

**Attachment D
Producer Appointment Application**

By completing this Producer Appointment Application, the undersigned is applying to be a non-exclusive Producer to Molina Healthcare, Inc., on behalf of itself and its wholly-owned health plans identified on the signature authorization page of this Agreement for purposes of marketing the Company Products listed in Attachment B, Company Products.

Please Print Clearly

Name:	Alias/Other Names:
Birth Date:	Social Security #:
Tax ID:	National Producer Number (NPN):
Corporation Name:	Appointment Type: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation
Mailing Preference: <input type="checkbox"/> Home <input type="checkbox"/> Business	
Home Address:	Business Address:
Home Phone:	Business Phone:
Fax Number:	Email (required):
Resident License State and License Number (attach copies of all licenses for appointment):	Non-Resident License States:
National Producer Number (NPN):	Marketplace ID Number:
Errors and Omissions coverage: <input type="checkbox"/> Yes <input type="checkbox"/> No Coverage Amount:	If Yes, name of carrier:

Background – Please provide a complete explanation of any “yes” answers on a separate sheet:

Yes	No	1. Have you ever had your insurance or securities license suspended, revoked or subject to disciplinary action, or have you ever had an application for an insurance license denied by any insurance department?
Yes	No	2. Have you ever been charged with, or indicted for, any criminal offense(s) other than civil traffic offenses?
Yes	No	3. Have you ever pled guilty, or nolo contendere, or been convicted of, any criminal offense(s) other than civil traffic offenses?
Yes	No	4. Had adjudication of guilt withheld, had a sentence imposed or suspended, had pronouncement of a sentence suspended, or been pardoned, fined, or placed on probation, for any criminal offense(s) other than civil traffic offenses?

Yes	No	5. Have you ever had a complaint filed against you with an insurance department, NASD or other regulatory agency or do you anticipate one being filed?
Yes	No	6. Have you been, within the last ten (10) years, a party to any civil action involving dishonesty, breach of trust, or a financial dispute?
Yes	No	7. Do you owe an insurance company or other person for any premiums collected or monies advanced?
Yes	No	8. Has any company or other person alleged that it has not received premiums or other monies due such company or person from you?
Yes	No	9. Do you agree to comply with all laws in the State you are appointed to sell in regards to marketing activities?
Yes	No	10. Do you agree to use ONLY marketing collaterals and advertisements that have been approved by Molina Healthcare, Inc. in connection with marketing Molina Healthcare, Inc. company products?
Yes	No	11. Do you agree to refrain from engaging in misleading, confusing, or "high pressure" sales tactics?

Attestation and Agreement

By signing below, I attest I have thoroughly reviewed this Producer Appointment Application and have answered all questions to the best of my knowledge.

I acknowledge that by signing and submitting this Producer Appointment Application, I have agreed to comply with all of the terms and conditions of Molina Healthcare, Inc.'s standard Producer Agreement. A copy of the Producer Agreement will be provided to me upon Molina Healthcare, Inc.'s approval of this Producer Appointment Application.

I acknowledge that upon approval of this Producer Appointment Application, I will be an independent contractor, not an employee of Molina Healthcare, Inc. Accordingly, I will have no claim for vacation or sick leave, retirement benefits, Social Security, Workers' Compensation benefits, disability or unemployment insurance benefits, or employee benefits of any kind.

I agree that I will not solicit individuals to enroll in Company Products until I receive notification from Molina Healthcare, Inc. that this Producer Appointment Application has been approved.

Applicant Signature: _____ Date: _____

DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS

(All states except California, Minnesota and Oklahoma)

This Disclosure and Authorization is provided to you in connection with your application (Producer Appointment Application) to Molina Healthcare, Inc. (the "Company") for status as a non-exclusive Producer to market the Company's Products listed in Attachment B, Company Products.

The Company desires to procure a consumer or investigative consumer report (or both) ("Background Reports") regarding your background for use by the Company or any legal affiliate (sister company or parent-subsidiary relationship) in evaluating your application for status as a non-exclusive Producer. Any Background Reports requested pursuant to your Authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. To the extent required by law, the Background Reports procured under this Disclosure and Authorization will be maintained as confidential.

You may obtain copies of any Background Reports about you from the consumer reporting agency ("CRA") that produces them. You may also request more information about the nature and scope of such reports by submitting a written request to the Company. To obtain contact information regarding CRA or to submit a written request for more information, contact: Molina Healthcare, Inc., Attention: Legal Department, 200 Oceangate, Suite 100, Long Beach, CA 90802.

Attached for your information is a "Summary of Your Rights Under the Fair Credit Reporting Act."

AUTHORIZATION: I have submitted an Agent Appointment Application to the Company. I have read and understand the above Disclosure and by my signature below, I consent to the release of Background Reports to the Company and its affiliates for the purpose of evaluating my application for status as a non-exclusive agent. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to SterlingBackcheck, Inc. retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law. I understand that I may revoke this Authorization at any time by delivering a written revocation to Company and the Company will, in that event, forward such revocation promptly to SterlingBackcheck, Inc. that either prepared or is preparing Background Reports under this Disclosure and Authorization. This Authorization shall remain in full force and effect until the earlier of (i) written revocation as described above, or (ii) twelve (12) months following the date of my signature below. A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

(Print Full Name and Residence Address)

(Signature)

(Date)

DISCLOSURE AND AUTHORIZATION CONCERNING BACKGROUND REPORTS (California)

This Disclosure and Authorization is provided to you in connection with your application (Producer Appointment Application) to Molina Healthcare, Inc. (the "Company") for status as a non-exclusive Producer to market the Company's Products listed in Attachment B, Company Products.

The Company desires to procure a consumer or investigative consumer report (or both) ("Background Reports") regarding your background for use by the Company or any legal affiliate (sister company or parent-subsidiary relationship) in evaluating your application for status as a non-exclusive Producer. Background Reports will be obtained through SterlingBackcheck. Any Background Reports requested pursuant to your Authorization below may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. To the extent required by law, the Background Reports procured under this Disclosure and Authorization will be maintained as confidential.

You may request more information about the nature and scope of Background Reports produced by any consumer reporting agency ("CRA") by submitting a written request to Company. You should submit any such written request for more information to Molina Healthcare, Inc., Attention: Legal Department, 200 Oceangate, Suite 100, Long Beach, CA 90802.

Attached for your information is a "Summary of Your Rights Under the Fair Credit Reporting Act." You will be provided with a copy of any Background Report procured by Company if you check the box below.

_____ By placing my initials on the line provided, I request a copy of any Background Report from any CRA retained by Company, at no extra charge.

Under section 1786.22 of the California Civil Code, you may view the file maintained on you by the CRA listed above. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at the CRA in person or by mail; you may also receive a summary of the file by telephone. SterlingBackcheck is required to have personnel available to explain your file to you and SterlingBackcheck must explain to you any coded information appearing in your file. If you appear in person, you may be accompanied by one other person of your choosing, provided that person furnishes proper identification.

AUTHORIZATION: I have submitted an Agent Appointment Application to the Company. I have read and understand the above Disclosure and by my signature below, I consent to the release of Background Reports to the Company and its affiliates for the purpose of evaluating my application for status as a non-exclusive agent. I authorize all third parties who are asked to provide information concerning me to cooperate fully by providing the requested information to SterlingBackcheck retained by Company for purposes of the foregoing Background Reports, except records that have been erased or expunged in accordance with law. I understand that I may revoke this Authorization at any time by delivering a written revocation to Company and that Company will, in that event, forward such revocation promptly to SterlingBackcheck that either prepared or is preparing Background Reports under this Disclosure and Authorization. In no event, however, will this authorization remain in effect beyond twelve (12) months following the date of my signature below. A true copy of this Disclosure and Authorization shall be valid and have the same force and effect as the signed original.

(Print Full Name and Residence Address)

(Signature)

(Date)

Summary of Your Rights under California Civil Code 1786.22

An investigative consumer reporting agency (“Agency”) will supply files and information that you have a right to inspect during normal business hours and on reasonable notice. All files that SterlingBackcheck maintains on you will be made available for your visible inspection, as follows:

- In person, if you appear in person and furnish proper identification. A copy of the file will also be available to you for a fee not to exceed the actual costs of copying.
- By certified mail, if you make a written request to, with proper identification, for copies to be sent to a specified address. However, agencies complying with a request for such a mailing will not be liable for disclosures to third parties caused by mishandling of mail after it leaves the Agency.
- A summary of all information contained in your file and required to be provided to you under the California Civil code will be provided by telephone, if you have made a written request, with proper identification.
- “Proper identification” includes documents such as a valid driver’s license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the Agency require additional information concerning your employment and personal or family history in order to verify his identity.
- The Agency will provide trained personnel to explain any information furnished to you pursuant to Civil Code 1786.10. The Agency will provide a written explanation of any coded information contained in your file. This written explanation shall be distributed whenever a file is provided to you for visual inspection.
- You may be accompanied by one other person of your choice when you come to inspect your file. This person must furnish reasonable identification. The Agency may require you to furnish a written statement granting permission to the Agency to discuss your file in your companion’s presence.

Resumen de sus derechos bajo el Código Civil de California 1786.22

Una agencia de informes de investigación de consumidores (“Agencia”) proporcionará archivos e información que usted tiene derecho a inspeccionar durante el horario comercial normal y con un aviso razonable. Todos los archivos que SterlingBackcheck mantenga acerca de usted serán puestos a su disposición para inspección visual, como sigue:

- En persona, si usted comparece en persona y proporciona la identificación apropiada. Se pondrá asimismo a disposición suya una copia del informe por un costo no superior al costo efectivo de hacer las copias.
- Por correo certificado, si usted efectúa una solicitud escrita, con identificación apropiada, para que se envíen copias a una dirección especificada. No obstante, las agencias que cumplan con una solicitud de tal tipo de envío por correo no serán responsables de las divulgaciones a terceros causadas por un manejo inapropiado del correo una vez que salga de la Agencia.
- Se proporcionará por teléfono un resumen de toda la información contenida en su archivo y que se requiera que sea proporcionada en virtud del Código Civil de California, si usted efectúa una solicitud escrita, con identificación apropiada.
- El término “Identificación apropiada” incluye documentos tales como una licencia válida para manejar, número de cuenta del Seguro Social, tarjeta de identificación militar, y tarjetas de crédito. Únicamente si usted no puede identificarse con tal información la Agencia podrá requerir información adicional en relación con su empleo e historial personal o familiar para verificar su identidad.
- La Agencia proporcionará personal capacitado para explicar cualquier información proporcionada a usted de conformidad con el Código Civil 1786.10. La Agencia proporcionará una explicación escrita de cualquier información codificada contenida en su archivo. Esta explicación escrita será distribuida siempre que un archivo le sea proporcionado a usted para inspección visual.
- Usted puede estar acompañado por otra persona de su elección cuando venga a inspeccionar su archivo. Esta persona debe proporcionar una identificación razonable. La Agencia puede requerir que usted proporcione una declaración escrita concediendo permiso a la Agencia para hablar de su archivo en presencia de la persona que le acompañe.

State Law Notices Relating to Your Background Report

Washington State Applicants only: You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

California, Massachusetts, Minnesota, New Jersey and Oklahoma Applicants Only: Please check the box to the left if you would like a free copy of any REPORT obtained by COMPANY from Sterling.

New York Applicants Only: By signing the authorization, you acknowledge that you have received a copy of New York Correction Law Article 23-A. You have the right, upon written request, to be informed whether an investigative consumer REPORT was requested. If such a REPORT was requested, you will be provided with the name and address of the consumer reporting agency that prepared the REPORT and you can contact that agency to inspect or receive a copy of the REPORT.

Para información en español, visite www.consumerfinance.gov/learnmore o escriba a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a

furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

• **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street SW Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive Mclean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

MOLINA HEALTHCARE, INC.
MARKETING GENERAL AGENCY AGREEMENT

THIS MARKETING GENERAL AGENCY AGREEMENT, is made and entered into by and between Molina Healthcare, Inc., on behalf of itself and its wholly-owned health plans identified on the signature authorization page of this Agreement (collectively, “Company”) and _____ (“Marketing General Agency”), with an effective date of _____.

Recitals

Whereas, Marketing General Agency is an entity that is contracted with Company to sell or market Company’s Products either directly or through Participating Producers appointed to Company as a representative of the Marketing General Agency; and

Whereas, Company wishes to market its Company’s Products to the general public.

Now, therefore, in consideration of the promises, covenants and warranties stated herein, Company and Marketing General Agent agree as follows:

Section 1
Duties and Responsibilities

- 1.1. Solicitation.** Marketing General Agency and Participating Producers shall be allowed to solicit from individuals of the general public, applications for Company Products included in Attachment B, Company Products. Marketing General Agency and Participating Producers are only authorized to solicit Company Products listed in Attachment B, Company Products. Marketing General Agency and Participating Producers may not solicit on behalf of Company any Company Products not listed in Attachment B, Company Products. Marketing General Agency shall ensure that Marketing General Agency and Participating Producers shall have sufficient knowledge of Company’s organization, procedures, and state and federal law before engaging in any acts of solicitation for Company.
- 1.2. License.** Marketing General Agency agrees that Marketing General Agency and Participating Producers will secure and maintain such licenses and appointments as is necessary to transact business on behalf of the Company and as required by any state or jurisdiction where Marketing General Agency and Participating Producers solicit sales or market any Company Products. Before being appointed, Marketing General Agency shall provide Company copies of all required licenses for both the Marketing General Agency and Participating Producers. Marketing General Agency must notify Company immediately of any expiration, termination, suspension, disciplinary proceedings, or other action by a Department of Insurance or any other governmental agency affecting said licenses or appointment.
- 1.3. Representations.** Marketing General Agency and Participating Producers shall not make any representations with respect to Company’s benefit coverage except as may be contained in the material prepared and furnished to the Marketing General Agency by the Company. Marketing General Agency and Participating Producers shall not make any oral or written alterations, modification or waiver of any of the terms or conditions applicable to that coverage without the express prior written consent of Company. Marketing General Agency and Participating Producers shall use best efforts to ensure that each application for coverage is fully and truthfully completed by the applicant.

- 1.4. Authorization of Producer.** Marketing General Agency and Participating Producers are not authorized to, and agree not to, enter into, alter, deliver or terminate any Benefit Contract or Policy on behalf of Company, extend the time of payment of any charges or premiums, or bind Company in any way.
- 1.5. Applications Submitted by Producer.** Marketing General Agency acknowledges and agrees that Company reserves the right, in accordance with applicable law, to reject any and all applications submitted by Marketing General Agency and Participating Producers.
- 1.6. Promotional and Descriptive Material.** Marketing General Agency and Participating Producers shall not broadcast, publish or distribute any advertisements or other material relating to Company Products, not originated by Company, nor use the name, trademark or logo of Company in any way or manner without Company's prior written consent and then only as specifically authorized in writing by Company. The restrictions on promotional and descriptive material include, but are not limited to, enrollment materials, internet communications, or any type of electronic or written communications that represent Company Products, brochures, telephone directory advertisements and Producer or agency company listings.
- 1.7. Record Retention.** Marketing General Agency agrees to maintain all records for a period of at least ten (10) years, which includes, but is not limited to, all transactions pertaining to applications submitted to and accepted by Company on behalf of Marketing General Agency and Participating Producers, and any other documents as may be required by the applicable Department of Insurance or other governmental agency. Any and all records described above or as may otherwise relate to Marketing General Agency's activities in connection with Company business shall be accessible and available to representatives of the Company, and to federal, state and local governmental authorities having jurisdiction over the Company, or their respective designees, each of whom may audit such records at any time upon reasonable prior written notice while this Agreement is in effect or within ten (10) years after termination thereof.
- 1.8. Insurance.** Marketing General Agency agrees to obtain and maintain Errors and Omissions Insurance Coverage with minimum amounts of \$1,000,000 per incident and \$1,000,000 in aggregate, or such higher amounts as may be required by law or as determined by Company, and from a carrier satisfactory to the Company for the Marketing General Agency and each of the Participating Producers. Marketing General Agency shall provide to Company, certificates of insurance evidencing such coverage, upon execution of this Agreement and no less than annually, or upon request by Company at any time. Marketing General Agency agrees to make best efforts to provide Company with thirty (30) days prior written notice, and in any event will provide notice as soon as reasonably practicable, of any modification, termination or cancellation of such coverage.
- 1.9. Relationship of parties.** Marketing General Agency is an independent contractor and shall have no claim to Commissions except as provided for under this Agreement and Marketing General Agency shall not be entitled to reimbursement for any expenses incurred in performing any of its obligations under this Agreement. This Agreement does not give Marketing General Agency any power of authority other than as expressly granted herein and no other greater power shall be implied from the grant or denial of powers specifically mentioned herein. This Agreement is not intended to create a relationship of agency, representation, joint venture or employment between the parties. Nothing herein contained shall prevent any of the parties from entering into similar arrangements with other parties. Each of the parties shall maintain separate and independent management and shall be responsible for its own operations. Nothing contained in this Agreement is intended to create, nor shall be construed to create, any right in any third party. Nor shall any third party have the right to enforce this Agreement. Marketing General Agency further agrees that to the extent of any indebtedness to Company from

Marketing General Agency, Company shall have the first lien against any compensation which may be due Marketing General Agency by Company, and such indebtedness may be deducted at the Company's option from any compensation which may be due to Marketing General Agency by Company regardless of how such indebtedness was created.

- 1.10. Trade Secrets and Confidential Information.** Marketing General Agency and Participating Producers will treat as trade secrets and as confidential information any and all information concerning customers of Company or its business, strategies, technologies, products, techniques, methods, systems, price-books, rating tools, plans or policies. Marketing General Agency and Participating Producers will not, during the term of this Agreement or at any time thereafter, disclose such information, in whole or in part, to any person, firm or corporation for any reason or purpose whatsoever, or use such information in any capacity other than as a Marketing General Agency or sales agent/producer of Company in furtherance of Company's interests. Marketing General Agency shall implement appropriate systems and controls that: a) ensures the integrity and confidentiality of any information that is a trade secret and/or confidential information; b) protects against any anticipated threats or hazards to the security or integrity of any information that is a trade secret and/or confidential information; and c) protects against unauthorized access to, or use of, such information that could result in substantial harm or inconvenience to any customer of Company. Upon termination of this Agreement, or sooner if requested by Company, Marketing General Agency will immediately deliver to Company any and all literature, documents, data, information, order forms, memoranda, correspondence, customer and prospective customer lists, customer orders, records, cards or notes acquired, compiled or coming into Marketing General Agency and Participating Producers knowledge, possession, custody or control in connection with his/her activities as a producer or sales representative of Company, as well as all machines, parts equipment, rating tolls and other materials received by Marketing General Agency and Participating Producers from Company or from any of its customers, agents/producers or suppliers in connection with such activities.
- 1.11. Indemnification.** Marketing General Agency shall indemnify and hold harmless the Company and its officers, directors, shareholders, employees, agents, and representatives from any and all liabilities, losses, damages, claims, and expenses of any kind, including costs and attorney's fees, which result from the duties and obligations of the indemnifying party and/or its officers, directors, shareholders, employees, agents and representatives under this Agreement.
- 1.12. Company Business.** Company reserves the right, in its sole discretion, without any liability or obligation to Marketing General Agency and Participating Producers, to operate Company's business, including making any changes to its business operations, as it chooses, including taking any of the following actions:
- 1.12.1.** To discontinue and withdraw from distribution any Company Product in any state;
 - 1.12.2.** To modify or amend any Benefit Contract or Policy;
 - 1.12.3.** To establish, modify or change the premium rate charged by Company for any Company Product;
 - 1.12.4.** To determine all terms, conditions and limitations, including the effective date, of any Benefit Contract or Policy;
 - 1.12.5.** To modify or change the terms, conditions and limitations, including the effective date, of any Benefit Contract or Policy;
 - 1.12.6.** To modify or change the terms and conditions pursuant to which any Company Product is authorized to be sold;
 - 1.12.7.** To cease doing business in any state or jurisdiction;
 - 1.12.8.** To reject any application for coverage submitted by Marketing General Agency and Participating Producers of the Marketing General Agency;

1.12.9. To modify or discontinue, or change the form of methodology of, any payments of Commissions to Marketing General Agency, pursuant to Section 4.5, Amendment, including all Commission payments due and owing to Marketing General Agency by Company for all new business produced by Marketing General Agency as of the effective date of such modification or change and all business in force as of the effective date of such modification or change;

1.12.10. To establish modify or change any Company processes that differentiate between Marketing General Agency and other Marketing General Agencies of Company.

1.13. Training. Marketing General Agency and Participating Producers agree to participate in any and all seminars, training courses, and other education programs that Company may require. To the extent Company requires Marketing General Agency and Participating Producers to certify to the completion of such programs, or to obtain a minimum score on a program that contains an examination, the Marketing General Agency and Participating Producers must so certify or obtain such score as required. The failure to participate in such program, or to so certify or obtain such minimum score, if required, shall enable the Company to terminate this Agreement pursuant to Section 3, Term and Termination.

1.14. Effectuating the Terms of this Agreement. Marketing General Agency shall cooperate fully with Company in effectuating the terms of this Agreement, in its business operations with Insureds and its potential customers, and in any investigation or proceeding of any regulatory or governmental body, or court of competent jurisdiction, including, where required by law, making its books and records available to such entities for inspection, if it is determined by Company that the investigation or proceeding affects matters covered by, related to, or arising out of this Agreement.

1.15. Compliance with Law. Marketing General Agency agrees to reasonably assist Company, at no cost to the Company, to ensure Company's compliance with all applicable laws, rules or regulations that relate to the Company Product(s) sold to the Insured. Marketing General Agency shall also ensure that all Participating Producers and any other employees or principal persons of the Marketing General Agency comply with all applicable laws, rules or regulations that relate to the Company Product(s) sold to the Insured. Such assistance shall include, but is not limited to, (a) providing notice to Company regarding Marketing General Agency's receipt of a request by Company's member, an Insured, or prospective Insured for a Summary of Benefits and Coverage (as defined by federal law) ; and/or (b) providing timely delivery of the SBCs to Company's members, Insureds, and prospective Insureds, in each case as Company may request pursuant to the terms of its written policies that are communicated to Marketing General Agency and that may be amended from time to time. Upon request by Company, Marketing General Agency shall promptly provide Company with all relevant information and/or documentation regarding Marketing General Agency's fulfillment of its obligations set forth in this Section. Furthermore, Marketing General Agency agrees to indemnify Company from and against any loss, damage or expense, including reasonable attorneys' fees, caused by or arising from Marketing General Agency's failure to provide such reasonable assistance.

1.16. Suspension of Marketing Privileges. In the event Company determines in its sole discretion that suspension of marketing privileges of any Marketing General Agency or Participating Producer is in the best interests of Company or its Insureds, Company shall notify Marketing General Agency, and within two (2) business days of receiving such notice, or such shorter time period identified in the notice, Marketing General Agency and/or Participating Producers shall cease to market and shall not recommence marketing Company Products until such time as Company notifies Marketing General Agency that the applicable person's marketing privileges shall be reinstated.

1.17. Company Funds. Marketing General Agency and Participating Producers are not authorized to receive any Company funds. In the event that the Marketing General Agency or Participating Producer inadvertently receive any Company Funds, Marketing General Agency is required to notify Company

immediately and remit the Company funds to Company no later than the close of the business day following the date of receipt.

1.18. Information concerning Customers of Company. With respect to information concerning customers of Company, Marketing General Agency agrees to:

- 1.18.1.** Ensure that any producer, including a subcontractor, to whom it provides such information received from , or created or received by Marketing General Agency, agrees to the same restrictions and conditions that apply through this Agreement to Marketing General Agency with respect to such information; and
- 1.18.2.** In no event, without Company’s prior written approval, provide such information to any employee or producer, including a subcontractor, if such person or entity receives, processes, or otherwise has access to such information outside of the United States.

Section 2 Commissions

2.1 Commissions. For purposes of this Agreement, the term “Commissions” shall be defined broadly to include any compensation paid by Company out of Company funds to Marketing General Agency on Company’s behalf in exchange for the services provided by Marketing General Agency and described in this Agreement. Company will pay Marketing General Agency Commissions on the Benefit Contracts or Policies produced by Marketing General Agency and Participating Producers, if such Commissions are required to be paid, in accordance with the terms set forth in Attachment A, Commission Schedule and the terms of this Agreement. Marketing General Agency is solely responsible for compensating any Participating Producers. The Company is not responsible for compensating any Participating Producers. Any or all Commission required to be paid by Company under this Agreement may, in the sole discretion of the Company, be paid to Marketing General Agency by electronic means. Commissions will only be eligible to be paid on such business for the time period which Marketing General Agency or Participating Producers have been designated “Agent of Record” or “Broker of Record” in writing by the Insured and the Insured’s Benefit Contract or Policy remains effective with Company. Any change in “Agent of Record” or “Broker of Record” designation by an Insured must be in writing on the plan sponsor’s letterhead and signed by an authorized company officer or other Insured personnel acceptable to Company. An “Agent of Record” or “Broker of Record” letter that designates a change for Commission payments (including a change in the recipient of such payments) will become effective on the first of the month following receipt by the Company unless another future date is designated in the letter, and the Marketing General Agency and Participating Producers agree that such change may apply retroactively.

2.2 Offset. If Commission payments are adjusted retroactively and Marketing General Agency or Participating Producer is no longer the "Agent of Record" or "Broker of Record" as of an earlier date or the Insured’s Benefit Contract or Policy is no longer effective as of an earlier date, Marketing General Agency agrees that Company can offset against future Commissions, and/or can require Marketing General Agency to remit to the Company any excess Commission payments made by the Company within ten (10) days of the effective date except to the extent Marketing General Agency can document, to the reasonable satisfaction of Company, that the Marketing General Agency or Participating Producer continued to service such customer during the period between such earlier date and the retroactive date.

2.3 Commission Assignment Rights.

- 2.3.1.** Pursuant to Company policy, Marketing General Agency is solely responsible for compensating any Participating Producers. The Company is not responsible for compensating any Participating Producers. Before compensating Marketing General Agency for Benefit Contracts or Policies

produced by Participating Producers, the Participating Producer, must assign commissions to the Marketing General Agency, pursuant to the terms below:

- 2.3.1.1.** Obtain Company's written consent;
- 2.3.1.2.** The assignment must be in writing, in a form acceptable to Company and irrevocable, and will be honored only when the assignee certifies that (a) the assignor holds a valid relationship with the assignee, and (b) the assignor is required to assign all Commissions to the assignee;
- 2.3.1.3.** The terms of the assignment must be determined by Company not to prejudice the interest of Company;
- 2.3.1.4.** This Agreement is in force and in good standing at the time of assignment; and
- 2.3.1.5.** The Company determines in its sole discretion that such assignment of Commissions is lawful.

2.3.2. Any purported assignment or transfer of any interest in a Participating Producer's Commission other than in strict compliance with 2.3 shall be void as to Company.

2.3.3. Any assignment or transfer of any interest in Participating Producer's Commission in compliance with 2.3, will not relieve Marketing General Agency of its obligation to refund any impermissible Commission payments, including, without limitation, payments made to Marketing General Agency prior to Company's receipt of an "Agent of Record" or "Broker of Record" letter that designates a retroactive change in an Insured's producer.

2.4 Rights to Commissions on Termination. If this Agreement terminates pursuant to section(s) 3.3, Termination With Cause, or 3.4, Immediate Termination, the Company shall cease paying Commissions to Marketing General Agency on Benefit Contracts and Policies produced by Marketing General Agency or Participating Producers at the time of termination. If the Agreement is terminated for other reason, Marketing General Agency shall be eligible to continue to receive Commissions on Benefit Contracts and Policies produced by Marketing General Agency or Participating Producer, if such Commissions are required to be paid, pursuant to the terms of Attachment A, Commission Schedule, and for as long as the Marketing General Agency or Participating Producer continues to be designated as "Agent of Record" or "Broker of Record" by the Insured with respect to the Benefit Contract or Policy for which Commissions are paid and the Insured's Benefit Contract or Policy remains effective with Company. Notwithstanding the above, should the Marketing General Agency or Participating Producer be hired by Company as an employee at any point after this Agreement becomes effective, such person shall not be entitled to any Commissions whether or not Insured wishes such person to remain as "Broker of Record". Payment of Commissions shall cease as of the date of hire by the Company. Please also reference, Section 3, Term and Termination.

2.5 Loss of Commissions

2.5.1. No further Commissions shall be payable to Marketing General Agency should Company terminate this Agreement pursuant to section(s) 3.3, Termination With Cause, or 3.4, Immediate Termination, for Benefit Contracts and Policies produced by Marketing General Agency or Participating Producers.

2.5.2. If Marketing General Agency is receiving Commissions pursuant to post termination rights, as governed by section 2.4, Rights to Commissions on Termination, no further Commissions shall be payable to Marketing General Agency if:

- 2.5.2.1.** Marketing General Agency fails to immediately remit to Company any funds received on behalf of the Company;
- 2.5.2.2.** Notwithstanding Company's right to offset, Marketing General Agency shall at any time be indebted to Company for more than sixty (60) days;
- 2.5.2.3.** Marketing General Agency who induces or attempts to induce any Insured to give up coverage or replace a Benefit Contract or Policy with coverage by another company unless such change is clearly in the best interest of the Insured;

- 2.5.2.4.** Marketing General Agency purports to act, or represents that Marketing General Agency or Participating Producers is entitled to act in any way on behalf of Company other than as expressly permitted by this Agreement; or
- 2.5.2.5.** Marketing General Agency commits any or fraud or dishonesty, engages in inappropriate behavior or conduct, breaches any fiduciary duty or does anything which would have been a material default or substantive breach during the period this Agreement remained in effect.
- 2.5.3.** If a Participating Producers commits any of the acts in 2.5.2.3, 2.5.2.4, or 2.5.2.5, Marketing General Agency shall no longer receive Commissions associated with that Participating Producer.

2.6 Limitations on Commission Payments. Subject to the terms of this paragraph and Attachment A, Commission Schedule, Company will pay to Marketing General Agency Commissions due under this Agreement within thirty (30) days following the end of each calendar month based on a percent of premiums received by Company on a monthly basis, if such Commission is required to be paid. Marketing General Agency is solely responsible for compensating any Participating Producers. The Company is not responsible for compensating any Participating Producers.

2.7 Disclosure of Compensation. If applicable and required by state or federal law, Marketing General Agency and Participating Producers agree to disclose in writing to each customer, in advance of purchase, the nature of any compensation Marketing General Agency or Participating Producers will receive or may be eligible to receive from Company in connection with the placement or servicing of the customer's business, as well as the nature of any other material business relationship that Marketing General Agency and Participating Producers have with Company. If applicable and required by state or federal law, Marketing General Agency and Participating Producers will provide any additional disclosure required under state or federal law, including if applicable any disclosure that may be required pursuant to the Federal Department of Labor's ERISA Prohibited Transaction Exemption 77-9. If applicable and required by state or federal law, Company may disclose to customers, compensation paid to Marketing General Agency or Participating Producers by Company or for which Marketing General Agency or Participating Producers may be eligible in accordance with Company's policies on producer compensation disclosure and in accordance with applicable state or federal law.

Section 3 Term and Termination

- 3.1 Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect for one (1) year. Thereafter, this Agreement shall automatically renew for successive terms of one year each, unless either party terminates the Agreement in accordance with this Section.
- 3.2 Termination without Cause.** Either party may terminate this Agreement at any time with or without cause upon thirty (30) days prior written notice to the other party.
- 3.3 Termination for Cause.** Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party if the party to whom such notice is given is in breach of this Agreement, and such breach is not cured to the non-breaching party's satisfaction within the fifteen (15) day notice period.
- 3.4 Immediate Termination.** Company may terminate this Agreement immediately upon written notice to Marketing General Agency at any time upon (a) material default or substantive breach by Marketing General Agency of one or more of its obligations under this Agreement (including any amendments), (b) any expiration, termination, or suspension of any license and appointment that is necessary for Marketing General Agency to transact business on behalf of Company and that are required by any state or jurisdiction where Marketing General Agency and Participating Producers solicit sales of any

Company Products, (c) Marketing General Agency's commission of fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty, (d) Marketing General Agency violates any law, regulation or guideline, (e) Marketing General Agency is accused in writing of violating any such law, regulations or guideline by any regulatory agency, (f) Marketing General Agency engages in behavior that is unethical or harms the reputation of Company, or (g) Marketing General Agency makes a general assignment for the benefit of creditors or files a petition in bankruptcy. Marketing General Agency's failure to comply with any provision of this Agreement shall be material if Company determines that such failure affects Marketing General Agency's ability to perform under this Agreement. Termination for cause shall not be Company's exclusive remedy, but shall be cumulative with all other remedies available at law or in equity. A failure to terminate this Agreement for cause shall not be a waiver of the right to do so with respect to any past, current or future default.

3.5 Automatic Termination. This Agreement will automatically terminate (i) upon the death of Marketing General Agency, if Marketing General Agency is an individual, (ii) upon the dissolution of the corporation or partnership, if Marketing General Agency is a corporation or partnership, or (iii) upon the Company's employment of Marketing General Agency as an employee, if the Marketing General Agency is an individual. In the case of (iii), such individual Marketing General Agency shall also not be entitled to any further payments as a Marketing General Agency, to the extent such Marketing General Agency was so entitled prior to such employment. Please reference, section 2.5, Rights to Commissions on Termination, if applicable.

Section 4 General Provisions

- 4.1. Dispute Resolution.** Any claim or controversy arising out of or in connection with this Agreement shall be resolved, to the extent possible, within forty-five (45) days through informal meetings and discussions between appropriate representatives of the parties. Any remaining claim or controversy shall be resolved through binding arbitration conducted by a single arbitrator in accordance with the AAA Commercial Arbitration Rules, then in effect, in Long Beach, California. The parties shall conduct a mandatory settlement conference at the initiation of arbitration, to be administered by AAA. The arbitrator shall have no authority to award damages or provide a remedy that would not be available to such prevailing party in a court of law or award punitive damages. Each party shall bear its own costs and expenses, including its own attorneys' fees, and shall bear an equal share of the arbitrator's and administrative fees. The parties agree to accept any decision by the arbitrator as a final determination of the matter in dispute, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration must be initiated within one (1) year of the earlier of the date the claim or controversy arose, was discovered, or should have been discovered with reasonable diligence; otherwise it shall be deemed waived. The use of binding arbitration shall not preclude a request for equitable and injunctive relief made to a court of appropriate jurisdiction.
- 4.2. Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 4.3. Waiver.** Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.
- 4.4. Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable by any valid law or regulation of the State of California or of the United States, or declared void by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

4.5. Amendment. Company may, without Marketing General Agency's consent, immediately amend this Agreement to maintain consistency and/or compliance with any state or federal law, policy, directive, or government sponsored program requirement. Company may otherwise amend this Agreement upon thirty (30) days' prior written notice to Marketing General Agency. If Marketing General Agency does not deliver to Company a written notice of rejection of the amendment within that thirty (30) day period, the amendment shall be deemed accepted by and shall be binding upon Marketing General Agency.

4.6. Notices. Any notice required under this Agreement, shall be made in writing and given to the other party by registered or certified U.S Postal Service Mail, personal delivery, overnight courier that guarantees next day delivery, or confirmed facsimile. Any notice sent by registered or certified U.S. Postal Service Mail, shall be deemed given on the date of delivery. Notices delivered through an overnight courier, that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the notice to the overnight courier. Notices shall be made at the following addresses:

If to Marketing General Agency:

Name:
Title:
Company: Stone Hill National
Address: 257 East 200 South
Salt Lake City, Utah 84111
Tel: 801-363-1215
Fax: 801-364-4703

If to Molina: Molina Healthcare, Inc.
Attention: Marketplace Broker Support Unit
Molina Healthcare
200 Oceangate, Suite 100
Long Beach, CA 90802-4317
Tel: 866-440-9788
Fax: 866-891-2422

4.7. Third Party Beneficiary. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

4.8. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of California.

4.9. Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof. No promises, terms, conditions, or obligations other than those contained herein shall be valid or binding. Any prior agreements, statements, promises, either oral or written, made by any party or agent of any party that are not contained in this Agreement, are of no force or effect.

4.10. **Participating Producers.** Marketing General Agency understands and agrees that all Participating Producers and constituent producers are bound to the terms of this Agreement and shall ensure that all Participating Producers and constituent producers understand the terms of this Agreement.

4.11. **Subcontracts.** To the extent Marketing General Agency performs its obligations through any subcontractor, the subcontractor shall be subject to the prior approval of Company, the subcontract shall be in writing, and the subcontract shall incorporate, and require the subcontractor to comply with, the terms of this Agreement.

4.12. **Attachments.** Each of the attachments identified below is hereby made a part of this Agreement:

Attachment A – Commission Schedule

Attachment B – Company Products

Attachment C – Definitions

Attachment D – Producer Appointment Application

Attachment B
Company Products

Marketing General Agency and Participating Producers are authorized to solicit and submit applications for the Molina Health Benefit Exchange Product that are available and being offered in such markets by Company, as of the Effective Date of this Agreement, in the state or states for which Marketing General Agency and/or Participating Producers are properly licensed, appointed, and/or registered by Company (“Company Products”), as applicable. Company may at any time add to, delete from or otherwise alter the coverage, provisions or exclusions of any Company Products without consent of Marketing General Agency or Participating Producers.

Attachment C

Definitions

- 1. Benefit Contract or Policies** means the contract or policy the Insured has signed with the Marketing General Agency or Participating Producer that will enroll the Insured in a Company Product listed in Attachment B.
- 2. Commissions** has the same meaning as defined in Section 2.1, Commissions.
- 3. Insured** means a person of the general public that has signed a Benefit Contract or Policy to enroll in a Company Product listed in Attachment B.
- 4. Marketing General Agency** means an entity or individual that is contracted with Company to sell or market Company's Products either directly or through Participating Producers. Marketing General Agency is equivalent to a Field Marketing Organization (FMO).
- 5. Participating Producer** means an individual that is appointed to Company as a representative of the Marketing General Agency pursuant to an Arrangement with Marketing General Agency.

Para información en español, visite www.consumerfinance.gov/learnmore o escriba a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a

furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

• **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street SW Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive Mclean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

Authorization to Obtain Consumer or Investigative Consumer Report

I have read the Disclosure Regarding Consumer or Investigative Consumer Report provided by Molina Health Care ("COMPANY") and this Authorization to Obtain Consumer or Investigative Consumer Report. By my signature below, I hereby consent to the preparation by Sterling Infosystems, Inc. ("STERLING"), a consumer reporting agency located at 1 State Street, New York NY 10004, (877) 424-2457, www.sterlinginfosystems.com, of background reports regarding me and the release of such reports to the COMPANY and its designated representatives, to assist the COMPANY in making an appointment decision involving me at any time after receipt of this authorization and throughout my appointment, to the extent permitted by law. To this end, I hereby authorize, without reservation, any state or federal law enforcement agency or court, educational institution, motor vehicle record agency, credit bureau or other information service bureau or data repository, or employer to furnish any and all information regarding me to STERLING and/or the COMPANY itself, and authorize STERLING to provide such information to the COMPANY. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

I acknowledge receipt of a copy of the Consumer Financial Protection Bureau's "A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT."

Signature:

Today's Date:

Disclosure Regarding Consumer or Investigative Consumer Background Report

Molina Health Care ("COMPANY") may obtain from Sterling Infosystems, Inc. ("STERLING"), 1 State Street, New York, NY 10004, (877) 424-2457, www.sterlinginfosystems.com, a consumer report and/or an investigative consumer report ("REPORT") that contains background information about you in connection with your appointment or appointment application. If you are appointed, to the extent permitted by law, COMPANY may obtain from STERLING further reports throughout your appointment for an appointment purpose without providing further disclosure or obtaining additional consent.

The REPORT may contain information about your character, general reputation, personal characteristics and mode of living. The REPORT may include, but is not limited to, credit reports and credit history information; criminal and other public records and history; public court records (e.g., bankruptcies, tax liens and judgments); motor vehicle and driving records; educational and employment history, including professional disciplinary actions; drug/alcohol test results; and Social Security verification and address history, subject to any limitations imposed by applicable federal and state law. This information may be obtained from public record and private sources, including credit bureaus, government agencies and judicial records, former employers and educational institutions, and other sources.

If an investigative consumer REPORT is obtained, in addition to the description above, the nature and scope of any such REPORT will be consumer or investigative consumer verifications and references, or personal references.