____
_____	_____ 200 Oceangate, Suite 100 _____
_____	_____ Long Beach, CA 90802 _____
Attn: _____	_____ Attn: Privacy Official _____
Fax: _____	_____ Fax: 562-499-0789 _____

6. TERM AND TERMINATION OF BAA

6.1 Term. The Term of this BAA shall be effective as of the effective date set forth in the first paragraph of this BAA, and shall terminate on date that the last Agreement remaining in force between the parties is terminated or expires, or on the date the Company terminates for cause as authorized in paragraph 6.2 below, whichever is sooner.

6.2 Termination for Cause. Notwithstanding any other provision of this BAA or the Agreement(s), the Company may terminate this BAA and any or all Agreement(s) upon five (5) days written notice to Business Associate if the Company determines, in its sole discretion, that Business Associate has violated a material term of this BAA .

6.3 Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return to the Company or, if agreed to by the Company, destroy all PHI received from the Company, or created, maintained, or received by Business Associate on behalf of the Company, that the Business Associate still maintains in any form. If PHI is destroyed, Business Associate agrees to provide the Company with certification of such destruction. Business Associate shall not retain any copies of PHI except as Required By Law. If return or destruction of all PHI, and all copies of PHI, received from the Company, or created, maintained, or received by Business Associate on behalf of the Company, is not feasible, Business Associate shall:

- a. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section 6, for as long as Business Associate retains the PHI; and
- b. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set

forth in Section 3 above which applied prior to termination.

6.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA and remain in force as long as Business Associate stores or maintains PHI in any form or format (including archival data). Termination of the BAA shall not affect any of the provisions of this BAA that, by wording or nature, are intended to remain effective and to continue in operation.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this BAA to be executed by their duly authorized representatives.

“Business Associate”

“Company”

Signature

Signature

Print Name

Britt Travis
Print Name

Title Date

Vice President, Medicare Sales
Title Date

EXHIBIT D

MEDICARE PROGRAM REQUIREMENTS--DELEGATED SERVICES

This Exhibit D sets forth language CMS requires Molina Healthcare to include in contracts between Molina Healthcare and entities that perform administrative services on Molina Healthcare's behalf. This exhibit shall be automatically modified to conform to subsequent amendments to CMS Requirements. In the event of any inconsistency between the terms of this exhibit and the Agreement, the terms of this exhibit shall control.

1. Downstream Compliance.
General Agent agrees to require all of its downstream, related entity(s), and transferees that provide any services benefiting Molina Healthcare's Medicare Beneficiaries to agree in writing to all of the terms provided herein.
2. Medicare Compliance.
General Agent agrees to comply with all applicable Medicare laws, regulations, and CMS instructions. (42 C.F.R. § 422.504(i)(4)(v)).
3. Confidentiality.
General Agent agrees to comply with the confidentiality and Beneficiary record accuracy requirements set forth in [42 C.F.R §§ 422.504(a)(13) and 422.118].
4. Right to Audit.
HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems, including medical records and documentation of the first tier, downstream, and entities related to CMS' contract with Molina Healthcare through 10 years from the final date of the final contract period of the contract entered into between CMS and Molina Healthcare or from the date of completion of any audit, whichever is later. [42 C.F.R. §§ 422.504(i)(2)(i) and (iv)]

HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any records under the abovementioned paragraph directly from any first tier, downstream, or related entity. For records subject to review under this section, except in exceptional circumstances, CMS will provide notification to the Molina Healthcare that a direct request for information has been initiated. [42 C.F.R. §§ 422.504(i)(2)(ii) and (iii)]
5. Responsibilities and Reporting Arrangements.
The Agreement specifies the delegated activities and reporting responsibilities. To the extent applicable, General Agent shall support Molina Healthcare in complying

with the reporting requirements set forth in 42 C.F.R. §§ 422.516 and 42 C.F.R. §§ 310 by timely providing relevant data . (42 C.F.R. §§ 504(a)(8)).

6. Revocation of Delegated Activities.

In the event CMS or Molina Healthcare determines, in its sole discretion, that General Agent has not performed the delegated activities or functions satisfactorily, the delegated activities shall be revoked upon not less than five (5) days prior written notice.

7. Accountability.

Notwithstanding any relationship(s) Molina Healthcare may have with first tier, downstream, and related entities, Molina Healthcare maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with CMS. Any services or other activity performed by a first tier, downstream, or related entity in accordance with a contract or written agreement shall be consistent and comply with the Molina Healthcare's contractual obligations. (42 C.F.R. §§ 422.504(i)(1), and 422.504(i)(3)(iii)).

8. Credentialing.

In the event Molina Healthcare delegates credentialing activities to another organization, that organization's credentialing process will be reviewed and approved by Molina Healthcare, and such credentialing process will be audited by Molina Healthcare on an ongoing basis; further, the organization shall agree that its credentialing process will comply with all applicable NCQA standards. Molina Healthcare retains the right to approve, suspend, or terminate any credentialing delegation arrangement. (42 C.F.R. §§ 422.504(i)(4)), and 422.504(i)(5)).

9. Monitoring.

Molina Healthcare shall monitor the performance of first tier, downstream, and related entities. (42 C.F.R. §§ 422.504(i)(1), and 422.504(i)(4)).

10. Fees.

Enrollees will not be held liable for payment of any fees that are the legal obligation of Molina Healthcare. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

11. Further Requirements.

Any services or other activity performed by a first tier, downstream, or related entity in accordance with a contract or written agreement shall be consistent and comply with Molina Healthcare's contractual obligations. In the event Molina Healthcare delegates selection of the providers, contractors, or subcontractor to another organization, Molina Healthcare retains the right to approve, suspend, or terminate any such arrangement. (42 CFR 422.504(i)(3)(iii), 42 CFR 422.504(i)(4), and 42 CFR 422.504(i)(5)).

PARTICIPATING PRODUCER ACKNOWLEDGEMENT FORM

I, _____ a Participating Producer who is contracted or employed with _____ Plan Advisors _____

a General Agent that contracts with Molina Healthcare, Inc. ("Molina Healthcare"), on behalf of its wholly owned health plans, acknowledge that I have read the General Agent Agreement and agree to be bound and remain in compliance with the pertinent terms of the General Agent Agreement.

Furthermore, if Molina Healthcare is the entity that will be paying my compensation, I acknowledge that I have received the compensation exhibit and agree to be bound to the terms and conditions of the compensation exhibit.

All capitalized terms used in this Acknowledgement Form shall have the same meaning as used in the General Agent Agreement between Molina Healthcare and General Agent.

Participating Producer acknowledges, warrants and represents that said individual has reviewed the Acknowledgement Form and agrees to be bound to the terms of the Acknowledgement Form

Signature

Printed Name

Date



Background– Each “yes” answer requires an explanation.

Yes No

- 1. Have you ever had your insurance or securities license suspended, revoked or subject to disciplinary action, or have you ever had an application for an insurance license denied by any insurance department?
- 2. Have you ever been charged with, or indicted for, any criminal offense(s) other than civil traffic offenses?
- 3. Have you ever pled guilty, or nolo contendere, or been convicted of, any criminal offense(s) other than civil traffic offenses?
- 4. Had adjudication of guilt withheld, had a sentence imposed or suspended, had pronouncement of a sentence suspended, or been pardoned, fined, or placed on probation, for any criminal offense(s) other than civil traffic offenses?
- 5. Have you ever had a complaint filed against you with an insurance department, NASD or other regulatory agency or do you anticipate one being filed?
- 6. Have you been, within the last ten (10) years, a party to any civil action involving dishonesty, breach of trust, or a financial dispute?
- 7. Do you owe an insurance company or other person for any premiums collected or monies advanced?
- 8. Has any company or other person alleged that it has not received premiums or other monies due such company or person from you?

For each “yes” answer above, enter an explanation here:

I attest to the following:

- I agree I have thoroughly reviewed this Agent Appointment Application and have answered all questions to the best of my knowledge.
- I agree to comply with CMS regulations for Medicare Advantage Organizations.
- I agree to avoid prohibited practices such as door to door marketing, offering inducements for enrollments or other unapproved promotional activities such as gift cards or cash incentives.
- I agree to use ONLY marketing collaterals and advertisements that have been approved by CMS and Molina Healthcare in connection with marketing Molina Medicare.
- I agree to refrain from engaging in misleading, confusing, or “high pressure” sales tactics as you market Molina Medicare.
- I agree to comply with all of the terms and conditions of Molina Healthcare’s standard Producer agreement, which includes a HIPAA Business Associate Agreement, and CMS Program Requirements. A copy of the Producer Agreement will be provided to me upon Molina Healthcare’s approval of this Agent Appointment Application.
- I acknowledge that upon approval of this Agent Appointment Application, I will be an independent contractor, not an employee of Molina Healthcare. Accordingly, I will have no claim for vacation or sick leave, retirement benefits, Social Security, Workers’ Compensation benefits, disability or unemployment insurance benefits, or employee benefits of any kind.
- I agree that I will not solicit individuals to enroll in Molina Medicare until I receive notification from Molina Healthcare that this Agent Appointment Application has been approved.

Attestation and Agreement

By signing below, I attest I have thoroughly reviewed this Agent Appointment Application and have answered all questions to the best of my knowledge.

I acknowledge that by signing and submitting this Agent Appointment Application, I have agreed to comply with all of the terms and conditions of Molina Healthcare’s Independent Producer Agreement, which includes a HIPAA Business Associate Agreement, and CMS Program Requirements.

I acknowledge that upon approval of this Agent Appointment Application, I will be an independent contractor, not an employee of Molina Healthcare. Accordingly, I will have no claim for vacation or sick leave, retirement benefits, Social Security, Workers’ Compensation benefits, disability or unemployment insurance benefits, or employee benefits of any kind.

I agree that I will not solicit individuals to enroll in Molina Medicare until I receive notification from Molina Healthcare that this Agent Appointment Application has been approved.

Applicant Signature _____ **Date** _____

DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS (*All states except California, Minnesota and Oklahoma*)

This Disclosure and Authorization is provided to you in connection with your application (Agent Appointment Application) to Molina Healthcare (the "Company") for status as a non-exclusive agent to market the Company's Medicare Advantage product (Molina Medicare) in the approved service area/s to individuals who are eligible to enroll in a Medicare Advantage plan.

The Company desires to procure a consumer or investigative consumer report (or both) ("Background Reports") regarding your background for use by the Company or any legal affiliate (sister company or parent-subsidiary relationship) in evaluating your application for status as a non-exclusive agent. Any Background Reports requested pursuant to your Authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. To the extent required by law, the Background Reports procured under this Disclosure and Authorization will be maintained as confidential.

You may obtain copies of any Background Reports about you from the consumer reporting agency ("CRA") that produces them. You may also request more information about the nature and scope of such reports by submitting a written request to Company. To obtain contact information regarding CRA or to submit a written request for more information, contact Molina Healthcare, Inc., Attention: Legal Department, 200 Oceangate, Suite 100, Long Beach, CA 90802.

This information is available. "Summary of Your Rights Under the Fair Credit Reporting Act."

AUTHORIZATION: I have submitted an Agent Appointment Application to the Company. I have read and understand the above Disclosure and by my signature below, I consent to the release of Background Reports to the Company and its affiliates for the purpose of evaluating my application for status as a non-exclusive agent. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to Sterling, Inc. retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law. I understand that I may revoke this Authorization at any time by delivering a written revocation to Company and the Company will, in that event, forward such revocation promptly to Sterling, Inc. that either prepared or is preparing Background Reports under this Disclosure and Authorization. This Authorization shall remain in full force and effect until the earlier of (i) written revocation as described above, or (ii) twelve (12) months following the date of my signature below. A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

(Print Full Name and Residence Address)

(Signature)

(Date)

DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS (California)

This Disclosure and Authorization is provided to you in connection with your application (Agent Appointment Application) to Molina Healthcare (the "Company") for status as a non-exclusive agent to market the Company's Medicare Advantage product (Molina Medicare) in the approved service area/s to individuals who are eligible to enroll in a Medicare Advantage plan.

The Company desires to procure a consumer or investigative consumer report (or both) ("Background Reports") regarding your background for use by the Company or any legal affiliate (sister company or parent-subsidiary relationship) in evaluating your application for status as a non-exclusive agent. Background Reports will be obtained through Sterling, Inc. Any Background Reports requested pursuant to your Authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. To the extent required by law, the Background Reports procured under this Disclosure and Authorization will be maintained as confidential.

You may request more information about the nature and scope of Background Reports produced by any consumer reporting agency ("CRA") by submitting a written request to Company. You should submit any such written request for more information to Molina Healthcare, Inc., Attention: Legal Department, 200 Oceangate, Suite 100, Long Beach, CA 90802.

"Summary of Your Rights Under the Fair Credit Reporting Act" is available upon request. You will be provided with a copy of any Background Report procured by Company if you check the box below.

- By checking this box, I request a copy of any Background Report from any CRA retained by Company, at no extra charge.

Under section 1786.22 of the California Civil Code, you may view the file maintained on you by the CRA listed above. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at the CRA in person or by mail; you may also receive a summary of the file by telephone. Sterling, Inc. is required to have personnel available to explain your file to you and Sterling, Inc. must explain to you any coded information appearing in your file. If you appear in person, you may be accompanied by one other person of your choosing, provided that person furnishes proper identification.

AUTHORIZATION: I have submitted an Agent Appointment Application to the Company. I have read and understand the above Disclosure and by my signature below, I consent to the release of Background Reports to the Company and its affiliates for the purpose of evaluating my application for status as a non-exclusive agent. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to Sterling, Inc. retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law. I understand that I may revoke this Authorization at any time by delivering a written revocation to Company and that Company will, in that event, forward such revocation promptly to Sterling, Inc. that either prepared or is preparing Background Reports under this Disclosure and Authorization. In no event, however, will this authorization remain in effect beyond twelve (12) months following the date of my signature below. A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

(Printed Full Name and Residence Address)

(Signature)

(Date)

2017 PARTICIPATING PRODUCER COMPENSATION EXHIBIT

Article I

Compensation Rates

The rates below should be used for Molina Medicare Beneficiaries whose enrollment application has an effective date between January 1, 2017 – December 1, 2017.

The rates listed in this section are based on the Molina Medicare Beneficiary being a Molina Medicare Beneficiary for the full twelve (12) months of the calendar year.

In the event that the Molina Medicare Beneficiary is not a Molina Medicare Beneficiary for the full twelve (12) months of the calendar year, then the rates listed below will be prorated based on the number of months they are a Molina Medicare Beneficiary for that calendar year.

Participating Producer Compensation Schedule:

1. California:

Initial Year Compensation:	\$553 per qualified enrollment
Renewal Compensation:	\$277 per qualified enrollment

2. All States Except California:

Initial Year Compensation:	\$443 per qualified enrollment
Renewal Compensation:	\$222 per qualified enrollment