

**SUMMIT HEALTH MEDICARE ADVANTAGE
PRODUCER AGREEMENT**

This Participating Producer Agreement (“Agreement”) is made and entered into by and between Boone Insurance Associates (“General Agent”) and (“Participating Producer”), effective _____, _____ (“Effective Date”). General Agent and Participating Producer are each referred to as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, General Agent is a brokerage that has contracted with Summit Health Plan, Inc. (“Summit Health”) to market and sell Medicare Advantage Plans and/or Medicare Prescription Drug Plans (“Summit Health Medicare Advantage Plans”) subject to the terms and conditions of the Summit Health Medicare Advantage General Agent Agreement (“General Agent Agreement”).

WHEREAS, General Agent is a brokerage who is an appropriately licensed, independent contractor, appointed by Summit Health to market and sell Summit Health Medicare Advantage Plans, free to exercise its own judgment as to the time and manner of performing services pursuant to terms and conditions of this Agreement

WHEREAS, Participating Producer is a broker or agent that desires to market and sell Summit Health Medicare Advantage Plans subject to the terms of this Agreement.

WHEREAS, General Agent desires to contract with Participating Producer to market and sell Summit Health Medicare Advantage Plans.

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 that is eligible to received Medicare benefits that General Agent or its Participating Producers are to market/sell Summit Health Medicare Advantage Plans.
- 1.2 **Centers for Medicare and Medicaid Services (“CMS”)** means the government agency responsible for administering the Medicare Advantage program.
- 1.3 **CMS Requirement(s)** means the requirements of governmental agencies for the Medicare Advantage program, including any requirements imposed by the contract between CMS and Summit Health pursuant to which Summit Health offers Medicare Advantage Plans.

- 1.4 **Corrective Action Plan** means a document that (i) describes an incident(s) of noncompliance with a standard, regulation or rule, (ii) analyzes the root cause of the non-compliance, (iii) identifies the necessary corrective action(s) necessary to remedy the noncompliance and prevent future recurrence, and (iv) outlines ongoing auditing and/or monitoring of corrective action(s).
- 1.5 **Department of Health and Human Services (“HHS”)** means the branch of the federal government that is responsible for administering services relating to health and welfare and of which CMS is a division.
- 1.6 **Downstream Entity** means any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage component of the Medicare program, below the level of the arrangement between Summit Health and a First Tier entity. These written arrangements continue down to the level of the ultimate FDR of both health and administrative services. For purposes of this Agreement, Participating Producer and any subcontractors its Participating Producer are Downstream Entities
- 1.7 **Enrollee** means a Beneficiary enrolled in a Summit Health Medicare Advantage Plan.
- 1.8 **First Tier Entity** means any party that enters into a written arrangement with Summit Health to provide administrative services or health care services for a Beneficiary. For purposes of this Agreement, General Agent is a First Tier Entity.
- 1.9 **FDR** means First Tier, Downstream or Related entity, as those terms are used in legal authorities governing the Medicare Advantage program.
- 1.10 **Law** means all statutes, codes, and regulations applicable to this Agreement.
- 1.11 **Medicare Advantage** means an alternative to the traditional Medicare, fee-for-service program under which private plans run by health insurance companies, under written agreements with CMS, furnish or arrange for health care benefits to eligible beneficiaries that those beneficiaries would otherwise receive directly from the Medicare program.
- 1.12 **General Agent Agreement** means the agreement entered into between Summit Health and General Agent in effect as of the Effective Date and as amended from time to time.
- 1.13 **Summit Health Medicare Advantage Plans** collectively refers to the Medicare Advantage (“MA”) and/or Medicare Prescription Drug (“PD”) plans offered by Summit Health to Beneficiaries of the federal Medicare program.
- 1.14 **Personnel** means Participating Producer’s employees, temporary employees, volunteers, consultants and members of its board of directors, officers, contractors or subcontractors.

Article 2 Participating Producer Responsibilities

- 2.1 **Downstream Compliance.** Participating Producer shall ensure that its Personnel comply with the terms of this Agreement, the General Agent Agreement, CMS Requirements,

and the Law. Upon request, General Agent may request to review the agreement between Participating Producer and its Personnel to determine compliance with the General Agent Agreement, CMS Requirements, and the Law.

2.2 **Marketing.** Participating Producer agrees that it will market and sell Summit Health Medicare Advantage Plans in accordance with the terms and conditions of this Agreement, the General Agent Agreement, CMS Requirements, and the Law.

2.3 **Application Services.**

- a. Participating Producer agrees to review each completed application and to the best of Participating Producer's ability ensure that the facts set forth by the Beneficiary applying for enrollment in a Summit Health Medicare Advantage Plan are true and correct.
- b. The Participating Producer that writes the application shall sign the application and obtain the Beneficiary's signature on the application.
- c. Participating Producer agrees and acknowledges that either Summit Health or General Agent may decline acceptance of any application deemed not acceptable by Summit Health or CMS, as Summit Health shall determine in its sole discretion.

2.4 **Use of Marks.** Participating Producer shall not broadcast, publish or distribute any advertisements or other material relating to Summit Health or for agent recruitment efforts that was not originated by Summit Health, nor use the name, trademark or logo of Summit Health ("Marks") in any way or manner without Summit Health's prior written consent, in which case such use is only permitted as specifically authorized in writing by Summit Health. Participating Producer acknowledges Summit Health's ownership of its Marks and agrees that it will do nothing inconsistent with such ownership. All use of Marks by Participating Producer and all goodwill developed therefrom shall inure to the benefit of and be on behalf of the Summit Health or its affiliates. Participating Producer agrees that nothing herein shall give Participating Producer 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 Summit Health. If Participating Producer 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 Summit Health may request in order to give appropriate notice of any service mark or other rights. Participating Producer acknowledges that the Summit Health reserves the right to revoke any written consent to Participating Producer'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 Summit Health.

2.5 **Promotional and Descriptive Materials.** Participating Producer shall use only Summit Health's promotional and descriptive material that have been approved by Summit Health and/or CMS and supplied to General Agent for use in marketing and selling Summit Health Medicare Advantage Plans, and shall not use any promotional or descriptive materials that have not been approved by Summit Health and/or CMS. Participating Producer shall not modify or incorporate any non-approved materials into any approved promotional and descriptive materials without Summit Health's prior written consent. In the event this

Agreement terminates, Participating Producer shall return to General Agent 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 Summit Health, brochures, telephone directory advertisements, and Participating Producer company listings.

- 2.6 **Representations, Modifications and Amendments.** Participating Producer shall not (i) make any representations with respect to Summit Health except such representations as are explicitly set forth in Summit Health's promotional and descriptive material; (ii) make any oral or written amendments, alterations, modifications or waivers of any of the terms or conditions in Summit Health's promotional and descriptive material; or (iii) bind or attempt to bind Summit Health in any way except as expressly stated herein or in Summit Health's promotional and descriptive material.
- 2.7 **Oversight.** Participating Producer shall participate in oversight and ongoing monitoring of Participating Producer's performance of the services described in this Agreement, whether such oversight activities are performed by General Agent, Summit Health or its agents. Participating Producer shall provide access to any books and records relating to provision of services under this Agreement upon request. Furthermore, Participating Producer shall require all Personnel to participate in and provide any requested documentation to General Agent required to facilitate Summit Health's (or its agents) oversight and ongoing monitoring of Participating Producer's performance of the services described in this Agreement.
- 2.8 **Licensure.** Participating Producer represents and warrants that it possess all insurance licenses, certifications, and registrations required by law to perform the services described in this Agreement. Participating Producer shall maintain any such licenses, certifications and registrations at Participating Producer's sole cost and expense. Participating Producer shall immediately notify General Agent 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 Participating Producer or its Personnel. General Agent shall terminate Participating Producer's provision of services under this Agreement immediately upon General Agent or Summit Health discovering Participating Producer's license, certification or registration has been suspended, terminated or revoked.
- 2.9 **Separate Funds.** Participating Producer shall not accept or receive funds on behalf of General Agent or Summit Health from any Beneficiary, Enrollee or CMS.
- 2.10 **Compliance With Laws.** In addition to the compliance requirements set forth in this Agreement, Participating Producer and its Personnel will comply with Medicare Requirements and Laws. Any services or other activity performed in accordance with a contract or written agreement by Participating Producer must be consistent with and comply with Summit Health's contractual obligations to CMS. In addition, Participating Producer and its Personnel also must comply with the Summit Health Code of Conduct and its policies and procedures or must adopt an internal code of conduct consistent with CMS requirements set forth in Section 50.1.1 of the Medicare Managed Care Manual,

Chapter 21 and the Medicare Prescription Drug Benefit Manual, Chapter 9 and applicable federal Medicare regulations.

- 2.11 **Fraud, Waste, and Abuse.** Participating Producers and its Personnel must complete Compliance, Fraud, Waste and Abuse training within 90 days of their hiring date, or for those already employed or under contract, and who have not received such training within the past 180 days, within 60 days of the Effective Date of this Agreement. In the case of Personnel not currently contracted as of the Effective Date of this Agreement, Personnel must complete Compliance, Fraud, Waste and Abuse training within 60 days of the applicable agreement being signed. Proof of this training, including attendance, topic and certificate of completion for each Participating Producer and its Personnel, must be kept for a minimum of 10 years, and evidence of such training must be presented to General Agent upon request. The training should be conducted using the standardized CMS-developed training and educations may be publicly available by CMS.
- 2.12 **Notification of Fraud, Waste and Abuse.** Participating Producers and its Personnel must provide notice to employees through the use of posters, table tents, mouse pads or other forms of notice that individuals have a duty to report any observed or suspected noncompliance with Laws or CMS Requirements or potential fraud, waste or abuse. Notices provided concerning reporting of fraud, waste and abuse must make clear that there are strict rules prohibiting retaliation against anyone for making a good faith report. The notice must provide either (i) the alternative to contact EthicsPoint (toll free number 866-294-5591 or online at www.ethicspoint.com) and the contact information for the Summit Health Medicare compliance officer, (855-801-2991 or by e-mail at medicarecompliance@summithealth.com, delegatecompliance@summithealth.com, or stopfraud@summithealth.com); or, (ii) an alternative third-party reporting service offered by General Agent or Participating Producer which provides for anonymous reporting.
- 2.13 **Records.** Participating Producer shall keep full and complete records 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. Any enrollment forms, applications or other materials relating to Summit Health Medicare Advantage Plans shall be maintained by Participating Producer for a period of ten (10) years in accordance with CMS requirements. Participating Producer shall ensure that its subcontractors, if any, are in compliance with this provision.
- 2.14 **Beneficiary & Enrollee Communications.** Participating Producer shall forward to General Agent full particulars of any inquiries, information or correspondence it receives from Beneficiaries or Enrollees within one (1) business day. In the event any grievance or expression of dissatisfaction is received from a Beneficiary or Enrollee, Participating Producer shall inform General Agent in writing the same business day. General Agent shall forward information to Beneficiaries or Enrollees within one (1) business day of receipt of General Agent's response.
- 2.15 **HIPAA.**
- a. Participating Producer and its Personnel 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, and CMS Requirements regarding privacy and confidentiality of a Beneficiary’s protected health information (“PHI”).

- b. To the extent Participating Producer or its Personnel furnish services to General Agent and require access to PHI in order to perform such services, Participating Producer and its Personnel shall be considered “Business Associates” of General Agent and downstream business associate of Summit Health and, as such, will execute a HIPAA compliant “Business Associate Agreement”.
 - c. Regardless of whether Participating Producer is considered Business Associate of General Agent or Summit Health, Participating Producer agrees that it will use or disclose PHI it receives from, or is created or received on behalf of Summit Health, and nonpublic personal information, received from or created or received on behalf of Summit health, only to the extent to which HIPAA or other federal and/or state privacy laws applicable to Summit Health would permit Summit Health to use or disclose that information.
- 2.16 **Suspension of Marketing Privileges.** In the event that General Agent or Summit Health determine that suspension of marketing or selling privileges of Participating Producer is in the best interests of General Agent, Summit Health or its Enrollees and Beneficiaries, Summit Health 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 terminate this Agreement and ensure Participating Producer ceases to market and sell Summit Health Medicare Advantage Plans. General Agent shall further ensure that Participating Producer does not recommence marketing or selling Summit Health Medicare Advantage Plans until such time as Summit Health notifies General Agent that the Participating Producer’s marketing and selling privileges have been reinstated.
- 2.17 **Participating Producer.** Participating Producer shall complete the Participating Producer Acknowledgment form set forth in Exhibit A, and satisfy all General Agent requirements, including but not limited to, passing a background check, providing proof of licensure, and providing proof of insurance coverage and the obligations listed in Section 2.18 (Authorization) below.
- 2.18 **Authorization.** Participating Producer shall not commence marketing Summit Health Medicare Advantage Plans until General Agent approves Participating Producer in writing. General Agent shall only provide approval to Participating Producer to sell Summit Health Medicare Advantage Plans upon satisfactory completion and receipt of documentation evidencing (i) proof of current Oregon producer license, (ii) certificate of completion of one of the following: (a) Gorman annual Medicare training (including Fraud, Waste and Abuse) training; (b) AHIP annual Medicare training (including Fraud, Waste and Abuse) training; or (c) CMS Parts C and D Fraud, Waste, and Abuse Training and Parts C and D General Compliance training, (iii) certificate of completion of Summit Health annual Medicare Advantage Product training, (iv) signed Participating Producer Acknowledgement form set forth in Exhibit A, and (v) signed participating producer agreement.

- 2.19 **Application Rejection.** General Agent reserves the right to reject any application that is submitted by Participating Producer for any reason.
- 2.20 **No Excluded Personnel.**
- a. Participating Producer represents as of the Effective Date of this Agreement that, to its best knowledge, information, and belief, neither it, nor any of its 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”).
 - b. Participating Producer agrees that it must check the Department of Health and Human Services Office of Inspector General List of Excluded Individuals and Entities (“LEIF” 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 Participating Producer 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. Participating Producer shall immediately suspend any marketing, service, or placement activity associated with this Agreement and notify General Agent and Summit Health immediately in writing, if Participating Producer determines that Participating Producer or any of its Personnel are suspended or excluded from any Federal Health Care Program.
- 2.21 **Audit.** In accordance with 45 Code of Federal Regulations (“C.F.R.”), Participating Producer shall permit access to the Secretary of Health and Human Services and the Office of the Inspector General or their designees to evaluate through audit, inspection or other means, Participating Producer’s books, contracts, computers, or electronic systems, including medical records and documentation, until 10 years following termination of this Agreement.
- 2.22 **Expenses.** Unless otherwise expressly provided in this Agreement, Participating Producer shall bear all expenses incurred by Agency in the performance of its duties and obligations under this Agreement. Neither General Agent nor Summit Health shall not be liable for any expense incurred by Participating Producer without the express prior written consent of either General Agent or Summit Health, as applicable.

Article 3 General Agent’s Responsibilities

- 3.1 **Promotional and Descriptive Material.** General Agent shall provide Participating Producer with all CMS-approved promotional and descriptive material to be used in connection with marketing and selling Summit Health Medicare Advantage Plans. General Agent shall also provide Participating Producer with any and all forms to be used in connection with enrollment and the provision of other services under this Agreement. Participating Producer shall be responsible for providing all forms noted in this provision to its Personnel.

- 3.2 **Enrollment.** Participating Producer shall send all completed applications to General Agent for review and submission to Summit Health. Summit Health shall receive completed enrollment applications from General Agent and shall review such applications with respect to Summit Health's enrollment criteria and submit complete applications to CMS. Summit Health reserves the right to accept or reject any enrollment application, regardless of any determination made by General Agent or Participating Producer regarding completeness or eligibility.

Article 4 Compensation

- 4.1 **Compensation.** General Agent is solely responsible for compensating Participating Producer that enrolls a Beneficiary in a Summit Health Medicare Advantage Plan pursuant to the terms of this Agreement. Summit Health is not directly responsible for compensating any Participating Producer. Commissions for new and renewal policies sold by Participating Producer under the terms of this Agreement shall be paid in accordance with the requirements of 42 C.F.R. § 422.520(b)(1) and (2). Commissions shall be paid according to the rates shown on the Medicare Commission Schedule, attached as Exhibit B hereto. General Agent may amend the Medicare Commission Schedule upon thirty (30) days prior written notice to Participating Producer. No Amendment, modification, or waiver of any provision of the Medicare Commission Schedule will be valid unless it is in writing and signed by an authorized representative of General Agent.
- 4.2 **Waiver of Objections to Commissions.** Participating Producer agrees that all objections to any monthly statement provided to Participating Producer by General Agent shall be waived unless Participating Producer gives General Agent notice of the objections within sixty (60) business days of Participating Producer's receipt of the statement.
- 4.3 **Splitting Commissions.** Participating Producer agrees that under no circumstances may Participating Producer give any part of any compensation paid by General Agent for a Summit Health Medicare Advance Plan to any individual or to any other third party who assisted Participating Producer in making a sale who is not licensed or otherwise eligible under applicable law to receive such commission.
- 4.4 **Overpayments.** In the event of an overpayment, General Agent 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. As a material condition to General Agent's obligations under this Agreement, Participating Producer 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 General Agent or Participating Producer. This section will survive any termination.
- 4.5 **Hold Harmless.** Participating Producer agrees that in no event, including, but not limited to, nonpayment by General Agent or the insolvency or breach of this Agreement by

General Agent, shall Participating Producer bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Beneficiary, Enrollee, or other person, other than General Agent, acting on a Beneficiary's or Enrollee's behalf, for payments that are the financial responsibility of General Agent under the Agreement.

- 4.6 **Taxes.** Participating Producer acknowledges that it is not General Agent's employee and that Participating Producer is solely responsible for reporting and paying any tax or other cost assessed on the basis of General Agent's payment of compensation to Participating Producer under this Agreement. Participating Producer acknowledges and agrees that General Agent will not withhold any amount of compensation for Participating Producer's taxes, including but not limited to income tax, social security and Medicare tax, workers' compensation taxes or costs; unemployment compensation taxes or costs; or any other tax, cost, fee, or charge related to Participating Producer's compensation for services under this 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 ninety (90) days prior written notice to the other Party.
- 5.3 **Termination for Cause.** Either Party may terminate this Agreement upon fifteen (15) calendar 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) calendar day notice period.
- 5.4 **Immediate Termination.** General Agent may terminate this Agreement immediately upon notice if Participating Producer, in the opinion of either General Agent or Summit Health (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 General Agent or Summit Health; (iv) makes a general assignment for the benefit of creditors or files a petition in bankruptcy; (v) assign, sell or transfer its brokerage business or the rights and interests under this Agreement without the prior written consent of Summit Health; (vi) license or any other certification is limited, suspended or revoked; (vii) fails to maintain adequate insurance; (viii) is excluded or suspended from participating in state or federal health care programs; (ix) death or dissolution; or (x) termination by either Summit Health or General Agent of the General Agent Agreement.
- 5.5 **Commission Payments Upon Termination.** General Agent shall have no obligation and shall cease paying Participating Producer any commissions on Enrollees enrolled by Participating Producer as of the effective date of termination regardless of the reason for termination provided for in this Agreement. Notwithstanding the previous sentence, in the event that there is a death of the Participating Producer, General Agent will continue paying commissions if Participating Producer's assets are assigned to another party and

that party is approved by General Agent and Summit Health to sell and market Summit Health Medicare Advantage Plans.

- 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.** Participating Producer will treat as trade secrets and as confidential information any and all information concerning Beneficiaries. Enrollees and both General Agent and Summit Health'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"). Participating Producer 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 General Agent and Summit Health's interests. Upon termination of this Agreement, or sooner if requested by General Agent, Participating Producer will immediately deliver to General Agent all Trade Secrets and Confidential Information that was acquired, compiled or came into Participating Producer's 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.** Participating Producer shall at all times maintain errors and omissions insurance from a carrier that is satisfactory to General Agent in amounts consistent with industry standards and Law, but not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for a policy year for Participating Producer and its employees. Furthermore, Participating Producers maintain errors and omissions insurance from a carrier that is satisfactory to General Agent in amounts consistent with industry standards and Law, but not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for a policy year. Participating Producer errors and omissions insurance must be placed with a carrier rated by AM Best "A Minus" or better. Upon the execution of this Agreement, annually, and upon request by General Agent at any time, Participating Producer shall provide General Agent with written proof that satisfies the foregoing requirements.
- 6.3 **Independent Contractor.** Participating Producer is at all times an independent contractor with respect to General Agent. 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.

- 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 **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.
- 6.6 **Assignment.** Participating Producer shall not assign, sell or transfer this Agreement or any interest herein without the prior written consent of General Agent, and any unauthorized assignment or transfer of this Agreement or any interest therein shall be null and void.
- 6.7 **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.
- 6.8 **Severability and Compliance With the Law.** If a term, provision, covenant, or condition of this Agreement is in conflict with or is rendered unenforceable by any local, state or federal law, rule or regulation, or 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. This Agreement shall be deemed automatically amended to comply with all applicable local, state and federal law, rules and regulations. This Agreement will terminate automatically upon any determination by CMS or any other government authority indicating that the Agreement is improper.
- 6.9 **Amendment.** General Agent may, without Participating Producer's consent, immediately amend this Agreement to maintain consistency and/or compliance with any Summit Health requirements, Law, policy, directive, or CMS Requirement. General Agent may otherwise amend this Agreement upon thirty (30) days' prior written notice to Participating Producer. If Participating Producer does not deliver to General Agent 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 Participating Producer.
- 6.10 **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: Chris Boone

Title: President
Company: Boone Insurance Associates
Address: PO Box 25740, Eugene OR 97402
Tel: 541-359-3420
Fax: 541-359-3484
Email: contracting@booneinsuranceassociates.com

If to Participating Producer:

Name:
Title:
Company:
Address:

Tel:
Fax:
Email:

- 6.11 **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.
- 6.12 **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Oregon.
- 6.13 **Entire Agreement.** This Agreement, including attachments, exhibits, addenda, amendments, and incorporated documents or materials, contains the entire agreement between General Agent and Participating Producer 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.
- 6.14 **Subcontracts.** To the extent Participating Producer performs its obligations through any subcontractor, the subcontractor shall be subject to the prior approval of General Agent, the subcontract shall be in writing, and the subcontract shall incorporate, and require the subcontractor to comply with, the terms of this Agreement.
- 6.15 **Non-Exclusivity.** This Agreement shall not be construed to be an exclusive agreement between General Agent and Participating Producer.
- 6.16 **Subcontractors.** Participating Producer understands and agrees that all subcontractors are bound to the terms of this Agreement and shall ensure that all subcontractors

understand the terms of this Agreement. Participating Producers shall promptly provide notices that it receives from General Agent to subcontractors.

- 6.17 **Non-discrimination.** General Agent, Participating Producer, and its subcontractors, if any, 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.
- 6.18 **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.
- 6.19 **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.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth herein above.

PARTICIPATING PRODUCER

GENERAL AGENT

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Tax ID _____

Tax ID _____

EXHIBIT A – PARTICIPATING PRODUCER ACKNOWLEDGMENT FORM

I, _____, a Participating Producer who is contracted or employed with, Boone Insurance Associates, a General Agent that contracts with Summit Health Plan, Inc. (“Summit Health”) to provide services related to the marketing of Summit Health’s Medicare Advantage Plans, hereby acknowledge that I understand the terms of the Summit Health Medicare Advantage General Agent Agreement (“General Agent Agreement”) between Summit Health and General Agent and agree to be bound and remain in compliance with the pertinent terms of the Summit Health Medicare Advantage General Agent Agreement.

Per the Summit Health Medicare Advantage General Agent Agreement, I acknowledge and agree that any compensation to which I entitled to work I perform on behalf of General Agent for the benefit of Summit Health will be paid to me exclusively by General Agent and that I shall not, at any time, seek compensation directly from Summit Health.

All capitalized terms used in this Acknowledgment Form shall have the same meaning as when used in the Summit Health Medicare Advantage General Agent Agreement.

Participating Producer acknowledges, warrants and represents that said individual has reviewed this Acknowledgment Form and agrees to be bound by all terms set forth herein and by the terms of the Summit Health Medicare Advantage General Agent Agreement, as applicable. Participating Producer acknowledges, warrants and represents that said individual possesses all insurance licenses, certifications, and registrations required by law to perform the services described in the Summit Health Medicare Advantage General Agent Agreement.

By _____

Print _____

Date _____

EXHIBIT B – MEDICARE COMMISSION SCHEDULE

This commission schedule is applicable for all Medicare Advantage Beneficiary initial enrollments and Enrollee renewals that occur between 01/01/2024 and 12/31/2024. The commissions are based on rates mandated by the Centers for Medicare and Medicaid Services (“CMS”) in accordance with federal Medicare regulations.

1. All commissions including the duration of commission payments will comply with and be subject to the rules and regulations promulgated by CMS and guidance for Agent/Broker Compensation set forth in 42 Code of Regulations Parts 422 and 423 and CMS Publication Numbers 4138-IFC 1 and 2. Commissions will be paid in accordance with CMS determinations regarding the length of time an agent/broker can be paid a commission for each Medicare Advantage enrollee. The determination of whether an enrollment is “initial” or a “renewal” also will be established in accordance with CMS rules and policies.
2. General Agent shall make adjustments to any compensation amounts as identified and allowed by CMS.
3. General Agent agrees to pay Participating Producer commissions in accordance with the following rates and terms:
 - a. **\$611** shall be the total annual commission per Enrollee for first year (initial) enrollments or first year enrollment in ‘unlike plan types’ for each Enrollee enrolled in a Summit Health Medicare Advantage Plan by Participating Producer.
 - b. **\$306** shall be the total annual commission per Enrollee for renewal enrollments for each Enrollee enrolled in a Summit Health Medicare Advantage Plan by Participating Producer.