



Treating people right

Agent Fee Agreement

Agreement made this _____ day of _____, _____ by and between HUMAN BEHAVIOR ASSOCIATES, (a California Corporation) herein referred to as "HBA", and* (Broker) herein referred to as "AGENT" (taxpayer identification number: _____).

Fee Schedule:

HBA agrees to pay Agent in accordance with the schedule set forth below from premiums (deposits) paid to HBA by* (Company) :

- _____ a. _____ percent of premium paid.
- _____ b. \$ _____ per eligible employee per month.
- _____ c. \$ _____ fixed fee per month.
- _____ d. _____ % of premium paid between _____ and _____
 _____ % of premium paid between _____ and _____
 _____ % of premium paid _____ or later.

The fees shall be paid to AGENT at the rate provided above subject to the following terms and conditions:

1. Agent shall continue to be designated by the above-named group as the agent with respect to such group and perform services related to such group in a manner satisfactory to HBA;
2. HBA shall pay AGENT the fees within thirty days after receiving the corresponding premium from the group. If the payment received from the group is adjusted for any period, a corresponding adjustment shall be made in Agent's fee in the current period.
3. AGENT is not authorized to receive any monies due or to be paid to HBA;
4. Any indebtedness of AGENT to HBA shall be a first lien against any fees due said AGENT or his/her representative or assigns under this Agreement, and such fees shall be applied to liquidate such indebtedness;
5. AGENT shall not assign, transfer, or dispose of any interest arising out of this Agreement without the express written approval of HBA. Any purported assignment or transfer without such approval shall be null and void;
6. AGENT, its principals and employees, shall comply with all regulations promulgated by the California Commissioner of Insurance which may be applicable to Agent's performance under this Agreement.
7. AGENT shall promptly notify HBA of any disciplinary proceedings which are instituted against any of AGENT's principals or employees relating to any license issued to such principals or employee by the California Commissioner of Insurance;
8. All books of AGENT relating to HBA shall be available for inspection by the California Health Care Licensing Agency ; and
9. HBA may, at its option, be responsible for enrolling and servicing the group and AGENT hereby agrees to abide by the elected option of HBA, but in either event, AGENT agrees to render satisfactory service as directed by HBA

HUMAN BEHAVIOR ASSOCIATES, INC.

AGENT

By: _____

By: _____

Name: James B. Wallace, Ph.D.

Name: _____

Title: President/CEO

Title: _____