

## Moda Health Producer Appointment Checklist

Thank you for your interest in pursuing a direct appointment with Moda Health to represent our products. In order to be considered for appointment you will need to provide the following:

- ❑ **Application for Producer Appointment** – Each agent who wishes to obtain an appointment must fully complete, sign, and date this application.
- ❑ **Website Application Agreement** – Each agent who wishes to receive appointment must complete this form in order to obtain online access to our current and future online agent services and features.
- ❑ **Agency Agreement** – Please provide one completed copy of this agreement, signed by the owner or principal of the agency. If you are seeking appointment as a sole proprietor, please complete this agreement as the owner of your sole proprietorship. Please disregard if your agency is already appointed with Moda Health and has a current agency agreement on file.
- ❑ **Agency EFT/E-commissions Form** – Please complete this form for us to set up your electronic funds transfer (EFT) for commissions and your E-commissions account, which will provide you with access to your online statements. Please disregard if your agency is already set up for EFT/E-commissions.
- ❑ **W-9 Form** – If the agent applying is affiliated under an agency, the agency's Tax ID Number must be used on this form. If the agent is a sole proprietor/independent producer, their own Tax ID Number (or SSN) may be used on the form. Please disregard if your agency is already appointed with Moda Health and has a current W-9 form on file.
- ❑ **Agency's Errors & Omissions** – Provide a copy of the agency's current E&O policy, with a \$1 million minimum.
- ❑ **Producer License** – Submit a copy of the agent's insurance license(s) with Health lines listed.  
*(For all states that are applicable to the appointment request)*
- ❑ **Agency License** – Submit a copy of the agency's insurance license(s) with Health lines listed.  
*(For all states that are applicable to the appointment request)*
- ❑ **Federally Facilitated Marketplaces (FFM) Curriculum Certificate of Completion** – Each **agent** who wishes to participate in the FFM must provide their Curriculum Certificate of Completion verifying the required courses were completed for registering in the FFM.
- ❑ **Your Health Idaho (YHI) Partner Training and Certification**– each agent who wishes to participate in Idaho State Exchange must attend yearly YHI training, including in-person training sessions, online coursework, and certification testing with passing scores. <https://www.yourhealthidaho.org/training-and-certification/>

Upon receipt and review of your documentation, we will determine if the request for appointment will move forward in the process. Receipt of contracting paperwork is not a guarantee of appointment. Only Moda Health senior management can approve the appointments with a forward effective date; a determination of which you will be notified in writing. We look forward to partnering with you!

# Application for producer appointment



## Section 1 > Producer information

Name (first)		Name (last)	
Phone number	Email address		
NPN/License number	Other languages	Today's date (mm/dd/yyyy)	

## Section 2 > Agency/Entity information

I am requesting my appointment as (select one)

- An affiliate of an agency/entity (W-9 information must match agency TIN/EIN information)  
 I will be independent of agencies (W-9 must match your SSN or TIN information)

Name as it appears on W9		Tax Payer ID (TIN/EIN) as it appears on your W9	
Website			
Physical Address	City	State	Zip
Mailing address (if different)	City	State	Zip
Phone number	Fax	General email address	

## Section 3 > Product segments

I am interested in the following product segments: (Your appointment may not include all sales segments requested)

### Oregon - Direct

- Individual and Family Medical/Dental  
 Group Medical/Dental

### Alaska - Direct

- Individual and Family Medical/Dental  
 Group Medical/Dental  
 Short term medical

### Texas - Direct

- Group Medical  
 Short term medical

### Idaho - Direct

- Individual and Family Medical  
 Group Medical

### Oregon - FFM

- Individual and family FFM

### Alaska - FFM

- Individual and family FFM

### Texas - FFM

- Individual and family FFM

### Idaho - Your Health Idaho

- Individual and family FHI

## Section 4 > Authorization

I authorize that the information given is truthful and complete to the best of my knowledge and ability to answer. I understand that by submission of this application and by providing the requested documents, Moda Health is in no way guaranteeing an appointment for this producer/entity. I understand that this document is an application only and does not authorize the applicant to sell Moda Health products. I understand that commissions will not be paid prior to the approval of producer/entity, and will not be retroactively paid. I acknowledge and understand that Moda Health will notify me of the decision to appoint and the segments approved within 30 calendar days and will be provided via email.	
Signature of applying producer X	Date (mm/dd/yyyy)

Ready to submit? Mail this form to Moda Health/Delta Dental

Attn: Agent Relations  
601 S.W. Second Ave., Portland, OR 97204-3156  
Fax: 503-243-3949  
Email: agentdesk@modahealth.com  
modahealth.com

## WEBSITE APPLICATION AGREEMENT

This Website Application Agreement (“**Agreement**”) is made and entered into by and between Moda Health Plan, Inc., Oregon Dental Service, Moda Assurance Company and their affiliates (collectively “**Company**”) and its authorized producer \_\_\_\_\_ (“**User**”), effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“**Effective Date**”).

**1. SCOPE.** The terms and conditions of this Agreement apply to access made available by Company to its interactive website applications and all written, visual, and oral information to which User may have access by utilizing any code, password, or other security device provided by Company.

**2. APPLICATIONS.** User will have access to the approved website applications in Exhibit A (the “**Applications**”), attached hereto and made a part of this Agreement. A full description of the Applications is included in our Website Application Documentation (the “**Application Documentation**”). The content of the Applications shall be solely determined by Company, and Company may modify the Applications and the Application Documentation at its sole discretion. User agrees to use the Applications only for the purpose of conducting business with Company, and only in connection with groups and individuals for which User is the producer of record. User must notify Company in writing of any change in User’s employment or status as producer of record for any group or individual within ten (10) days of such change.

**3. CONFIDENTIALITY.** All information to which User has access by utilizing any code, password, or other security device provided by Company shall be deemed proprietary and confidential (“**Confidential Information**”). Without limiting the foregoing, Confidential Information shall include member information, business information, information regarding Moda Health products and services, the Application Documentation, and reports generated by or for Company.

User agrees that (i) it will not use the Confidential Information, whether for its own benefit or for the benefit of any other person or entity, except to the extent necessary to perform the duties and obligations provided for or contemplated by this Agreement or for any other purpose that Company may authorize in writing; (ii) it will treat such information as confidential and proprietary; (iii) it will not copy, disclose, distribute, disseminate or communicate in any way or form the Confidential Information to any person or entity not provided for or contemplated by this Agreement; (iv) it will take all reasonable precautions to protect the Confidential Information; (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity; and (vi) it will promptly notify Company in the event that a subpoena or other legal process in any way concerning the Confidential Information is served upon User. User shall notify immediately upon its receipt or knowledge of such subpoena or other legal process and shall reasonably cooperate with Company in any lawful effort by Company to contest the legal validity of such subpoena or other legal process.

Upon the termination of this Agreement, User shall promptly return to Company or certify as destroyed all correspondence, letters, documents, computer data and other tangible materials and copies thereof in its possession relating in any way to the Confidential Information, whether or not such documents or other tangible materials were generated by User. User acknowledges and agrees that all Confidential Information shall be and remain the sole and exclusive property of Moda Health. This Section shall survive any termination of this Agreement.

Nothing in this Agreement shall be construed to restrict disclosure or use of information that (a) was in the possession of or rightfully known by User, without an obligation to maintain its confidentiality, prior to receipt from Company; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by User in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by User without reference to the Confidential Information.

**4. SECURITY.** User shall comply with the following rules:

**A.** In addition to the terms and conditions of this Agreement, User agrees to follow the security administration policies established by Company and communicated to User the Application Documentation to ensure that any use of the Applications are authorized and to protect all Confidential Information from improper access.

**B.** User shall not share any code, password, or other security device provided by Company with any other individual or entity, except to any of its individual agents or except as previously approved in writing by Company. Codes, passwords, and other security device provided by Company shall not be posted or exposed to the view of others and should be constructed in a manner so as to maintain the confidentiality of each authorized individual.

**C.** In order to ensure that Confidential Information is not accessed by unauthorized third parties, User agrees to use “browser” software produced by third parties that support the Secure Socket Layer (SSL) protocol.

**D.** User shall immediately notify Company if User becomes aware of any of the following: (i) any loss or theft of access codes or passwords; (ii) any unauthorized use of any access codes or passwords; (iii) any unauthorized use of the Website or the Applications; (iv) any loss, theft or unauthorized use of Confidential Information; and (v) any loss or theft of hardware that contains Confidential Information. User further agrees to make any and all reasonable efforts to correct or mitigate the effects of any such occurrences and to prevent reoccurrence.

**5. FEES.** **Company shall** not charge User a fee for the use of the Applications. User is solely responsible for any subscription, service and use fees related to “browser” third party software and for any fees or charges for any systems components (including but not limited to hardware and software) required to utilize the Applications. User further agrees that any fees charged by an Internet Service Provider (ISP) are User’s sole responsibility.

**6. INDEMNIFICATION.** User shall defend, indemnify and hold Company and its affiliates and their respective officers, directors, employees, and agents harmless from and against any and all claims, losses, damages, liability, costs and expenses (including but not limited to defense costs and reasonable attorney fees) arising from User’s violation of this Agreement, misuse or

unauthorized disclosure of Confidential Information, or any third-party's rights, including violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Agreement.

**7. TERMINATION.** Company reserves the right to terminate User access to the Applications or any portion of the Applications in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to unauthorized use of codes, passwords, or other security devices provided by Company, misuse or unauthorized use of Confidential Information, failure to adhere to the Security Policies set forth in the Application Documentation, or breach of this Agreement.

**8. NO WARRANTY.** Moda Health makes commercially reasonable efforts to maintain the accuracy of the information contained on the Applications. However, the information sources are not always subject to immediate verification, therefore User should use independent means to verify the information when possible. Accordingly, all Confidential Information provided by Moda Health is provided "AS IS" and without any warranty, expressed, implied or otherwise.

**9. ACCESS.** Company shall provide access to the Website and the Applications to User on a basis consistent with other similarly situated users of the systems. No guarantee of system availability is provided under this Agreement and Moda Health shall not be responsible for any periods of system down time which Company or any entity acting on Company's behalf for web hosting purposes or other maintenance services determines in its sole judgment may require for system maintenance or which occur for any reasons beyond their control.

**10. AUDIT RIGHTS.** Company may decide to review User's use of the Applications and to examine supporting documentation, records and associated information regarding the same from time to time to ensure compliance with this Agreement. User shall cooperate with any such audits.

**11. ASSIGNMENT.** User may not assign its rights, interests or obligations or any part thereof under the Agreement.

**12. SEVERABILITY.** If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

**13. NOTICES.** All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, mailed by first class mail, or sent by facsimile (with confirmation) to a party at the following address or facsimile number:

If to User:  
Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Facsimile: \_\_\_\_\_

If to Moda Health:  
Moda Health Plan, Inc.  
Sales & Account Services  
Attn: Agent Relations Team

601 SW 2<sup>nd</sup> Avenue  
Portland, OR 97204  
Facsimile: (503) 243-3949

**14. INJUNCTIVE RELIEF.** User acknowledges that the Confidential Information is a valuable asset of Moda Health, and improper disclosure or use of such information may cause Company irreparable harm and that there may be no adequate remedy available at law. Accordingly, User agrees that Company shall have the right to obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies Company may have at law or in equity.

**15. WAIVER.** Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

**16. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflict of laws principles.

**17. ACKNOWLEDGMENT.** By signing this Agreement, User acknowledges that User has read, understands and accepts the terms and conditions as stated herein and in the Application Documentation.

**18. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties, which may be modified only in writing signed by both parties. There are no promises or representations between the parties other than as stated in this Agreement.

**Moda Health Plan, Inc.  
Oregon Dental Service  
Moda Assurance Company**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A – WEBSITE APPLICATIONS

(This Exhibit A to the Website Application Agreement is to be completed by an authorized representative of Moda Health)

Moda Health has approved User for the following Applications (Note: User shall only be approved for those Applications that have been checked off by an authorized representative of Moda Health):

- SpeedERates** (Marketing application to allow a Moda Health authorized producer to submit small group information for rate quotes)
- Agent enrollment link** (Marketing application to allow a Moda Health authorized producer to enroll members electronically)
- Group Reports** (Marketing application to allow a Moda Health authorized producer to access reports of groups for which the User is the producer of record)
- eCommission** (Marketing application to allow a Moda Health authorized producer to receive online commissions and commission statements)

## AGENCY AGREEMENT

This Agency Agreement (“**Agreement**”) is effective as of the date of the last signature below (“**Effective Date**”) by and between Moda Health Plan, Inc., Oregon Dental Service, Moda Assurance Company and their duly authorized affiliates (individually and collectively “**Company**”) and \_\_\_\_\_ (“**Agency**”). This is a combined Agreement for the convenience of all parties.

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

### 1. APPOINTMENT OF AGENCY

**1.1 APPOINTMENT.** Company hereby appoints Agency to a non-exclusive relationship for the purpose of offering and selling approved health policies (“**Policies**”) to the specific category(ies) of existing and potential policyholders (collectively “**Policyholders**”) identified in Agency’s approved Application for Agency Appointment, attached hereto and made a part of this Agreement.

**1.2 SERVICES.** Agency shall perform the following services pursuant to any requirements imposed by law upon producers generally, the applicable state insurance code, the terms of this Agreement (including, when applicable, those terms in the “Medicare Addendum to the Agency Agreement,” which is incorporated and made a part of this Agreement), and applicable policies and procedures established by Company from time to time:

(a) Agency shall solicit, receive and submit account specifications of Policyholders to Company for quotation release.

(b) Agency shall assist with enrolling, maintaining and renewing Policyholders, and shall provide all usual and customary services of an insurance producer for Policyholders.

(c) Agency shall not make any representations about benefits to be provided by Company, except through written material furnished or approved by Company.

(d) Agency shall pursue all reasonable marketing initiatives and opportunities with the Policyholders at its own expense, and shall use its best efforts to sell Policies.

(e) Agency shall immediately report to Company any increase in risk, or any hazard of a Policyholder that Agency becomes aware of, which may lead to a loss or exposure that was not contemplated at the time the policy was written.

(f) Agency shall maintain complete records of all transactions and services performed for Company under this Agreement, and any other records required by law or regulation. Such records shall be made available to Company upon request for the duration of this Agreement and for ten (10) years following termination of this Agreement.

(g) Agency shall, to the extent required by law, annually disclose the applicable commission amount specified in this Agreement to existing and potential policyholders on the following products: Individual and Family Medical, Individual and Family FFM and Short term medical. For potential policyholders, the disclosure shall be made prior to finalization of the potential policyholder’s plan selection and also with confirmation of enrollment. For existing policyholders, the disclosure shall be provided with notice of the renewal. Agency shall maintain documentation of the disclosure in accordance with this Agreement.

**1.3 AUTHORITY.** Agency represents and warrants (i) it has the authority to contract on behalf of the individual producers employed by Agency and identified by separate Application(s) for Producer Appointment, attached hereto and made a part of this Agreement, and bind such employed producers to this Agreement, (ii) only Agency and Agency’s appropriately licensed and qualified employees shall perform services under this Agreement, and (iii) Agency shall cause individual producers employed



by it to comply with all the terms of this Agreement and to seek payment solely and exclusively from Agency and not directly from Company.

Agency has no authority to act on Company's behalf except as expressly provided in this Agreement. Agency shall have no authority to (i) bind coverage, or execute any policy for Policyholders or any other accounts, wherever located; (ii) represent or authorize any claim negotiation or settlement, or

to bind Company in any way regarding a claim matter; (iii) waive any term or condition of any policy, either prior to or following issuance of a policy, or to make or bind any changes in an existing policy; (iv) enter into any agreement on behalf of Company, incur any financial obligation on behalf of Company or otherwise bind Company in any other way; or (v) bill or collect any premium unless otherwise agreed by Company. Company may, at its discretion, quote premium rates with respect to applications solicited by Agency and submitted to Company. Company reserves the right, in its sole discretion, to accept or reject any applications submitted by Agency.

## 2. COMMISSIONS

**2.1 COMMISSIONS PAYABLE TO AGENCY.** Company shall pay to Agency commissions on premium received and reconciled by Company, less collection costs, if any, for new and renewal policies solicited by Agency under the terms of this Agreement and issued by Company. Commissions will be based on the standard commission rates outlined on the state specific commission schedule(s) (individually and collectively the “**Commission Schedule**”), attached hereto and made a part of this Agreement; provided, however, that Company reserves the right to negotiate different commission rates for agencies soliciting from large groups. Company may amend the Commission Schedule upon thirty (30) days prior written notice to Agency. Company will pay Agency commissions on Premium received from Policyholders so long as (i) Agency is the Producer of Record, (ii) Agency continues to service such Policyholders, (iii) Agency is continuously and actively engaged as a licensed agency/producer, (iv) Agency continues to be an appointed Agency of Company, and (v) Company determines, in its sole discretion, that it may legally pay Agency a commission. For purposes of this Agreement, Company will consider Agency to be “**Producer of Record**” for every Policyholder purchasing Policies sold by Agency under the terms of this Agreement unless and until a Policyholder requests in writing that Company change its Producer of Record to a different Agency. Such request will be processed effective beginning the first day of the month following receipt.

**2.2 PAYMENT.** Company will compensate Agency with respect to any particular Policyholder within sixty (60) days after Company receives payment of that Policyholder’s monthly premium. If a premium adjustment shall be made for any period, then a corresponding adjustment shall be made in Agency’s commission in the current period. Company shall provide Agency monthly accounting reports listing commissions earned or paid in the period following the previous report. Agency should notify Company of any understatement of commissions in writing within one hundred eighty (180) days after receipt of a report. If Agency does not notify Company, the amount of commission will be deemed accurate. Agency shall immediately notify Company of overpayments by Company and for payments that Agency is not entitled to receive and shall refund the erroneous payment to Company or make arrangement for the erroneous payment to be charged against future commissions that might become due to Agency. Company has the right to recover overpayments or commissions paid in error or to offset such amounts against future commissions owed to Agency.

**2.3 TAXES AND OTHER EXPENSES.** Agency agrees to file all required returns or reports and to pay all taxes or other money required by any governmental entity because of commissions paid under this Agreement. Company shall have no liability for any expenses incurred by Agency in connection with any policy. Any indebtedness of Agency to Company shall be a first lien against any commission due Agency under this Agreement, and such commission shall be applied to liquidate such indebtedness.

**2.4 MISCELLANEOUS.** Company shall at its option be responsible for enrolling and servicing any Policyholder and Agency agrees to abide by the election of Company, but in either event agrees to render the usual and customary service in this connection. Company has the right to discontinue issuing any policy or contract, and to change the premium rate on any policy or contract. Company reserves the right to develop non-standard commissions as an exception to the standard commissions set forth in the Commission Schedule.

### 3. AUDIT

**3.1 AUDIT.** In accordance with 45 CFR § 156.340, Agency shall permit access to the Secretary of Health and Human Services and the Office of Inspector General or their designees to evaluate through audit, inspection, or other means, Agency's books, contracts, computers, or other electronic systems, including medical records and documentation, until 10 years following termination of this Agreement.

### 4. TERMINATION

**4.1 TERM.** The term of this Agreement shall commence on the Effective Date and shall continue in effect until it is terminated under this Section.

**4.2 TERMINATION EVENTS.** This Agreement shall terminate upon the occurrence of any of the following events (each, a "**Termination Event**"):

(a) Automatically if Agency's license, registration or certification is terminated, revoked, suspended or restricted or if Agency is unable to renew such license, registration or certification;

(b) Automatically on the effective date of any change in the ownership or control of Agency, whether (i) by sale, transfer or assignment of shares of capital stock of Agency, (ii) by sale, transfer or assignment of Agency's assets or business, (iii) by contract or (iv) otherwise;

(c) Automatically on the effective date of any cessation of Agency's business, whether by Agency's (i) abandonment, (ii) insolvency, (iii) bankruptcy, (iv) dissolution, (v) receivership, (vi) death, or (vii) otherwise.

(d) Upon Company giving written notice to Agency, in the event of Agency's (i) failure to perform or observe in any material respect any obligation or covenant under this Agreement, (ii) fraud, (iii) gross or willful misconduct, (iv) breach of fiduciary duties, or (v) commission of any act that could be used to deny, nonrenew, suspend, or revoke Agency's license under applicable law. The effective date of termination pursuant to this Section may be the date of the listed event, or any later date that Company specifies in the notice of termination.

(e) Upon Health and Human Services' determination that Agency has not performed satisfactorily.

(f) Upon Company or Agency giving the other party at least one hundred twenty days (120) days prior written notice of termination, with or without cause;

(g) Upon mutual agreement by an instrument in writing executed by all the parties, which writing must refer to this Agreement.

**4.3 EFFECT OF TERMINATION.** Upon the occurrence of a Termination Event:

(a) On or before the effective date of termination, Agency shall cease all further activities with respect to the offer and sale of Policies on behalf of Company. Agency shall not solicit, accept or perform any services with respect to any new or renewal policies for Company except with Company's prior written consent or at Company's request. Company shall take over all applications that are in process from Agency.

(b) Unless otherwise required by law, Agency shall not be entitled to receive any commission with respect to premium collected or earned after the occurrence of the Termination Event, including premium collected on a renewal occurring after the effective date of the

termination; provided, however, termination shall not affect any rights to commissions that have accrued prior to the effective date of termination.

(c) Agency shall promptly deliver to Company all books and records in Agency's possession relating to the subject matter of this Agreement.

**4.4 COOPERATION.** Upon the occurrence of a Termination Event, Company and Agency shall each use their respective best efforts to cause the termination of this Agreement to occur in an orderly (but efficient) manner to minimize the disruption to Policyholders and avoid any material adverse effect on the reputation or business relationships of Agency or Company.

## **5. COVENANTS OF AGENCY**

**5.1 EXPENSES.** Unless otherwise expressly provided in this Agreement, Agency shall bear all expenses incurred by Agency in the performance of its duties and obligations under this Agreement. Company shall not be liable for any expense incurred by Agency without the express prior written consent of Company.

**5.2 LICENSES, REGISTRATION, CERTIFICATIONS.** Agency shall obtain and maintain all necessary licenses, certifications, registrations, or approvals from the appropriate regulatory agency(ies) having jurisdiction over the offer and sale of Policies. Agency warrants that no license issued or maintained in accordance with this Section has ever been revoked or suspended. Agency must immediately notify Company of any expiration, termination, revocation, suspension, or any other action (including investigations) by any regulatory agency or body affecting licenses required to perform services under this Agreement. Agency must furnish Company with (i) a copy of its current license upon application for appointment, (ii) a copy of any renewal or updated licenses acquired by Agency during the term of this Agreement within ten (10) days of receipt, and (iii) when applicable, copies of its and its agents' Federally Facilitated Marketplace (FFM) training curriculum certificates within ten (10) days of receipt.

**5.3 COMPLIANCE WITH LAWS.** Agency shall conduct activities in compliance with all applicable laws and regulations (including but not limited to those laws and regulations specified in 45 C.F.R. §156.340(a)) and all directives, orders or requirements of the appropriate regulatory agency(ies) having jurisdiction over the offer or sale of Policies. Agency warrants that it has never been convicted of any crime involving dishonesty or moral depravity. Agency shall promptly notify Company of any pending or threatened litigation or regulatory action or proceeding by any regulatory agency relating to Agency's status or activities, including the offer, sale, or servicing of Policies sold to the Policyholders.

**5.4 LIABILITY; ERRORS AND OMISSIONS INSURANCE.** Agency shall be liable for its own acts or omissions, and the acts or omissions of its employees and affiliates. Agency shall procure and maintain an insurance policy covering its acts, errors and omissions, and the acts errors and omissions of its employees and affiliates, in the amount of \$1,000,000 for each occurrence. Such errors and omissions insurance shall cover all risks arising directly or indirectly out of Agency's activities in connection with this Agreement, including the offer, sale, and servicing of Policies sold to the Policyholders. Agency shall provide Company certificates evidencing such insurance upon Company's request, and shall immediately notify Company in writing of any change, suspension, or cancellation.

**5.5 INDEMNIFICATION.** Each party shall indemnify and hold harmless the other party and its employees, representatives, parents, affiliates, shareholders, directors, officers, successors and assigns against any and all liabilities, losses, damages, penalties, fines, claims, demands, causes of action, proceedings and expenses (including reasonable attorneys' fees) asserted against, or suffered or incurred by the other party, that result from or arise out of the party's (i) negligent, reckless or willful misconduct, (ii) failure to perform any of its duties or obligations under this Agreement or (iii) breach of any covenant under this Agreement.

**5.6 CONFIDENTIALITY.** As used in this Section, “**Confidential Information**” shall mean any lists of the Policyholders, any nonpublic information given by Company to Agency relating to the Policyholders and all nonpublic information designated as “confidential” by Company. Agency agrees to hold the Confidential Information in strictest confidence and agrees not to copy, disclose, distribute, disseminate or communicate in any way or form the Confidential Information to any person or entity. Agency agrees not to use the Confidential Information, whether for its own benefit or for the benefit of any other person or entity, except to the extent necessary to perform the duties and obligations provided for or contemplated by this Agreement or for any other purpose that Company may authorize in writing. Agency shall advise its employees of the obligations of confidentiality, nondisclosure and nonuse of the Confidential Information under this Agreement and shall require such employees to comply with such obligations. The obligations under this Section shall remain in effect for a period of three (3) years following the termination of this Agreement. Agency shall promptly return to Company or destroy all correspondence, letters, documents, computer data and other tangible materials and copies thereof in its possession relating in any way to the Confidential Information, whether or not such documents or other tangible materials were generated by Agency. Agency acknowledges and agrees that all Confidential Information shall be and remain the sole and exclusive property of Company. This Section shall survive any termination of this Agreement.

**5.7 ADVERTISING MATERIAL AND INTELLECTUAL PROPERTY.** Agency shall not use in any manner any name, service mark, trademark, logo or any other intellectual property (collectively the “**IP**”) owned or used by Company, any affiliate of Company, or any successor entity of any of the foregoing without the specific prior written consent of Company, such affiliate, or such successor entity, as the case may be. Agency shall not have the right to modify or remove any copyright, trademark, or service mark notice placed upon IP materials. Agency agrees not to translate, adapt, vary, modify, distribute, sell, assign, exchange or license any IP, in whole or in part, whether in hardcopy or in electronic format, and that Company reserves all rights not expressly granted herein. Agency shall promptly deliver to Company all IP in Agency’s possession upon the occurrence of a Termination Event. This Section shall survive any termination of this Agreement.

## **6. MISCELLANEOUS PROVISIONS**

**6.1 RELATIONSHIP OF THE PARTIES.** Agency is an independent contractor of Company. Moda Health Plan, Inc., Oregon Dental Services, Moda Assurance Company, and its duly authorized affiliates are separate entities, and each is responsible only for its own obligations and liabilities under this Agreement.

**6.2 BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

**6.3 ASSIGNMENT.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties.

**6.4 AMENDMENTS.** Company may amend the Commission Schedule pursuant to Section 2 of this Agreement; otherwise, this Agreement may be amended only by an instrument in writing executed by all the parties, which writing must refer to this Agreement.

**6.5 NO THIRD-PARTY BENEFICIARIES.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person or entity, other than the parties to this Agreement, any right, remedy or claim under or with respect to this Agreement.

**6.6 NOTICES.** All notices and other communications under this Agreement must be in writing and shall be deemed to have been given (i) on the date of personal delivery, (ii) at the expiration of the third (3<sup>rd</sup>) day after the date of deposit in the United States mail, or (iii) on the date of confirmed delivery by facsimile to Agency at the address or facsimile number listed on the Application for Agency Appointment (or at such other address or facsimile number on file with Company), and to Company at the

following address or facsimile number: Moda, Attn: Moda Producer Coordinator, Sales & Account Services, 601 S.W. 2<sup>nd</sup> Avenue, Portland, Oregon 97204, Facsimile: 503-243-3949.

**6.7 CONSTRUCTION.** The captions used in this Agreement are provided for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to “Section” or “Sections” without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require. Whenever the words “include” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”

**6.8 FACSIMILE SIGNATURES.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile transmitted signatures by signing an original document.

**6.9 FURTHER ASSURANCES.** Each party agrees (i) to execute and deliver such other documents and (ii) to do and perform such other acts and things, as any other party may reasonably request, in order to carry out the intent and accomplish the purposes of this Agreement.

**6.10 WAIVER.** The fact that either party fails or refuses to demand strict performance of this Agreement, or ignores any violation of the terms of the Agreement shall not act as or be construed as a waiver of that party’s right to later demand its performance or to enforce that provision or any other provision.

**6.11 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of laws principles.

**6.12 SEVERABILITY.** If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

**6.13 ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter. Each party certifies that it has not modified, changed or altered, in any way, any provision of this Agreement prior to the execution hereof.

**6.14 SIGNATORY AUTHORITY.** Agency represents and warrants that the person signing this Agreement has the authority to do so, and is entering into this Agreement on behalf of Agency and all existing and future employees.

AGENCY

MODA HEALTH PLAN, INC.  
OREGON DENTAL SERVICE  
MODA ASSURANCE COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Direct deposit authorization form

Electronic fund transfers (EFT) for payments to producers

Please provide the information requested in blue or black pen. This form instructs us to process your payments via electronic funds transfer (EFT). You may change the way you receive your payments at any time and as often as you want during the time that you receive payments by notifying us in writing. Please allow 30 days for us to process your request. This means that you should expect to continue receiving your payments as previously indicated until the change has been implemented.

## Section 1 > Transaction type

New setup     Cancel     Change

## Section 2 > Agency information

Complete and sign below as account holder.

Agency name	Agency number (TIN/SSN)		
Agency mailing address	City	State	ZIP
Email address			

## Section 3 > Bank account information

A voided check must accompany this request.



Account holder	Bank name		
Bank routing no.	Account no.		
Branch	City	State	ZIP



9-digit routing no.

Account no.

**Section 4 > Authorization**

The Producer hereby authorizes payments via EFT. If the Producer has designated a representative, this individual will be the account's contact person and is authorized to make future requests or changes under this authorization on behalf of the producer.

I hereby authorize Moda Health to initiate deposit of my monthly commissions, bonus payments, and/or corrections to any previous credits, to the financial institution listed in Section 3. If necessary, Moda Health may process withdrawal adjustments to this account in the event of overpayment. I understand that the initial set-up and any subsequent change requests may require up to 30 days processing time prior to the effective date, and during that time no payments from Moda Health will be direct deposited. Requests to terminate EFT will take effect in the next process cycle after a request is received. This authorization is to remain in full force and effect until I revoke it by giving 30 days prior notice by mailing Moda Health, Attn: Agent Relations Team, 601 S.W. Second Ave., Portland, OR 97204-3156 or emailing agentdesk@modahealth.com.

Name of designated representative	
Title	Phone number
Email address	
Producer signature X	Signature date

Producer name (please print)	
Title (if applicable)	Phone number
Producer signature X	Signature date

**Ready to submit?** Mail or fax this form with a copy of a voided check to Moda Health.

**Mail:** Moda Health, Attn: Agent Relations Team, 601 S.W. Second Ave., Portland, OR 97204-3156

**Fax:** 503-243-3949 Attn: Agent Relations Team

**Email:** agentdesk@modahealth.com

**modahealth.com   modahealth.com/idaho   modahealth.com/texas**

Health plans in Oregon, Washington, Alaska provided by Moda Health Plan, Inc. Health plans in California provided by Moda Health Plan, Inc. dba Moda Health Insurance.  
Dental plans in Oregon provided by Oregon Dental Service, dba Delta Dental Plan of Oregon. Dental plans in Alaska provided by Delta Dental of Alaska.