



# REFERRAL AGREEMENT



This letter sets forth the terms and conditions of the "Agreement" between

**Name of Participating Producer ("Producer")**

and Sterling Health Services, Inc., a California corporation ("Sterling"); and shall commence on

**Effective Date of Agreement**

The terms of this Agreement are as follows:

1. In full consideration of the services performed by the "Producer" in accordance with this Agreement, Sterling shall pay compensation as set forth in this Agreement. See Exhibit "A."
2. If Sterling provides a return of subscriber fees in accordance with its money back guarantee, Sterling will not seek retroactive adjustments to any compensation paid. Sterling reserves the right to change its commission structure.
3. Sterling shall pay any compensation payable under this Agreement in quarterly payments, no later than thirty (30) calendar days after the end of each calendar quarter.
4. Any materials or information concerning Sterling business and operations, including, but not limited to, this Agreement, Sterling's billing and fees, employees, legal disputes, policies, procedures, all documents and reports regarding or prepared by Sterling, and any other information regarding the provision of services by, or the administration and operation of Sterling, other than information in the public domain (collectively, "Sterling Confidential Information"), shall be kept confidential except that Producer shall be entitled to disclose such information as required by law or regulation.
5. This Agreement shall be effective for a term of one year from the Effective Date set in the Producer Information Page, and shall be automatically renewed for successive one year terms, unless earlier terminated as provided below.
6. Producer agrees to submit, along with this agreement, a completed W-9 Form as required by the IRS, and will keep Sterling updated with any changes related to information provided on this form.
7. Either party shall have the right to terminate this Agreement without cause by giving written notice of termination to the other party at least ninety (90) calendar days before the effective date of such termination. In the event of termination of this Agreement, the parties shall settle all outstanding matters related to this Agreement, including financial obligations as to compensation payments or otherwise, in good faith and in accordance with this Agreement.
8. Any modification, alteration, or change to this Agreement shall be made only by written supplemental agreements executed by authorized representatives of the parties.
9. The Effective Date of this agreement shall be the commencement date by which Sterling credits new business payable by commission to the Producer and cannot exceed more than 30 days preceding the date received in Sterling's main office.
10. You agree to comply with all applicable provisions of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), state regulations regarding HIPAA, regulations promulgated by the Centers for Medicare and Medicaid, and the rules and regulations adopted thereunder, and all other applicable state, federal, and local laws and regulations each as may be amended from time to time, in carrying out this Agreement. You agree to file the reports required by law and pay any taxes or fees that may be charged on commissions and bonuses paid to you by Sterling. These requirements shall survive termination of this Agreement for any reason.

PRODUCER INFORMATION PAGE			
<b>*PRODUCER NAME</b>			
<b>*AGENCY NAME</b>			
<b>*TAXPAYER ID#</b>		<b>PRODUCER LICENSE #</b>	
<b>COMPLETE ADDRESS</b>			
<b>PHONE NUMBER</b>		<b>FAX NUMBER</b>	
<b>EMAIL ADDRESS</b>		<b>WEBSITE</b>	
*Must match information on W-9 tax form. Commissions will be reported on 1099 form with this information.			

If the terms of this agreement are acceptable to you, please verify the information above is correct and sign where indicated. We look forward to working with you.

Sincerely,  
Sterling Health Services, Inc.

Agreed and accepted:

\_\_\_\_\_

Producer/Vendor Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Name of Producer/Vendor

Please complete the attached W-9, and mail the originals to Sterling and retain a copy for your files.



## **EXHIBIT "A"**

### Compensation

For the HSA: all such compensation paid by Sterling shall be composed of 10% commission payments based on account monthly maintenance fees collected by Sterling, which result directly from new and renewing subscriber enrollments.

For FSA and HRA plans, Sterling pays \$150 for new clients and \$75 for renewals.

Compensation is valid for one year and may be renewed annually.