

Producer Profile

| | | | |
|----------------------------|------------|---------------|-----|
| Producer Name | | Agency Name | |
| CO Producer License Number | | Email Address | |
| Office Phone | Cell Phone | Fax | |
| Mailing Address | | | |
| City | | State | Zip |
| Physical Address | | | |
| City | | State | Zip |
| Alternative Contact Name | | Email | |

Producer Appointment Paperwork Checklist

- Producer Agreement (attached)
- Exhibit A: Commission Schedule (attached)
- Exhibit B: Business Associate Agreement (attached)
- Exhibit C: Acknowledgement of Producer Relationship (attached – to be completed by all agents)
- Broker information form (attached – to be completed by all agents)
- W9 Form (attached)
- Colorado Producer License for Individual Agent (or Affiliated Agents)
- Colorado Producer License for Agency (if applicable)
- Proof of Errors & Omissions Coverage

Comments:

Producer Signature

Date



ROCKY MOUNTAIN
HEALTH PLANS®

We understand Colorado. We understand you.

Broker Information Sheet

Rocky Mountain Health Plans needs your help to ensure our contact information is accurate for you and any associates in your office or agency.

Please take a minute to complete the broker information below and send back with the completed Acknowledgment of Producer Relationship Form.

Broker Name: _____

Agency Name (if applicable): _____

License Number: _____

Email Address: _____

Website URL: _____

Address: _____

Address 2: _____

City: _____ State: _____ Zip Code: _____

Office Phone: _____

Mobile Phone: _____

Alternate Phone: _____

Fax: _____

www.rmhp.org

**Grand Junction —
Headquarters**
2775 Crossroads Blvd.
Grand Junction, CO 81506
970-244-7760

Denver
6251 Greenwood Plaza Blvd.
Suite 300
Greenwood Village, CO 80111
303-689-7367

Durango
555 RiverGate Lane
Unit B1-109
Durango, CO 81301
970-385-5131

Pueblo
503 N. Main Street
Suite 718
Pueblo, CO 81003
719-253-3900

PRODUCER AGREEMENT
(SOLO)

| | |
|---|--|
| ROCKY MOUNTAIN HEALTHCARE OPTIONS, INC., a Colorado nonprofit corporation (herein "Rocky Mountain") | _____ print/type name of contracting entity (herein "Producer") |
| 2775 Crossroads Boulevard Post Office Box 10600 Grand Junction, CO 81502-5600 | Physical Address of Producer: _____ _____ Mailing Address of Producer, if different from above: _____ _____ Telephone Number: _____ Alternate Telephone Number: _____ Fax Number: _____ Email Address: _____ Tax I.D. No.: _____ Producer License No.: _____ |

Rocky Mountain is a nonprofit health service corporation, duly licensed in Colorado to sell individual health plans.

Producer is experienced in marketing individual health plans to individuals and their dependents (collectively, "Individuals") and desires to market individual health plans available through Rocky Mountain to Individuals as provided below and submit to Rocky Mountain applications for individual health plans.

Producer and Rocky Mountain agree to all of the attached Terms and Conditions, along with the Exhibits described below, all of which are incorporated herein by this reference.

This Agreement is dated and shall be effective on the date set forth below by Rocky Mountain as the effective date.

| | |
|--|---|
| ROCKY MOUNTAIN HEALTHCARE OPTIONS, INC., a Colorado nonprofit corporation ("Rocky Mountain") | _____ (print/type name of Producer) |
| By: _____ (signature) _____ (print/type name of signatory) Title: _____ | By: _____ (signature) _____ (print/type name of signatory) Title: _____ |
| Effective Date: _____ (To be completed by Rocky Mountain) | |

ATTACHMENTS:

- Exhibit A: Commission Schedule
- Exhibit B: Business Associate Agreement
- Exhibit C: Acknowledgement of Producer Relationship

TERMS AND CONDITIONS

1. **Definitions.** The words and terms below shall have the following definitions:

A. “Rocky Mountain Service Area” shall mean the geographical area in which Rocky Mountain conducts its business and operations and maintain contracts with Primary Care Physicians, and which area has been approved by the Colorado Division of Insurance.

2. **Authorization.** Producer, subject to compliance with all terms of this Agreement, is authorized to submit to Rocky Mountain applications for individual health plans for Individuals. All applications shall comply with all rules, regulations and policies of Rocky Mountain and no coverage will be effective until applications are approved by Rocky Mountain. Producer shall verify information on applications submitted to Rocky Mountain and any change in the information submitted.

3. **Producer’s Compensation.**

A. **Payment.** Rocky Mountain shall pay Producer commissions in accordance with the attached schedule marked Exhibit A, in the manner and on the terms and conditions herein and therein designated, on premiums paid to Rocky Mountain by Individuals for whom Producer is the producer of record. Commissions shall be payable during the calendar month following the month of receipt by Rocky Mountain of the respective premiums on which the commissions are payable. If Producer is a corporation, partnership or other entity, commissions shall be paid to the entity and not to any persons working for or on behalf of the entity.

B. **Compliance.** Except as provided in paragraph 8.F., Producer shall be entitled to such commissions only so long as: (1) Producer complies with all terms of this Agreement; (2) Producer continues to be designated by Individuals for whom premiums are being paid as the producer of record with respect to such Individuals; (3) Producer is continuously and actively engaged as a producer in the business of selling health care plans; (4) the Individuals continue to pay premiums to Rocky Mountain; and (5) Producer is not employed by any licensed insurance carrier. If Producer disagrees

with the amount of commission paid to Producer by Rocky Mountain, Producer shall notify Rocky Mountain of such disagreement within twelve (12) months from the date payment of the commission is made. If Producer does not notify Rocky Mountain of such disagreement within such twelve (12) month period, Producer will have waived any objection to the payment of the commission received from Rocky Mountain.

C. **Premium Refunds/Rescinded or Retroactively Terminated Coverage/ Payment in Error.** Should Rocky Mountain, for any reason, refund any premium or rescind or retroactively terminate coverage with respect to any given Individuals’ health plan(s), Producer shall repay on demand any commission received on such refunded premium or rescinded or retroactively terminated coverage. Rocky Mountain, at its option, may offset such commissions owed to Rocky Mountain against any commissions owed Producer under this Agreement. Producer shall pay on demand to Rocky Mountain any commissions paid to Producer in error. Rocky Mountain, at its option, may offset such commissions owed to Rocky Mountain against any commission owed Producer under this Agreement.

D. **Change of Producer.** Producers submitting applications for Individuals are assumed to be producers of record for such Individuals. Any change by Individuals which results in Producer being a new producer of record for such Individuals will be recognized for the purpose of commission payments on the first day of the month following the month of receipt by Rocky Mountain of a producer of record letter which: (1) is dated; (2) clearly designates Producer as the producer to receive compensation and specifically rescinds all previous producer designations; and (3) is signed. Commissions shall be paid on premiums earned and paid after the effective date of the designation of Producer as the new producer of record. Producer shall cooperate with Rocky Mountain in effecting any change of producer requested by Individuals and shall provide to such Individuals or Rocky Mountain copies of such records as may be necessary to effect such change, without

disruption of service to the Individuals. Records, data or information maintained by Rocky Mountain in connection with coverage under any contract issued by Rocky Mountain shall at all times remain the property of Rocky Mountain.

4. Representations and Agreements of Producer.

A. Credentials and Certification of Producer. Producer certifies that:

(1) Producer is, and throughout the term of this Agreement shall continue to be, duly licensed by the State of Colorado to market health care plans available through Rocky Mountain, including lines of authority for individual health plans offered by Rocky Mountain;

(2) All information Producer has provided to Rocky Mountain concerning Producer's personal and educational background, license and certificates held and work experience is complete and accurate;

(3) Producer meets, and throughout the term of this Agreement shall continue to meet, the State of Colorado requirements for any license to market health care plans that Producer presently holds;

(4) Producer's license to market health care plans is, and throughout the term of this Agreement shall continue to be, current and in good standing with the State of Colorado;

(5) Producer shall comply with all Colorado statutes, all rules and regulations and all Rocky Mountain marketing requirements and administrative rules in marketing and selling Rocky Mountain individual health plans; and

(6) Producer has not been debarred, suspended or made otherwise ineligible to participate in any federal program. Producer will take no action during the term of this Agreement which would result in Producer being debarred, suspended or made otherwise ineligible to participate in any federal program.

At the request of Rocky Mountain, Producer shall provide to Rocky Mountain any information, including, but not limited to documents and records, concerning Producer's credentials, professional standing, licensing and errors and omission professional liability insurance coverage. If Producer is an entity, the term "Producer" as used in this paragraph shall include all persons who market or sell Rocky Mountain individual health plans on behalf of Producer.

B. Agreement to Provide Services. Producer shall use Producer's best efforts on a continuous basis to market individual health plans available through Rocky Mountain to Individuals in the Rocky Mountain Service Area.

C. Professional Standing. Producer shall maintain any licenses and lines of authority required to act as a health coverage, health maintenance organization, and nonprofit organization producer, in good standing throughout the term of this Agreement. Producer shall notify Rocky Mountain promptly, and in no event later than ten (10) days after the event giving rise to the obligation to notify Rocky Mountain, of any:

(1) changes in Producer's licensure or lines of authority;

(2) inquiries or disciplinary actions initiated by regulatory agencies;

(3) termination of Producer's authority to represent any insurers, health maintenance organizations or nonprofit organizations by reason of Producer's conduct while representing such organizations;

(4) cancellation or non-renewal of Producer's errors and omissions insurance coverage; or

(5) other circumstances which detrimentally affect Producer's ability to perform Producer's obligations pursuant to this Agreement.

At the request of Rocky Mountain, Producer shall provide to Rocky Mountain any information, including, but not limited to documents and records, concerning Producer's

credentials, professional standing, licensing and liability. If Producer is an entity, the term "Producer" as used in this paragraph shall include all persons who market or sell Rocky Mountain individual health plans on behalf of Producer.

D. Professional Liability Insurance. Producer shall purchase and maintain errors and omissions professional liability insurance in an amount of not less than \$500,000 for any claims arising from or in connection with the provision of Producer's services under this Agreement and the services of any person marketing or selling Rocky Mountain health care plans on behalf of Producer, if Producer is an entity, regardless of the time that the claim is made. If requested by Rocky Mountain, Producer shall furnish to Rocky Mountain a certificate of insurance with respect to the insurance coverage required hereunder.

E. Indemnity. Producer shall indemnify and hold harmless Rocky Mountain from any loss or liability, including professional liability and costs of legal defense, arising from or in connection with the provision of Producer's services pursuant to this Agreement. Rocky Mountain shall indemnify and hold harmless Producer from any loss or liability, including professional liability and costs of legal defense, arising from or in connection with Rocky Mountain's responsibilities under this Agreement. The terms of this paragraph shall survive termination of this Agreement and shall supersede any oral or written contrary agreement entered into between Producer and any individuals or persons acting on behalf of such individuals.

F. Records. Producer shall keep complete and accurate books and records pertaining to health care plans marketed by Producer on behalf of Rocky Mountain. Such books and records shall be available to Rocky Mountain for inspection and audit at the request of Rocky Mountain. Producer shall maintain such books and records for the period of time assigned by law applicable to the business of Rocky Mountain and Producer.

G. Terminating or Altering Coverage. Producer acknowledges that Rocky Mountain shall have the right to rescind, terminate and/or

to alter coverage existing under any contract executed between Individuals and Rocky Mountain.

H. Expectations. Producer agrees to the following:

(1) Producer, or if Producer is an entity, each person marketing or selling Rocky Mountain individual health plans on behalf of Producer, must attend one (1) two-hour information seminar on understanding Rocky Mountain policies and procedures, marketing requirements and administrative rules, and selling points of Rocky Mountain individual health plans.

(2) At the discretion of Rocky Mountain, Producer shall permit Rocky Mountain's representatives to monitor Producer's marketing and enrollment activities related to Rocky Mountain individual health plans.

(3) Health insurance must be a significant focus of the business of Producer, or if Producer is an entity, of each person who markets or sells Rocky Mountain individual health plans on behalf of Producer.

(4) Producer may request the involvement of Rocky Mountain sales representatives in presentations.

(5) Producer shall provide complete and accurate information for the quote request and application process within any applicable time frames required by law.

(6) Rocky Mountain reserves the right to limit the number of authorized producers in any market or service area.

(7) If Producer is an entity, Rocky Mountain reserves the right at its option to refuse to allow persons employed by Producer to market or sell Rocky Mountain individual health plans.

(8) Producer must support Rocky Mountain's philosophy of managed care.

I. Business Associate Agreement. By signing this Agreement, Producer is agreeing to comply with the terms and conditions of the

attached Exhibit B, entitled "Business Associate Agreement for Protection of Information."

5. **No Recourse Against Individuals.** In no event shall any Individuals be liable for any remuneration due Producer for Producer's services provided hereunder. No action may be maintained against any Individuals for sums owed to Producer by Rocky Mountain. Except as provided above, Producer shall receive no money or other things of value from any Individuals for the provision of Producer's services provided hereunder. The terms of this paragraph shall survive termination of this Agreement and shall supersede any oral or written contrary agreement entered into between Producer and any Individuals or persons acting on behalf of such Individuals.

6. **Prohibitions and Unauthorized Acts.**

A. **Prohibitions.** Producer shall not:

(1) receive any monies due or to become due to Rocky Mountain except the initial premium on Individuals' health plans solicited by Producer;

(2) pay or offer to pay or allow any rebate of premium in any manner whatsoever, directly or indirectly, on behalf of Individuals;

(3) use the trade name or trademark of Rocky Mountain or any affiliate of Rocky Mountain or advertise or broadcast in any way Producer's association with or relationship to Rocky Mountain or any affiliate of Rocky Mountain, including, without limitation by enumeration, newspapers, radio, television, signs, handout items and mailed items, without the prior written approval of Rocky Mountain. This prohibition shall not apply to the distribution of marketing materials provided by Rocky Mountain to Producer;

(4) violate any insurance laws in the State of Colorado;

(5) refuse to return, upon request, any printed matter, applications, sales literature or other written material which Rocky Mountain may furnish to Producer, which shall remain the property of Rocky

Mountain, subject at all times to its control and returnable upon demand; or

(6) for the period of this Agreement and after termination of this Agreement, divulge any information which Rocky Mountain considers to be proprietary and which Producer has obtained by reason of Producer's association with Rocky Mountain.

B. **Authority.** Producer shall only have the authority regarding Rocky Mountain individual health plans as expressly set forth herein. Producer is without authority to perform and expressly agrees not to perform the following acts on behalf of Rocky Mountain:

(1) bind Rocky Mountain to provide coverage;

(2) alter Rocky Mountain's premiums or premium payment schedule;

(3) determine when or whether Rocky Mountain will accept an application for coverage;

(4) determine the terms or conditions upon which Rocky Mountain will offer coverage to any prospective Individuals; or

(5) incur indebtedness or liability.

7. **Presentations by Rocky Mountain.** Producer shall permit Rocky Mountain's representatives to make presentations to Individuals to explain coverage and enrollment procedures, should Rocky Mountain wish to do so.

8. **Termination.**

A. **Term.** This Agreement shall commence on the date set forth below, and shall continue in effect from year to year after such date unless otherwise terminated in accordance with the provisions of this Agreement.

B. **Termination for Breach.** If either party to this Agreement fails to comply with any term, covenant or condition of this Agreement and does not cure such failure within ten (10) days following receipt of written notice from the other party specifying the failure to comply and

requesting that it be cured, then the non-breaching party may terminate this Agreement.

C. Right to Immediate Termination. Rocky Mountain may terminate this Agreement immediately without any prior notice for any of the following causes:

- (1) Producer's failure to comply with the terms of this Agreement;
- (2) for Producers who are natural persons, Producer dying, becoming incompetent or otherwise unable to perform Producer's obligations under this Agreement;
- (3) Producer's conviction of a felony (a plea of "no contest" or acceptance of a deferred judgment or any similar arrangement concerning such an offense shall be deemed a conviction); or
- (4) fraud or intentional misrepresentation of any material facts by Producer, or fraud or abuse in connection with the marketing of Rocky Mountain health care plans.

D. Unilateral Termination. Notwithstanding the foregoing, this Agreement may be terminated by either party with or without cause on at least thirty (30) days' prior written notice to the other party.

E. Partial Termination/Continuing Agreement with Individuals for which Producer is Producer of Record. Rocky Mountain shall have the right upon giving notice to Producer to terminate all of Producer's rights under this Agreement to solicit and obtain applications to enroll Individuals for which Producer is not the producer of record on the date such termination is effective, while continuing the Agreement only with regard to Individuals for which Producer is the producer of record as of the date the termination is effective.

F. Obligations Subsequent to Termination. Except as set forth below, upon termination of this Agreement, any commission due and payable to Producer shall be limited to the commission owed on premiums which have been paid to Rocky Mountain up to the period ending on effective date of termination. Such commission shall be paid to Producer within

ninety (90) days after the date of termination. As to any Individuals for whom Producer is designated as the producer of record when termination occurs, Producer agrees that Producer will not attempt to prevent the Individuals from continuing health plans of Rocky Mountain. If this Agreement is terminated by Rocky Mountain as a result of Rocky Mountain exercising its right to terminate the Agreement pursuant to paragraph 8.D., payment of commissions to Producer will continue for Individuals for whom the Producer is designated as the producer of record as of the date of termination until the date on which the first of the following events occurs: (1) annual renewal of the individual health care plan; (2) the date Producer is no longer designated the producer of record for the Individuals; (3) the date another individual or entity is designated as producer of record for the Individuals; (4) the date on which the Individuals terminate individual health plan coverage with Rocky Mountain; (5) the date that monthly commissions owed to Producer are less than Fifty Dollars (\$50.00) per month; (6) the date the Producer no longer is duly licensed by the State of Colorado to market health plans; or (7) ninety (90) days from the effective date of termination.

G. Death of Producer. If this Agreement terminates due to Producer's death and Producer's spouse or adult child is a licensed producer who meets Rocky Mountain's contractual specifications and requirements, Rocky Mountain will enter into a Producer Agreement with Producer's spouse or adult child which agreement will have the same terms as this Agreement, but shall only apply to Individuals for whom Producer was receiving commissions under this Agreement as of the date of death.

9. Arbitration.

A. Agreement to Arbitrate. Any controversy arising out of or in any way related to the rights, duties and obligations described in this Agreement shall be submitted to final and binding arbitration in accordance with this paragraph, and such claim shall be submitted to arbitration within one (1) year of the event on which the claim is based.

B. Arbitration Procedures. The arbitration shall be administered by the American Arbitration Association, and shall proceed under the Commercial Arbitration Rules then in effect and adopted and applied by the American Arbitration Association. The panel of arbitrators shall consist of three arbitrators. One arbitrator shall be selected by one party, one arbitrator shall be selected by the other party, and the third arbitrator shall be selected by the two arbitrators that have been chosen. If the two arbitrators are unable to agree to the selection of a third arbitrator, the third arbitrator shall be selected by the American Arbitration Association in accordance with the Commercial Arbitration Rules. In addition to complying with all of the Commercial Arbitration Rules, each party shall be required to make "Disclosures" as set forth in Colorado Rule of Civil Procedure (C.R.C.P.) 26(a)(1)(effective 1/1/01), which disclosures shall be made within ten (10) days after a date is selected for the arbitration hearing. In addition to such disclosures, each party shall disclose to the other party the "Disclosure of Expert Testimony" as set forth in C.R.C.P. 26(a)(2)(A) and 26(a)(2)(B)(effective 1/1/01), which disclosures shall be made at least twenty (20) days prior to the date of the arbitration hearing. The arbitration shall be conducted in Mesa County, Colorado. The arbitrators shall follow Colorado law in making an award. Written findings of fact and conclusions of law shall be issued by the arbitrators.

C. Powers of Arbitrators -- Enforcement of Award. The arbitrators shall have all powers as set forth in section 13-22-201, et seq., C.R.S., and such other powers as are authorized in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Unless an application is timely filed to vacate, modify or correct the award, the party in whose favor any award shall be made may file the same with the Clerk of a Colorado District Court, which Court may enter a judgment thereon, and if such award requires the payment of money, the Clerk may issue execution therefor. Each party, however, shall pay its own attorneys' fees and costs of arbitration, including filing fees, arbitration fees, and other costs. Fees and expenses incurred by the arbitrator that each party chooses shall be paid by that party. Each

party shall pay one-half of the fees and expenses incurred by the third arbitrator.

10. Agency Responsibilities. To the extent Producer is an Agency which contracts with individual producers to market and sell Rocky Mountain individual health plans, the Agency must register those producers and those producers must comply with the terms of this Agreement. The Agency shall:

A. Register producers with the Colorado Division of Insurance as producers for the Agency;

B. Notify Rocky Mountain that the Producer will be marketing individual health plans on behalf of the Producer;

C. Have the individual producers sign a Acknowledgement of Producer Relationship substantially in the form of attached Exhibit C naming Producer as the entity entitled to be paid commissions under this Agreement, and provide a copy of such Acknowledgement of Producer Relationship to Rocky Mountain;

D. Ensure that the producers' credentials comply with paragraphs 4.A. and 4.C. of this Agreement; and

E. Ensure that the producers otherwise comply with the terms of this Agreement.

11. General Provisions.

A. Self-Funded Plans. This Agreement shall not apply to self-funded plans for which Rocky Mountain is the third party administrator unless Rocky Mountain provides Producer written notice to add such plans.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue of all matters shall be in Mesa County, Colorado.

C. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, unless the invalid or unenforceable provisions are material to this Agreement and its invalidity or

unenforceability results in substantial economic detriment to either party to this Agreement.

D. Assignment. Producer's rights, duties and responsibilities pursuant to this Agreement may not be assigned or delegated by Producer without the prior written consent of Rocky Mountain.

E. Non-Exclusive Agreement. Producer acknowledges that Rocky Mountain may enter into other agreements with other producers to market individual health plans of Rocky Mountain in any Rocky Mountain Service Area.

F. Relationship of Parties. This Agreement is intended to create the relationship of independent contractor on the part of Producer as to the performance of the duties and obligations under this Agreement. Nothing contained in this Agreement shall be construed as creating the relationship of employer/employee nor shall it be construed as the Producer being an agent for Rocky Mountain. Neither party shall represent or hold itself out to any person or entity other than is consistent with the relationship of Producer as an independent contractor. Money or other settlements received by Producer for or on behalf of Rocky Mountain shall be received by Producer in a fiduciary capacity and shall immediately be paid to Rocky Mountain. None of the benefits provided by Rocky Mountain to its employees, including, but not limited to, workers' compensation insurance and unemployment insurance, are available from Rocky Mountain to Producer. Producer shall be solely and entirely responsible for Producer's acts during the performance of the terms and conditions of this Agreement.

G. Confidentiality. Producer agrees to comply with the following confidentiality provisions.

(1) Confidential Information. This Confidential Information provision shall apply to all "Confidential Information" to which Producer or Producer's personnel may be exposed. For purposes of this Agreement, "Confidential Information" shall include any Protected Health Information (PHI) pertaining to Rocky Mountain members (prospective, current, cancelled or

deceased), medical, business, scientific or technical information, trade secret, design, process, procedure, formula, intellectual property (software), or improvement and any data or information that is important, competitively sensitive, and not generally known by the public, such as policies and procedures, marketing strategies and business methods, techniques and strategies, pricing policies, financial information, referral sources, member lists and addresses, provider lists, provider contract information, rating methods, accounts payable and receivable, information concerning employees, physical plant and internal performance results. For the purposes of this Agreement, PHI shall consist of all individually identifiable health information transmitted or maintained by Rocky Mountain, regardless of form.

(2) Restrictions On Use And Disclosure. Except for work performed under this Agreement, Producer shall not use, copy, transfer, disclose, or permit any unauthorized person to obtain any such Confidential Information (whether or not the Confidential Information is in written or tangible form). Producer shall instruct all such personnel not to use, copy, transfer or disclose such Confidential Information except to the extent so required to perform the services they have been hired to perform and within the limitations imposed under this Agreement. The provisions of this paragraph shall survive termination of this Agreement.

(3) Security Measures. Producer shall use reasonable business efforts, including the use of confidentiality agreements with its employees and consultants to protect Confidential Information. The provisions of this paragraph shall survive the termination of this Agreement.

(4) Term and Return Of Information. Upon termination of this Agreement, Producer shall immediately return to Rocky Mountain all documents, records, notes and similar repositories containing Confidential Information in Producer's possession or under Producer's control, whether prepared

by Producer or others that reflect Confidential Information.

H. Injunction. The unauthorized disclosure or use of any Confidential Information by Producer could cause irreparable harm and significant injury to Rocky Mountain, which may be difficult to measure with certainty or compensate through damages. Accordingly, Rocky Mountain shall have the right to seek and obtain an immediate injunction enjoining any breach by Producer of this Agreement upon application to a court of competent jurisdiction, and Producer shall not plead as a defense to any such action that Rocky Mountain has an adequate remedy at law. Rocky Mountain shall have the right to be reimbursed by Producer for all costs, including attorney's fees, incurred in enforcing this Agreement.

I. Indebtedness of Producer. Rocky Mountain shall have a first lien on all commissions payable to Producer for any obligation owed by Producer to Rocky Mountain. Rocky Mountain may deduct or set off from commissions or other monies owed to Producer hereunder all obligations owed by Producer to Rocky Mountain. This lien shall not be extinguished by termination of this Agreement.

J. Legal Actions. Producer shall pay Rocky Mountain, upon demand, for any costs, including attorneys' fees, incurred by Rocky Mountain to answer or defend any: (1) attachments or garnishments involving Producer for which a judgment has been entered against Producer or a judgment is sought by a third party against Producer or (2) legal proceedings brought by a third party against Producer.

K. Entire Agreement. This Agreement, and the Exhibits attached to this Agreement, constitute the entire understanding and agreement of the parties, and shall supersede all prior understandings and agreements of the parties on the subject matter of this Agreement.

L. Amendments. This Agreement shall not be changed, modified or altered except by amendment, which, to be valid and enforceable, shall be in writing and signed by the parties; provided, however, Rocky Mountain shall have the right to prospectively change any provision

of this Agreement on thirty (30) days' notice to Producer, including the commission structure for individual products. Further, Rocky Mountain may unilaterally amend this Agreement in order to comply with any applicable federal or state laws or regulations. Any such amendment shall become effective thirty (30) days following Rocky Mountain's notice to Producer of the amendment, except that the amendment may become effective on an earlier date if any applicable state or federal law, statute or regulation that was the basis of the amendment requires a specific date of compliance, which date is less than thirty (30) days following Rocky Mountain's notice. Within such thirty-day period, as set forth above, Producer shall have the right to terminate this Agreement, effective at the end of such thirty-day period, by giving Rocky Mountain fifteen (15) days' prior written notice of intent to terminate.

M. Notices. Except as provided in this paragraph, all notices required by this Agreement shall be deemed sufficiently given if made in writing, upon mailing, United States First Class Mail, postage prepaid, to the addresses of the parties set forth on the signature page of this Agreement. All notices regarding the termination of this Agreement shall be deemed sufficiently given if made in writing, upon mailing, United States Mail, postage prepaid, certified mail, return receipt requested, to the addresses of the parties set forth on the signature page of this Agreement. The address to which notices are given may be changed by notice of change of address given in the method and manner for notice of termination provided herein.

N. Benefit. The terms and provisions of this Agreement shall bind and benefit the respective parties, their agents, employees, representatives, successors and permitted assigns. Rocky Mountain shall only have obligations under this Agreement for those individual health plans that the Producer sells under the terms of this Agreement.

EXHIBIT A

**Rocky Mountain HealthCare Options, Inc.
Producer Commission Schedule
Effective July 1, 2011**

INDIVIDUAL BUSINESS

The following commission schedule does not affect existing business enrolled with effective dates prior to July 1, 2011, until the next renewal of the existing business. Upon renewal, existing business shall be subject to this commission schedule.

| New Business Commission Schedule Based on Annual Sales | | Renewal Commission Schedule |
|---|------------------------|--|
| Annual Sales | Commission Tier | |
| 50 or more subscribers | 14% of monthly premium | 5% of monthly premium |
| 10 – 49 subscribers | 12% of monthly premium | 5% of monthly premium |
| 1 – 9 subscribers | 10% of monthly premium | 5% of monthly premium |

1. Annual Sales is the number of new subscribers enrolled in a SOLO health plan with effective dates during the preceding calendar year for whom Producer is the producer of record. Commission Tiers will be determined annually by Rocky Mountain and will be based on the number of new subscribers enrolled during the prior calendar year. For the partial year beginning July 1, 2011, Commission Tiers will be calculated on an annualized basis based on new subscribers enrolled with effective dates from January 1, 2011, to June 30, 2011.

2. Annual Sales are based on the number of new subscribers enrolled in Rocky Mountain individual health plans, regardless of the number of members enrolled per subscriber.

**EXHIBIT B
TO
PRODUCER AGREEMENT**

BUSINESS ASSOCIATE AGREEMENT FOR PROTECTION OF INFORMATION

The purpose of this Business Associate Agreement for Protection of Information (Business Associate Agreement) is to comply with HIPAA, as hereinafter defined.

RME and Producer/Agent are parties to an underlying agreement for services, entitled PRODUCER AGREEMENT.

The terms of the underlying agreement for services result in Producer/Agent's classification as RME's "Business Associate" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as hereinafter defined.

The HIPAA regulations require RME to enter agreements that include mandated provisions and terms with all producers or agents classified as RME's "Business Associates."

Producer/Agent and RMHMO agree to all Terms and Conditions, attached.

This Business Associate Agreement is dated and shall be effective on the date set forth on the signature page of the Producer Agreement.

I. Definitions. All terms used in this Business Associate Agreement, regardless of whether they are defined below, shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164.

A. "Business Associate Agreement" means this document/agreement, which may be incorporated by reference into the underlying agreement, or entered by the parties separately from the underlying agreement.

B. "Designated Record Set" means Protected Health Information maintained by or for RME, including but not necessarily limited to the enrollment, payment, claims adjudication, case or medical management records, and any other records used, in whole or in part, to make decisions about Individuals.

C. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91, as amended), and related HIPAA regulations (45 CFR Parts 160-164) including specifically any amendments or additions to such regulations as a result of HITECH.

D. "HITECH" means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

E. "Individual" means a person who is the subject of Protected Health Information.

F. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, and as amended.

G. "Protected Health Information" or "PHI" means any information which identifies, or could reasonably be used to identify, an Individual, and which relates to the Individual's health status, health care, or payments for his or her health care, or which a party is otherwise legally required to protect under the Privacy Rule or any other law.

H. "Rocky Mountain Entity" or "RME" means RMHMO, Rocky Mountain HealthCare Options, Inc., Rocky Mountain Health Management Corporation and Rocky Mountain Health Foundation, and any present or future affiliates or subsidiaries of any one of these entities.

I. "Security Rule" means the Security Standards for Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and as amended.

II. Permitted Uses and Disclosures by Vendor/Contractor

A. Permitted Uses. Except as otherwise limited in this Business Associate Agreement, Producer/Agent may use, disclose, have access to or be exposed to PHI to perform functions and services for, or on behalf of RME, provided that such activity would not

violate the Privacy Rule or applicable state law if done by RME:

- (1) As specified in the Producer Agreement;
- (2) In order to market RME's health plan products and enroll Individuals in RME's health plans;
- (3) For purposes of communicating with and providing service and information to Individual RME members regarding benefit management and claims administration.

B. Types of PHI. Protected Health Information that may be disclosed to Producer/Agent by RME in order for Producer/Agent to perform functions or services, described above, on behalf of RME include:

- (1) Benefit information, including prescription drug benefit information (i.e, what is a benefit under a member's plan with RME);
- (2) Primary Care Provider (PCP) information;
- (3) Membership or ID card information;
- (4) Name, address, phone number, or other contact information;
- (5) Member ID number;
- (6) Eligibility information;
- (7) Claim status (i.e, whether a claim has been paid or denied);
- (8) Date and place of service received by the Individual; and,
- (9) Member cost sharing or Member Billing Statement information.

C. Written Authorization. Unless RME is provided with a written authorization signed by the Individual allowing the disclosure of specific PHI, Producer/Agent will not request and RME will not disclose PHI regarding any Individual to Producer/Agent including, but not limited to:

- (1) Diagnosis, treatment, procedure, provider specialty, or drugs prescribed;
- (2) Referral or pre-authorization for service information;
- (3) Information related to alcohol, substance or domestic abuse, HIV or AIDS, mental health, or any other condition or treatment of an Individual given special protection under applicable laws.

D. Individual Not Enrolled by Producer/Agent. Producer/Agent will not request any PHI regarding an Individual who is not enrolled in one of RME's health plans by or through Producer/Agent, without specific written authorization from the Individual.

E. Applicability. Any function, activity, or service performed by Producer/Agent on behalf of RME will not violate HIPAA, the Privacy Rule, Security Rule, HITECH, or applicable state law if done by RME.

F. Disclosure to Employer, etc. Producer/Agent will not make a disclosure of PHI to an employer, plan sponsor, or group health plan without written authorization from the Individual, unless RME would be allowed by the Privacy Rule and applicable state law to make the disclosure.

III. **Obligations and Activities of Vendor/Contractor**

A. Permitted Use and Disclosure. Producer/Agent agrees to not use or further disclose Protected Health Information ("PHI") other than as permitted or required by this Business Associate Agreement, or necessary for the proper management and administration of Producer/Agent's business or in order to carry out the legal responsibilities of Producer/Agent as required by law.

B. Independent Obligation. Producer/Agent, consistent with its independent obligations under HITECH, will comply with applicable provisions of the Security Rule and the Privacy Rule with respect to PHI created or obtained by it through the underlying agreement and this Business Associate Agreement.

C. Security/Notification of Breach. At all times following the receipt of PHI by Producer/Agent until such time as the PHI is no longer in Producer/Agent's possession or subject to its control:

- (1) Producer/Agent shall implement administrative, physical, and technical safeguards, as required by the Security Rule, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of RME. Such administrative, physical, and technical safeguards, and other appropriate safeguards, shall be implemented in order to prevent any use or disclosure of PHI other than those permitted under this Business Associate Agreement;
- (2) Producer/Agent shall notify RME within five days of any use or disclosure of PHI not permitted by or contrary to the terms of this Business Associate Agreement of which Producer/Agent becomes aware;
- (3) Producer/Agent shall notify RME within five days of any security incident as required by 45 C.F.R. 164.314 of which it becomes aware; and
- (4) Producer/Agent shall comply with the requirements of HITECH and implementing

regulations, including specifically 45 C.F.R. 164.410 in order to notify RME of any breach of unsecured PHI following the discovery of such breach. Such notice will be provided without unreasonable delay, and in no case later than sixty calendar days after discovery of the breach.

D. Agents and Subcontractors. Producer/Agent agrees to ensure that any agent or subcontractor of Producer/Agent agrees to the same restrictions and conditions that apply throughout this Business Associate Agreement when such agents or subcontractors are performing any of the tasks, duties or obligations imposed on Producer/Agent by the underlying contract or agreement.

E. Access to Records. Producer/Agent agrees to provide access, at the request of RME, and in the time and manner designated by RME, to PHI in a Designated Record Set to RME or, as directed by RME, to an Individual in order to meet the requirements under 45 CFR 164.524. This is not necessary if Producer/Agent does not have PHI in a Designated Record Set.

F. Amendment to Records. Producer/Agent agrees to make any amendment(s) to PHI in a Designated Record Set that RME directs or agrees to pursuant to 45 CFR 164.526 at the request of RME or an Individual, and in the time and manner designated by RME. This is not necessary if Producer/Agent does not have PHI in a Designated Record Set.

G. Accounting of Disclosures. Producer/Agent agrees to document any disclosures of PHI not made to the Individual. Producer/Agent agrees to provide RME, upon request, with information related to such disclosures as would be required for RME to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

H. Confidential Communications. If Producer/Agent performs any functions for RME that require or permit Producer/Agent to communicate with RME health plan members, Producer/Agent will comply with any requests by members to receive communications of PHI by alternate means or at alternate locations that have been agreed to by RME, when requested to do so by RME.

I. Records. Producer/Agent agrees to make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of RME available to RME, or at the request of RME to the U.S. Secretary of the Department of Health and Human Services (“Secretary”), in a time and manner designated by RME or the Secretary, for the purpose of the Secretary determining RME's compliance with the Privacy Rule.

IV. Term and Termination

A. Term. This Business Associate Agreement shall be effective as of the date the Producer Agreement is signed by Producer/Agent, and shall terminate when all of the PHI provided by RME to Producer/Agent, or created or received by Producer/Agent on behalf of RME, is destroyed or returned to RME, or, if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

B. Termination for Cause. Upon RME's or Producer/Agent's knowledge of a material breach by the other party of the terms of this Business Associate Agreement, the non-breaching party will provide written notification to the breaching party that specifies the nature of the breach. The breaching party must cure the breach or end the violation on or before thirty days after provision of written notification. In the absence of a cure of the breach reasonably acceptable to the non-breaching party within the specified timeframe, the non-breaching party may:

(1) Terminate this Business Associate Agreement and the underlying agreement or contract upon written notice to Producer/Agent without any judicial intervention being required and without liability for such termination; or

(2) If termination is not feasible, report the issue to the Secretary of the U.S. Department of Health and Human Services.

C. Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Business Associate Agreement, for any reason, Producer/Agent shall return or destroy all PHI received from RME, or created or received by Producer/Agent on behalf of RME. This provision shall apply to PHI that is in the possession of subcontractors or agents of Producer/Agent. Producer/Agent shall retain no copies of the PHI.

(2) In the event that Producer/Agent determines that returning or destroying PHI is not feasible, Producer/Agent shall provide to RME notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Producer/Agent shall extend the protections of this Business Associate Agreement to PHI and limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as Producer/Agent maintains such PHI.

V. Miscellaneous

A. Amendment. The Parties agree to amend this Business Associate Agreement from time to time as is necessary for RME to comply with HIPAA, the Privacy Rule, the Security Rule, HITECH and any other applicable laws or regulations.

B. Hold Harmless. Producer/Agent agrees to and will indemnify, hold harmless and defend RME from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result of or arising directly or indirectly out of or in connection with (a) any non-fulfillment of any obligation under this Business Associate Agreement by Producer/Agent; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with Producer/Agent's performance under this Business Associate Agreement.

C. Survival. The respective rights and obligations of Producer/Agent under Sections IV. C and V. B of this Business Associate Agreement shall survive the termination of the underlying contract/agreement.

D. No Rights to Individuals. This Business Associate Agreement shall not be construed to provide any right to an Individual or to increase the duties or responsibilities of the parties hereto beyond the requirements established by this Business Associate Agreement. The sole purpose of this Business Associate Agreement is to establish the respective rights and duties of the parties hereto (and of RME). Any rights of an Individual are derived solely from law and not from this Business Associate Agreement.

E. RMEs Benefit from Agreement. An RME other than the signatory to this Business Associate Agreement shall be a third party beneficiary of this Business Associate Agreement to the extent that Vendor/Contractor provides services to such RME. To the extent that an RME other than the signatory to this Business Associate Agreement is a third party beneficiary of this Business Associate Agreement, such RME shall also have the obligations of the signatory to this Business Associate Agreement as set forth herein.

F. Assignment. No party may assign or transfer any or all of its rights and/or obligations under this Business Associate Agreement or any part of it, nor any benefit or interest in or under it, to any third party without the prior written consent of all other parties.

G. Interpretation. Any ambiguity in this Business Associate Agreement or inconsistency with a provision of the underlying agreement shall be resolved in favor of a meaning that permits RME to comply with applicable laws.

H. No Agency or Partnership. This Business Associate Agreement does not create a joint venture, partnership, or employer-employee relationship between the parties. In performing under this Business Associate Agreement, each party is at all times acting and performing as an independent contractor and is not an agent or representative of any other party.

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

| | | |
|--|---|---|
| Print or type See Specific Instructions on page 2 | Name (as shown on your income tax return) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ | |
| | <input type="checkbox"/> Exempt from backup withholding | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| | | | | | | | | | |
|-------------------------------|--|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | | |
| | | | | | | | | | |

OR

| | | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|--|
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|--|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt recipients 1 through 7 ² |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or single-owner LLC | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6. Sole proprietorship or single-owner LLC | The owner ³ |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

ACKNOWLEDGMENT OF PRODUCER RELATIONSHIP

The undersigned certifies and agrees to the following:

1. The undersigned is a producer who has a current producer license to act as a producer for health maintenance organization health care plans or nonprofit hospital, medical-surgical and health service corporation health care plans in the State of Colorado.

2. The undersigned is an employee or independent contractor of a producer agency (Contracting Producer Agency) which has a contract (Producer Contract) with Rocky Mountain Health Maintenance Organization, Inc., d/b/a Rocky Mountain Health Plans (RMHP) to act as a producer agent. Under the Producer Contract, the Contracting Producer Agency is authorized to sell health care plans offered by Rocky Mountain. The term Rocky Mountain, as used herein, shall mean the following:

RMHP, Rocky Mountain HealthCare Options, Inc. ("RMHCO"), Rocky Mountain Health Management Corporation ("RMHMC") or any health maintenance organization, insurance company, health service corporation, or third party administrator:

- (1) that is a subsidiary of RMHP, RMHCO or RMHMC;
- (2) whose Health Care Plans are administered or sold by or through RMHP, RMHCO or RMHMC; or
- (3) that has contracted with RMHP, RMHCO, RMHMC or any subsidiary of RMHP, RMHCO or RMHMC for the provision of medical or other health care related services to Covered Persons.

3. Unless the undersigned has a separate contract with RMHP to act as a producer agent, the undersigned will only place authorized business for Rocky Mountain health care plans as an employee or independent contractor of a Contracting Producer Agency.

4. Rocky Mountain shall not be required to pay any compensation or commission to the undersigned for any business the undersigned places for Rocky Mountain health care plans through a Contracting Producer Agency. Any commissions or other payments for placement of such business shall be paid by Rocky Mountain to the Contracting Producer Agency of which the undersigned is an employee or independent contractor as may be required by the Producer Contract.

5. If at any time, the undersigned becomes employed by, or becomes an independent contractor working through, another Contracting Producer Agency wherein the undersigned will be placing business for Rocky Mountain health care plans, the undersigned will immediately notify RMHP.

DATED this _____ day of _____, 2____.

(Print Producer's Name)

(Social Security Number)

(Name of Contracting Producer Agency)

By: _____
(Signature)