



COMMUNITY CARE
HEALTH

**COMMUNITY CARE HEALTH PLAN, INC.
BROKER/SOLICITOR AGREEMENT**

THIS BROKER/SOLICITOR AGREEMENT (this "Agreement") is entered into effective the 1st day of January, 2018 (the "Effective Date"), by and between COMMUNITY CARE HEALTH PLAN, INC., a California corporation (hereinafter referred to as "Plan"), and _____ (hereinafter referred to as "Broker") with reference to the following facts.

RECITALS

- A. Plan is a California corporation licensed under the laws of the State of California to operate a health care service plan providing health care benefits to persons enrolled in Plan.
- B. Broker is duly licensed by the State of California to solicit on behalf of Health Care Service Plans.
- C. Plan and Broker desire that Broker solicit employers to enter into agreements pursuant to which Plan will provide health care benefits to eligible persons enrolled in Plan, in exchange for prepayment fees.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the parties hereby mutually agree as follows:

AGREEMENT

1. TERMS.

1.1 Knox Keene Compliance. Broker agrees to familiarize himself/herself with the organization of the Plan, Plan procedures and contracts, and the provisions of the Knox-Keene Health Care Service Plan Act of 1975, as amended (the Act), and the rules promulgated thereunder (the Rules), and to comply, and cause his/her principal persons and employees to comply, with all applicable provisions of the Act and the Rules.

1.2 Marketing Materials. Broker agrees to use only those marketing and advertising materials designed by Plan and approved by the Director of the Department of Managed Health Care ("Director") for Plan solicitation.

1.3 Handling of Plan Funds. Broker agrees not to handle the funds of Plan, subscribers or other persons contracting with Plan. Additionally, it is not contemplated that Broker will receive checks payable to Plan, subscribers or such other persons. In the event Broker shall receive any such check, Broker shall forward each such check to the Plan by the close of the business day following receipt thereof. **At no time shall Broker deposit Plan funds in any bank account controlled by Broker.**

1.4 Record Retention and Access. Plan and Broker shall preserve in the State of California, for a period of not less than five (5) years, the last two (2) years of which shall be in an easily accessible place at the offices of Plan or Broker, the books of account and other records required under the provisions of, and for the purposes of the Act and the Rules. After such books and records have been preserved for two (2) years, they may be warehoused or stored, or microfilmed, subject to their availability to the Director within not more than five (5) days after request therefore.

2. COMPENSATION. As compensation for the services rendered under this Agreement, Plan shall pay Broker the applicable amounts set forth on EXHIBIT A, attached hereto and incorporated herein by reference. Plan shall make such payments after verification of premiums paid for enrolled members of each employer group who has executed a group agreement with Plan and has designated Broker as broker of record. Plan shall forward compensation to the payee named at the address indicated on the signature page of this Agreement.

3. INDEMNITY. Broker agrees to indemnify Plan and to hold it harmless from and against any and all loss, damage and expense that it may incur by reason of any claim, action, suit or governmental investigation or other proceeding brought against or involving Plan, which relates to or arises out of the performance of Brokers obligations under this Agreement.

4. TERM AND TERMINATION.

4.1 Initial Term. The initial term of this Agreement shall commence on the date and year set forth on the first page hereof and shall continue through December 31 of that year. Thereafter, it shall be automatically renewed for successive one (1) year periods, unless either party delivers written notice of nonrenewal to the other party at least sixty (60) days before the effective date of renewal.

4.2 Termination without Cause. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party.

4.3 Termination for Cause. Plan may terminate this Agreement for cause, effective immediately. Cause for termination shall include, but shall not be limited to, revocation, suspension or restriction of Brokers license.

5. NOTIFICATION. Broker agrees to promptly notify Plan of the institution of any disciplinary proceedings against him/her or against any of his/her principal persons or employees relating to any license issued to any such person by the California Department of Insurance.

6. NOTICES. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent personally delivered or by certified mail, return receipt requested, postage prepaid, to the following:

TO BROKER: The name and address listed on the signature block hereof

TO PLAN: Community Care Health Plan, Inc.
Attn: President
789 N. Medical Center Drive East
Clovis, CA 93611

Alternatively, such notice may be addressed to such other addresses as either party may have furnished to the other in writing as a place for the service of notice. Any notice so mailed as provided by this Section 6 shall be deemed to have been given upon the earlier of receipt or three (3) calendar days after the same is deposited in the United States mail.

7. ENTIRE AGREEMENT. This Agreement, together with the Attachment contains the entire agreement of the parties as to the subject matter hereof. Promises or representations not embodied in these documents shall have no force or effect.

8. AMENDMENT. This Agreement may be modified or amended only by a written document executed by both parties, provided, however, this Agreement shall be deemed automatically amended, without necessity of such a written document, to the extent required by the California Department of Insurance, Insurance Commissioner, or the California Department of Managed Health Care.

9. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective on and as of the date first written above.

PLAN:

Community Care Health Plan, Inc.
a California corporation

By: _____

Its: _____

Date: _____

BROKER:

Signature: _____

Print Name: _____

Firm Name and Address: _____

Date: _____

EXHIBIT A

COMPENSATION FOR SERVICES

Community Care Health Plan, Inc. Commission Schedule

Effective Date: [January 1, 2018]

Large Groups (101+ eligible employees): [up to 4% of Paid Premium]

Plan Initials and Date

Broker Initials and Date