CONFIDENTIAL

SENTARA HEALTH PLANS AGENT/BROKER AGREEMENT

This **BROKER AGREEMENT** ("**Agreement**") is entered into as of this ____ day of _____, 20__ (the "**Effective Date**") by and among **Sentara Health Plans**, and **Sentara Health Insurance Company** (collectively, "**Sentara** ") and _____ ("**Broker**") is effective as of the date the Agreement is signed by both parties (the "**Effective Date**").

RECITALS

WHEREAS, Sentara desires to appoint Broker as its agent for the purpose of soliciting applications for Sentara insurance products; and

WHEREAS, Broker desires to be appointed as a broker/agent for Sentara;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, and for other good and valuable consideration, Sentara and Broker agree as follows:

1. Subject to the terms, limitations, and conditions of this Agreement, Broker is hereby appointed to solicit applications for such products and policies that are issued by Sentara in the Commonwealth of Virginia. Broker hereby accepts such appointment and agrees to comply with all policies, rules, and regulations of Sentara. Broker hereby represents and warrants that Broker currently holds, and will maintain in good standing, a valid license to be an insurance broker/agent in the Commonwealth of Virginia. Upon execution of this Agreement, Broker will submit a copy of Broker's license to Sentara. Broker shall notify Sentara immediately in the event in a change of Broker's licensure status.

2. Subject to the terms and conditions of this Agreement, Sentara shall pay Broker commissions on premiums for policies issued upon applications procured under this Agreement in accordance with the Agent/Broker Commission Schedule, which is attached hereto as Exhibit A and B, and incorporated herein. Commissions shall only be paid for premiums that are received and accepted by Sentara. Broker shall be responsible for any and all taxes. Sentara will not withhold any taxes. Broker shall not be entitled to any other compensation, remuneration, bonuses via various Sentara programs or sales contests, or other benefits of any nature for services rendered other than the commissions specified in the Agent/Broker commission Schedule. The Agent/Broker Commission Schedule shall be subject to change, upon written notice to Broker by Sentara, but such change shall not affect any commissions on policies issued upon applications received by Sentara prior to the date when such change becomes effective. Sentara may fix the rates of compensation on any new plan or plans of insurance that it develops.

   If Sentara shall become liable for the return of any premiums for any cause, Broker shall repay to Sentara on demand the total amount of commissions previously paid to Broker for such premiums. Broker shall not be entitled to any commissions on policies written in violation of any applicable federal or state law or regulation. In addition, if Broker's appointment or license is terminated for any reason, Sentara reserve the right to discontinue payment of any and all commissions upon notice of such termination. Upon Broker's presentation to Sentara of Broker's license or appointment reinstatement, Sentara will resume paying commissions. However, Sentara will not retroactively pay commissions to Broker, which were incurred

during the time when Broker did not have a valid license or appointment.

3. This Agreement shall become effective upon the Effective Date and shall remain in effect for a two (2) year term. The Agreement shall automatically renew for additional one (1) year terms unless either party gives written notice of its intent not to renew the Agreement within thirty (30) days prior to the end of the then current term, or unless the Agreement is otherwise terminated as specified herein.

4. This Agreement may be terminated at will, with or without cause, by either party giving the other party thirty (30) days' written notice. If Broker breaches this Agreement, violates any insurance laws resulting in the suspension or revocation of Broker's license, or incurs other disciplinary action by the appropriate regulatory authorities, is unable to obtain renewal of licensure, is convicted of a felony, becomes bankrupt, undergoes dissolution of a corporate or partnership form, or dies, Sentara may, at its sole discretion, terminate this Agreement without notice as of the date of any one or more of these circumstances. In addition, Sentara may terminate this Agreement immediately if Broker merges with or is acquired by a competitor or Sentara, or if a competitor of Sentara acquires substantially all of the assets of Broker.

5. Nothing contained herein shall be construed to create the relationship of employer and employee between Broker and Sentara. Broker is an independent contractor for all purposes and in all situations. Broker shall not represent that Broker is an employee of Sentara, nor shall Broker in any manner hold himself/herself out to be an employee of Sentara. Broker shall be free to exercise independent judgment as to the time, place, and manner of exercising the authority granted under this Agreement.

6. Sentara shall at all times have the right to refuse, decline, or withdraw from consideration any application for insurance submitted by Broker. Sentara may make changes as it deems advisable in the conduct of its business, or discontinue issuing any of its products or policies at any time. No liability to Broker or right of action against Sentara shall arise from Sentara's exercise of the above rights.

7. Broker shall indemnify and hold Sentara harmless from any and all expenses, costs, reasonable attorneys' fees, causes of action, losses, and damages resulting or arising from Broker's acts or omissions, or unauthorized acts done by Broker or Broker's employees. Sentara shall indemnify and hold Broker harmless from any and all expenses, costs, reasonable attorneys' fees, causes of action, losses and damages arising from Sentara's acts or omissions, or unauthorized acts done by Sentara or Sentara's employees.

8. Broker shall comply with the rules and policies of Sentara with regard to confidentiality and the maintenance of the privacy of all non-public, personal information of applicants and customers. Broker and Sentara also agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the rules and regulations promulgated thereunder, as well as guidance issued by the United States Department of Health and Human Services, (the "HIPAA" Regulations"). In addition, Broker and Sentara agree to comply with all applicable laws and regulations with regard to maintaining the privacy of all non-public, personal information of applicants, customers, and beneficiaries, including, but not limited to the Gramm-Leach-Bliley Act.

It is understood that in the performance of its duties, Broker will obtain information about potential customers, and that such information may include Protected Health Information ("PHI") (that is subject to protection and defined under HIPAA). Broker agrees to maintain in strict confidence as required by law all information and data relating to a customer's PHI. The parties further agree to the terms and conditions of the Business Associate Agreement that has been executed by the parties and is incorporated herein. This provision shall survive the termination of this Agreement.

9. Broker agrees to assist companies and/or Sentara in enrolling and maintaining members and in reviewing applications, as reasonably required by Sentara. However, Broker shall have no authority to, nor shall Broker do any of the following:
   A. Make, waive, discharge or change any term, rate or condition stated in any Sentara policy, agreement, or approved form; or
   B. Extent the time for payment of premiums or other monies due Sentara; or
   C. Bring or defend any legal proceeding in connection with any matter pertaining to Sentara's business; or
   D. Offer to pay, directly or indirectly, any rebate of premiums or any other inducement not specified in the policy to any person, except as permitted by law; or
   E. Transact business in contravention of the laws and regulations of any applicable insurance department and/or governmental authorities having jurisdiction of all subject matters embraced within this Agreement.

10. Sentara will consider Broker to be a Broker of Record for every company that becomes a client of Sentara during the term of this Agreement, unless such company requests Sentara to remove Broker as a Broker of Record. In addition, Sentara may change a company's Broker of Record at any time for any reason.

Agent Upline Release

a) **Signed Release:** An agent may request in writing to be released from their Upline for immediate transfer to a new upline. It is important to stress that this request must be signed by the top level Upline and NOT by mid-tier. If the top level upline signs release, the agent is then free to transfer to a different upline immediately.
b) **Self Release:** If an upline doesn't want to give an agent an immediate release, the agent can exercise the Self-Release process. Notice and new contracting must be sent to Sentara in writing to start the 3-month clock. The agent can continue to write business during their 3 month Self-Release period.

Agent Upline Affiliation Change Policy

a) If an Independent Agent (1099) discontinues his, her, or its association with upline while this Agreement is in effect, Sentara shall continue to pay a commission to Agent with respect to which such Agent continues to be the agent of record so long as the Medicare or Commercial product enrollee remains in the same plan.
b) If a licensed only agent (LOA) discontinues his or her association with upline while this Agreement is in effect, Sentara shall continue to pay a commission to upline for sales that the LOA made while an LOA of upline and with respect to which upline (or another LOA of upline) continues to be agent of record so long as the Medicare product enrollee remains in the same plan.

11. Broker shall not broadcast, publish or distribute any advertisements or matters referring to Sentara products without first securing Sentara's approval in writing for such publications or distributions. Any enrollment subscription forms, applications, or other Sentara material furnished to Broker by Sentara shall remain the property of Sentara, and all property of Sentara shall be accounted for and returned to Sentara on demand. If this Agreement is terminated or the return of Sentara property is otherwise requested, no further commissions shall be payable to Broker until such property has been returned.

12. The interest of the Broker in this Agreement and all rights hereunder, including specifically Broker's right to receive payment, is not assignable by operation of law or otherwise, unless Sentara consents in writing to such assignment.

13. Broker shall obtain insurance coverage in amounts usual and customary and provide evidence of such coverage to Sentara upon request.

14. Broker agrees to complete or attend any relevant training that Sentara require within six (6) months after notification by Sentara. If requested by Sentara, Broker will provide evidence of the successful completion of any required training.

15. Broker is not authorized to receive premiums payable to Broker's personal order. Broker shall not collect premiums in currency or coin unless specifically authorized by Sentara for a particular transaction. All premium funds received for or on behalf of Sentara shall be segregated and held by Broker as a fiduciary, and such funds shall not be used by Broker for any purpose whatsoever, but shall be transmitted to Sentara immediately following receipt by Broker.

16. For compensation to be paid, Broker must deliver an original completed Sentara application for each applicant. The application should be immediately faxed or mailed to:

    Sentara Enrollment Department
    1300 Sentara Park
    Virginia Beach, VA 23464
    757-552-7199 (fax)

17. Broker: (i) shall keep confidential all Confidential Information of Sentara; (ii) shall not use Confidential Information of Sentara for any purpose other than in performance of this Agreement; and (iii) shall not disclose such Confidential Information either during or at any time after the term of this Agreement, without Sentara's express written consent, unless required to do so by law, court order or subpoena in which case Broker shall not disclose such information until it has provided advance notice to Sentara such that it may timely act to protect such disclosure. For purposes of this Section 17, "Confidential Information" means non-public information about Sentara and its employees that is disclosed or becomes known to Broker as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as professional and prospective professional names and information, billing rates, compensation and benefits packages and structure, costs, profits, margins, markets, sales, business processes, information systems, and any other information of a similar nature. Broker shall use reasonable security measures to protect Confidential Information from unauthorized access, destruction, use, modification, or disclosures.

18. No waiver or modification of this Agreement shall be effective unless it is in writing and signed by a duly authorized Sentara Officer. The failure of Sentara to enforce any provision of this Agreement shall not constitute a waiver by Sentara of that provision. The past waiver of a provision by Sentara shall not constitute a course of conduct or a waiver of that provision in the future.

19. Broker agrees to maintain adequate books and records. Sentara shall have the right, upon reasonable notice to Broker, to inspect and/or audit any and all of Broker's books, records, or other information related to Broker's services to Sentara. Such audit will be conducted during regulator business hours.

20. The laws of the Commonwealth of Virginia shall govern all matters concerning the validity, performance, and interpretation of this Agreement.

21. This Agreement renders void all previous Agreements, whether oral or in writing, between Broker and Sentara. This Agreement, together with the Agent/Broker Commission Schedule and any amendments attached hereto now or in the future, constitute the entire Agreement among Sentara and Broker. The authority of Broker shall extend no further than that which is stated in this Agreement.

22. If any provision of this Agreement is in conflict with or is rendered invalid or unenforceable by any local, state or federal law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. This Agreement shall be deemed automatically amended to comply with all local, state and federal laws, rules and regulations. This Agreement is confidential, and the parties agree to not disclose the Agreement or its contents to any third party without the other party's prior written consent, unless such disclosure is required by law.

[Signatures follow on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SENTARA HEALTH PLANS

Signature: 

Print Name: John E. DeGruttola

Title: SVP, Sales and Commercial Products

Address: 1300 Sentara Park

City, State, & Zip: Virginia Beach, VA 23464

Date: 01/01/2026

_____

Signature: _____

Print Name: _____

Title: _____

Address: _____

City, State, & Zip: _____

Date: _____

SENTARA HEALTH INSURANCE COMPANY

Signature: 

Print Name: John E. DeGruttola

Title: SVP, Sales and Commercial Products

Address: 1300 Sentara Park

City, State, & Zip: Virginia Beach, VA 23464

Date: 01/01/2026

EXHIBIT A

AGENT/BROKER COMMISSION SCHEDULE

20___ Payment Rates

Effective January 1, 20__, Sentara Health Plans will pay appointed and ready-to-sell 20 brokers the commissions listed in the designated table set forth below for Year 1 Initial Enrollments, Year 1 Renewal Enrollments, and Years 2 and onwards Renewal Enrollments in Sentara Health Plans' Medicare D-SNP Products. Agent commissions shall be updated annually to reflect the maximum CMS broker payment allowed. Agent commissions shall be paid to the agent directly by Sentara Health Plans.

No requests for broker FMO or GA changes will be accepted between **9/15/20___ - 1/1/20___.**

Commission Rates

Level	Year 1 Initial Enrollment	Year 1 Renewal Enrollment	Year 2 onwards Renewal Enrollment
Broker	**DNSP** **$____.____**	**DSNP** **$____.__**	**DSNP** **$____.___**

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EXHIBIT B

Agent/Broker Commission Schedule

Individual Health Plans Commission Schedule
Effective January 1, 2023

As of January 1, 2023, commission for new members is $20.00 per member per month (PMPM). For renewing members, the commission is $20 PMPM. Please note that commission will be paid only on members for whom a premium is collected. For example, a subscriber has a spouse and four dependent children ages 2, 5, 7, and 16 on his individual plan. Since no more than three children under the age of 21 are factored to determine premium, commission will be paid only on the subscriber, spouse, and three dependent children.

Small Group and Mid-Market Business Commission Schedule
Effective January 1, 2023

Commission for small and mid-market group customers will be paid on a PCPM rate based on market segment. Market segment will be determined based on the number of billed contracts in the first month billed.

Enrolled Employees	First Year	Renewal Years
1 – 3	$31.00	$21.00
4 – 14	$41.00	$31.00
15 – 50	$34.00	$28.00
51 – 150	$27.00	$21.00

Large Group Business Commission Schedule
Effective October 1, 2016

A group with 151 or more eligible employees at the time the business is underwritten will be compensated under the large group commission schedule, effective October 1, 2016. This commission schedule is effective for new business as of October 1, 2016, and for renewing business upon the group's renewal beginning October 1, 2016.

A group with 2-150 eligible employees at the time the business is underwritten will be compensated under the small group and mid-market commission schedule, effective October 1, 2016.

For large groups (151+ eligible): All large group commissions will be on an "add-on" basis, according to the following schedule:

- 151-250 eligible employees: Up to 3 percent of premium
- 251-750 eligible employees: Up to 2.25 percent of premium
- 751+ eligible employees: Up to 1 percent of premium

Brokers must specify the commission percentage at the time the group is underwritten. If the desired commission rate exceeds the scheduled amount, the broker must work directly with the customer to obtain the difference.

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EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "**BAA**") is made effective as of _____, (the "**Effective Date**") by and between **Sentara Health Plans,** and **Sentara Health Insurance Company** (collectively, "**Covered Entity**"), and _____ ("**Business Associate**"). Except as otherwise provided herein, (1) the terms used in this BAA shall have the meanings set forth in Section 1 or, if not set forth therein, shall have the same meaning set forth in Applicable Law; (2) the words "**hereof**", "**herein**" and "**hereunder**" and words of similar import when used in this BAA refer to this BAA as a whole and not to any particular provision of this BAA; (3) any reference to a "**Section**" shall refer to the corresponding Section of this BAA; and (4) Covered Entity and Business Associate may be referred to in this BAA individually as a "**Party**," and collectively as the "**Parties**."

RECITALS

WHEREAS, the Parties have entered into an agreement pursuant to which Business Associate, on behalf of Covered Entity, provides services or products, or performs or assists in the performance of one or more functions or activities, identified as business associate services in the HIPAA Rules (the "**Underlying Agreement**"); and

WHEREAS, the performance of such services involves the disclosure, creation, receipt, maintenance, or transmission of PHI and/or SUTI by Business Associate from or on behalf of Covered Entity and the Parties desire to enter into this BAA to govern their respective obligations with respect to the PHI and/or SUTI (if any) disclosed, created, received, maintained or transmitted hereunder.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. DEFINITIONS

1.1. "**Affiliate**" means any corporation, partnership, limited liability company or similar entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Covered Entity, including, without limitation, AvMed, Inc., if and to the extent it receives services pursuant to the Underlying Agreement.

1.2. "**AI**" or "**AI Technologies**" means any artificial intelligence, machine learning engine, neural network or similar system, including, without limitation, any system falling such terms as then currently defined by the National Institute of Standards and Technology ("**NIST**").

1.3. "**Applicable Law**" means HIPAA, the HIPAA Rules and the Part 2 Rules, each as and to the extent they apply to this BAA and the Parties hereto.

1.4. "**Electronic Trackers**" means cookies, pixels, device identifiers, location identifiers (including but not limited to Internet Protocol addresses) or other tracking technologies.

1.5. "**ePHI**" means electronic protected health information within the meaning of 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

1.6. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("**HITECH**") and as may be further amended from time to time.

1.7. "**HIPAA Rules**" means the federal regulations promulgated pursuant to HIPAA, as they may be amended from time to time, including, without limitation:

1.7.1. the federal regulations regarding privacy found at Title 45 CFR Parts 160 and 164 (the "**Privacy Rule**");

1.7.2. the federal regulations regarding electronic data interchange found at Title 45 CFR Parts 160 and 162 (the "**Transaction Rule**");

1.7.3. the federal regulations regarding security found at Title 45 CFR Parts 160 and 164 (the "**Security Rule**"); and

1.7.4. the federal regulations regarding notification in the case of breach of Unsecured PHI found at Title 45 CFR Parts 160 and 164 (the "**Breach Rule**").

1.8. "**Part 2 Rules**" means the regulations set forth at 42 C.F.R. Part 2.

1.9. "**PHI**" has the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

1.10. "**Representative**" means a Party's employees, officers, directors, trustees, agents, representatives and contractors.

1.11. "**Substance Use Treatment Information**" or "**SUTI**" means any PHI, written or oral, related to a patient's treatment for a substance use disorder which is subject to protection under the Part 2 Rules.

1.12. "**Unsecured PHI**" has the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

1.13. "**Unsuccessful Security Incidents**" includes, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI or SUTI.

2. RIGHTS AND OBLIGATIONS OF BUSINESS ASSOCIATE.

2.1. In General.

2.1.1. Business Associate shall only use or disclose PHI and/or SUTI, as applicable, as permitted by this BAA or the Underlying Agreement, or as required by Applicable Law, and shall use appropriate safeguards, including encryption of its portable devices, in compliance with the Security Rule to prevent any use or disclosure of PHI and/or SUTI not permitted by this BAA. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule applicable to Covered Entity in the performance of such obligations.

2.1.2. When using or disclosing PHI or when requesting PHI from Covered Entity, Business Associate shall make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

2.1.3. All notices to be made to Covered Entity hereunder shall be provided to Covered Entity at the address set forth in the Underlying Agreement with a duplicate copy in all cases to the address set forth on the signature page hereto via email to Privacy@Sentara.com.

2.2. Permitted Uses. Except as otherwise limited in this BAA or by Applicable Law, Business Associate may:

2.2.1. Use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity, as specified in the Underlying Agreement and in this BAA, provided that such use or disclosure (a) is consistent with Covered Entity's notice of privacy practices and (b) would not violate the Privacy Rule if done by Covered Entity;

2.2.2. Use or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate; provided, however, that in the case of a disclosure other than a disclosure required by Applicable Law, Business Associate must obtain reasonable written assurances from the person to whom the information is disclosed that (a) the information will remain confidential and be used or further disclosed only as required by Applicable Law or for the purpose for which it was disclosed to the person, and (b) such person shall notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and

2.2.3. Use PHI to provide data aggregation services for Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B); provided, however, that Business Associate shall not obtain any ownership, intellectual property or similar right with respect to Covered Entity's PHI included within the deliverables associated with such data aggregation services.

2.3. Prohibited Practices. Except as permitted by Applicable Law and approved in advance and in writing by Covered Entity, which approval may be withheld, withdrawn or delayed by Covered Entity in its sole and exclusive discretion, Business Associate shall not:

2.3.1. receive remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by Applicable Law and approved in writing by Covered Entity;

2.3.2. permit any PHI that it uses or discloses for or on behalf of Covered Entity to be stored or otherwise to reside, or to be accessed by or otherwise disclosed to any person located, outside of the United States of America;

2.3.3. de-identify PHI or SUTI used by or disclosed to Business Associate hereunder;

2.3.4. use AI Technologies to analyze or process PHI or otherwise upload, import or ingest any PHI into any AI Technologies, including for the purpose of training or improving such AI Technologies;

2.3.5. use or facilitate the use of Electronic Trackers (whether Business Associate's own Electronic Trackers or Electronic Trackers offered by third-party vendors or other parties in any websites, applications, computer systems, software or other platforms) to process or analyze PHI for Business Associate's or such third party's own purposes or any other purposes other than in furtherance of the provision of services pursuant to the Underlying Agreement; or

2.3.6. use or disclose reproductive health care information that constitutes PHI except to the extent and as permitted by 45 C.F.R. §164.502(a)(5)(iii) and 89 FR 32976.

2.4. Subcontractors. If and to the extent Business Associate is authorized to delegate or subcontract its duties and obligations pursuant to the Underlying Agreement to a third party (each, a "**Permitted Subcontractor**"), Business Associate shall:

2.4.1. limit its disclosure of PHI to Permitted Subcontractor to the minimum amount necessary for Permitted Subcontractor to perform services on behalf of Business Associate pursuant to the Underlying Agreement; and

2.4.2. ensure that each Permitted Subcontractor that creates, receives, maintains or transmits PHI and/or ePHI on behalf of Business Associate has entered into a contract or other arrangement with Business Associate that complies with Applicable Law and includes substantially the same restrictions and conditions that apply to Business Associate hereunder.

2.5. Substance Use Treatment Information. Notwithstanding any provision hereof to the contrary, Business Associate acknowledges and agrees that, to the extent Business Associate creates, receives, maintains or transmits SUTI for, from or on behalf of Covered Entity hereunder, in addition to the requirements hereof related to PHI, Business Associate shall:

2.5.1. comply with all requirements of the Part 2 Rules with respect to the use, disclosure and protection of SUTI; and

2.5.2. ensure that each Permitted Subcontractor that receives SUTI from Business Associate has entered into a contract or other arrangement with Business Associate that compels Permitted Subcontractor to comply with the applicable provisions of the Part 2 Rules and prohibits Permitted Subcontractors from re-disclosing SUTI to anyone other than Business Associate or Covered Entity.

2.6. Oversight; Access to Books and Records.

2.6.1. At intervals as determined by Covered Entity in its reasonable discretion and at Covered Entity's sole option and expense, Business Associate shall permit Covered Entity to conduct on-site and/or remote audits of Business Associate's internal practices, books and records to assess Business Associate's compliance with its obligations under this BAA and with Applicable Law. In the event Covered Entity identifies any compliance deficiencies on the part of Business Associate, Covered Entity shall provide Business Associate with written notice of such compliance deficiencies, and Business Associate shall reply promptly to any request by Covered Entity relating to potential compliance deficiencies identified by Covered Entity. Any compliance deficiencies, and any failure of Business Associate to reply promptly to a request by Covered Entity related thereto, shall constitute a breach of this BAA by Business Associate and Covered Entity may exercise its rights to terminate this BAA for cause pursuant to Section 5.2.2.

2.6.2. In addition to the foregoing, Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity available to the Secretary as required by Applicable Law. Unless prohibited by law, Business Associate shall immediately notify Covered Entity upon receipt by Business Associate of any request for access by the Secretary, and shall provide Covered Entity with a copy thereof as well as a copy of all materials disclosed pursuant thereto.

2.7. Obligations Relating to Individual Rights.

2.7.1. Upon request by an Individual for (a) a restriction on disclosure of such Individual's PHI pursuant to 45 CFR §164.522, (b) access to such Individual's PHI pursuant to 45 CFR §164.524, (c) an amendment to such Individual's PHI pursuant to 45 CFR §164.526, or (d) an accounting of disclosures pursuant to 45 CFR §164.528, Covered Entity shall determine whether the Individual's request shall be granted and shall communicate Covered Entity's decision to grant any such request to Business Associate; provided, however, that, except for requests that must be granted under §13405(a) of HITECH, Covered Entity will not agree to any restriction on disclosures of an Individual's PHI without the prior consent of Business Associate if such restriction would adversely affect Business Associate's use or disclosure of PHI.

2.7.2. Following receipt of a communication from Covered Entity indicating that the Individual's request should be granted, Business Associate shall, as applicable and in the same manner as would be required by Covered Entity and consistent with Covered Entity's directions with respect to the relevant request, take the following action(s):

(a) restrict access to such Individual's PHI;

(b) provide access to such Individual's PHI to the extent that such PHI is under the control of Business Associate;

(c) provide the Individual with an opportunity to amend such PHI (if any) that is both in a designated record set and under the control of Business Associate; and/or

(d) provide information to Covered Entity that will enable Covered Entity to meet its accounting obligations to the Individual.

2.7.3. If Business Associate receives any of the requests described in Section 2.7.1 directly from an Individual, Business Associate shall forward such request to Covered Entity within five (5) business days following receipt.

3. REPORTABLE EVENTS; MITIGATION.

3.1. Reporting to Covered Entity.

3.1.1. Business Associate shall report to Covered Entity within one (1) calendar day after Business Associate becomes aware of the occurrence of any of the following events (each a "**Reportable Event**"):

(a) any use or disclosure of PHI or SUTI not provided for by this BAA;

(b) any Security Incident that is not an Unsuccessful Security Incident; or

(c) any acquisition, access, use or disclosure of Unsecured PHI or SUTI in a manner not permitted by Applicable Law.

3.1.2. A Reportable Event shall be treated as known or discovered by Business Associate as of the earliest of (a) the first day on which such Reportable Event is known by Business Associate or any Representative of Business Associate, or (b) the date on which such Reportable Event would have been known to Business Associate or any Representative of Business Associate other than the person causing the Reportable Event through the exercise of reasonable diligence.

3.1.3. The Parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents, which Unsuccessful Security Incidents shall not be deemed "Security Incidents" or "Reportable Events" for purposes of Section 3.1.1 and for which no additional notice to Covered Entity shall be required.

3.2. Content of Reports.

3.2.1. The reports made to Covered Entity pursuant to Section 3.1 shall include all relevant facts concerning the Reportable Event, including, without limitation, the information set forth in this Section 3.2 and all other relevant information as may be reasonably requested by Covered Entity or required by Applicable Law:

(a) A description of the Reportable Event, including what happened, the date on which the Reportable Event occurred and, if different, the date on which the Reportable Event was discovered by Business Associate;

(b) The identity of each Individual impacted by the Reportable Event, including, without limitation, each Individual whose Unsecured PHI or SUTI has been, or is reasonably believed by the Business Associate to have been, acquired, accessed, used or disclosed;

(a) The types of Unsecured PHI or SUTI involved in the Reportable Event;

(b) Any steps an Individual should take to protect themselves from the adverse impacts of the Reportable Event; and

(c) What Business Associate is doing to investigate the Reportable Event, to mitigate harm to Individuals associated therewith and to protect against the occurrence of any further Reportable Event(s).

3.2.2. Business Associate's failure to discover, locate or identify any of the foregoing information shall not be deemed to permit Business Associate to delay making a report within the timeline required by Section 3.1. For the avoidance of doubt, Business Associate (a) shall provide Covered Entity with notice in accordance with the timelines set forth in Section 3.1, which notice shall include all information then known to Business Associate, (b) shall, both prior to and following the making of such initial report, endeavor to discover all such information and (c) shall promptly update Business Associate's prior reports to incorporate any newly discovered information.

3.3. Investigation; Cooperation. Business Associate will cooperate with Covered Entity's investigation and/or risk assessment with respect to any Reportable Event (whether or not actually reported by Business Associate to Covered Entity), shall abide by Covered Entity's decision with respect to whether any such Reportable Event constitutes a "Breach of Unsecured PHI" for purposes of the Breach Rule and shall follow Covered Entity's instructions with respect to any such Reportable Event, including, without limitation, the following:

3.3.1. If the Reportable Event involves fewer than five hundred (500) Individuals, Business Associate will maintain a log or other documentation of such Reportable Event which contains such information as would be required to be included if the log were maintained by the Covered Entity pursuant to 45 CFR § 164.408, and provide such log to the Covered Entity within five (5) business days of the Covered Entity's written request; and

3.3.2. If and to the extent deemed appropriate by Covered Entity, Business Associate shall comply with the notification requirements set forth in Section 3.4.

3.4. Required Notifications.

3.4.1. If notification of a Reportable Event is required pursuant to Section 3.3, Business Associate and Covered Entity shall cooperate in all respects regarding the drafting and content of, and Business Associate shall be responsible for the costs associated with the provision of, written notice of the Reportable Event, which notice shall be provided to the following persons:

(a) each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, used, or disclosed as a result of the Reportable Event to the extent required under 45 CFR §164.404;

(b) to the media to the extent required under 45 CFR §164.406; and

(c) to the Secretary to the extent required under 45 CFR §164.408.

3.4.2. If the Breach of Unsecured PHI impacts covered entities other than Covered Entity, such that Business Associate plans to provide and/or coordinate the provision of the notifications required by Applicable Law and set forth in Section 3.4.1 on behalf of all covered entities impacted by such Breach of Unsecured PHI, Covered Entity may, but is not required to, be included within such notification process and Business Associate shall make all notifications on behalf of Covered Entity consistent with all requirements of Applicable law. Unless waived in writing by Covered Entity, before

sending any notice to any third party, including, without limitation, any Individual(s), the media and/or the Secretary, Business Associate shall first provide a draft of the notice to the Covered Entity.

3.4.3. In the event Covered Entity has not waived its right to review pursuant to Section 3.4.2, Covered Entity shall review and provide comments with respect to such draft notice within five (5) business days following receipt (plus any reasonable extensions); provided, however, that Business Associate shall not send any notice without Covered Entity's approval. Any notice required pursuant to Section 3.4.1 shall be provided without unreasonable delay but no later than on the date required by the HIPAA Rules or this BAA.

3.4.4. Notwithstanding the provisions of this BAA or the Underlying Agreement to the contrary, information related to the Breach of Unsecured PHI provided by Business Associate to Covered Entity shall not be considered confidential or propriety information of Business Associate and Covered Entity shall be permitted to disclose any such information as necessary to provide the notices described in this Section 3.4 or to otherwise respond to inquiries as necessary to fulfill Covered Entity's legal obligations or to comply with Applicable Law.

3.5. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect of any Reportable Event that is known to Business Associate.

4. RIGHTS AND OBLIGATIONS OF COVERED ENTITY.

4.1. Privacy Practices and Restrictions.

4.1.1. Upon request, Covered Entity shall provide Business Associate with the notice of privacy practices (which may include electronic access thereto) that Covered Entity produces in accordance with 45 CFR §164.520 (the "**NPP**"). If Covered Entity subsequently revises its NPP, Covered Entity shall make such revised notice available to Business Associate.

4.1.2. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

4.2. Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, provided that Covered Entity and Business Associate acknowledge that Business Associate may use or disclose PHI for the purposes and in accordance with the terms and conditions of Section 2.2 of this BAA.

5. TERM AND TERMINATION.

5.1. Term. The term of this BAA shall begin on the Effective Date and shall continue until terminated in accordance with Section 5.2 (the "**Term**").

5.2. Termination

5.2.1. Automatic Termination. This BAA shall be co-terminus with the Underlying Agreement and shall automatically terminate or expire upon the termination or expiration, as applicable, of the Underlying Agreement.

5.2.2. Termination for Cause.

(a) This BAA may be terminated by Covered Entity based on a material breach of this BAA by Business Associate immediately upon written notice by the Covered Entity to Business Associate, which notice of termination shall set forth the reasons for such termination.

(b) Notwithstanding the foregoing, if Covered Entity determines, in its sole and exclusive discretion, that the breach or violation is capable of being cured, Covered Entity may (but is not required to) provide a reasonable opportunity for Business Associate to cure the alleged breach or end its violation of the terms hereof. If Business Associate fails to cure the breach or end the violation as required by the notice provided by Covered Entity, or if Covered Entity determines that the breach is not capable of being cured, this BAA shall terminate as of the date set forth in the notice.

5.3. Effect of Termination.

5.3.1. Except as provided in Section 5.3.2, upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI within its possession or control, and shall ensure that all PHI that is in the possession or control of Business Associate's Permitted Subcontractors is likewise returned or destroyed; provided, however, that Business Associate shall not be required pursuant to this Section 5.3.1, to return or destroy any PHI stored in Business Associate's archival or back-up systems other than in accordance with Business Associate's document retention and destruction policies. Business Associate and its Permitted Subcontractors shall retain no copies of the PHI. If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible.

5.3.2. To the extent that, and for so long as, Business Associate maintains any PHI pursuant to Section 5.3.1, (including any copies that are stored in archival or backup systems), Business Associate shall extend the protections of this BAA to such PHI and limit further uses of any such PHI to those purposes that make the return or destruction infeasible, and all of Business Associate's covenants, agreements, obligations, representations and warranties, express and implied, set forth in this BAA shall survive the expiration or termination of this BAA until all such PHI has been returned or destroyed.

5.3.3. Any terms of this BAA that must survive the expiration or termination of this BAA in order to have their intended effect, including, without limitation, the obligations of the Parties under Section 2.6, Section 3, Section 6 and Section 7 of this BAA shall survive the term and termination of this BAA.

6. INSURANCE; INDEMNIFICATION; INJUNCTIVE RELIEF.

6.1. Insurance.

6.1.1. Business Associate shall at all times during the Term of this BAA, maintain privacy and security liability/cyber risk liability insurance with minimum limits of $5,000,000 per claim and $5,000,000 in the aggregate that covers cyber, privacy, and security risks, including, but not limited to, any and all costs, expenses and damages arising from or related to (a) a breach of the security of, or unauthorized access or use of, data, a network, a computer, a peripheral device, or a hosted service (including any cloud or other resource operated by a third party service provider); (b) a breach of privacy; (c) a failure to protect PHI from misappropriation, release or disclosure; (d) a denial or loss of service; or (e) introduction, implantation, receipt, or spread of malicious software code.

6.1.2. All insurance policies required shall be issued by companies authorized to transact business in the Commonwealth of Virginia and with a minimum A. M. Best rating of A- (X). In the event that any insurance required by this BAA is written on a claims made basis, Business Associate agrees that any retroactive date under the policy shall precede the effective date of this BAA; and that either continuous coverage will be maintained or an extended reporting period will be exercised for a period of three (3) years following the expiration or termination of this BAA for any reason. Business Associate shall be responsible for verifying that all Permitted Subcontractors comply with the insurance requirements stated herein. Business Associate shall furnish a certificate of insurance coverage prior to the Effective Date of this BAA, and annually thereafter, naming Covered Entity as an additional insured. Business Associate will provide thirty (30) days prior written notice to Covered Entity of any material change or cancellation of the insurance coverage required in this BAA.

6.1.3. Business Associate and Covered Entity agree to cooperate with each other in the defense of any claim brought in connection with this BAA. Business Associate also agrees to promptly notify Covered Entity in writing of any claim, as well as any incident that may reasonably be expected to result in a claim, or the commencement of any suit, action or proceeding by any person arising out of or relating to this BAA or Business Associate's performance under this BAA.

6.2. Indemnification. Business Associate shall indemnify and hold Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, notification costs, sanctions, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach of this BAA by Business Associate, including, without limitation the costs described in Section 3.4. No provision concerning limitation of liability under any Underlying Agreement shall apply to Business Associate's obligations under this BAA.

6.3. Right to Injunctive Relief. Covered Entity and Business Associate agree that any violation of the provisions of this BAA may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law, in equity, or under this BAA, in the event of any violation by Business Associate of any of the provisions of this BAA, or any explicit threat thereof, Covered Entity shall be entitled to an injunction or other decree of specific performance with respect to

such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.

7. MISCELLANEOUS.

7.1. Governing Law; Venue. This BAA shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to the choice of laws principles thereof and shall be deemed to have been executed, entered into and performed within the Commonwealth of Virginia. Any action brought pursuant hereto shall be brought in the state or federal courts of the Commonwealth of Virginia located in the City of Norfolk. The Parties agree that they will not oppose this jurisdiction.

7.2. Electronic Health Records. The Parties agree that Business Associate shall not maintain any "electronic health record" or "personal health record," as those terms are defined in ARRA, for or on behalf of Covered Entity. As such, Business Associate has no obligation to document disclosures that are exempt from the accounting requirement under 45 CFR § 164.528(1)(i)-(ix), and Covered Entity agrees not to include Business Associate on any list Covered Entity produces pursuant to HITECH § 13405(c)(3).

7.3. Amendment. To the extent that Applicable Law is amended in the future and to the extent that such amendments contain requirements and/or provisions not already contained in this BAA that are required to be incorporated into this BAA, the Parties agree that either (a) this BAA shall be deemed to be automatically amended to the extent necessary to incorporate such additional requirements and/or provisions, or (b) if determined necessary by Covered Entity, they will enter into an amendment to this BAA in order to incorporate any such additional requirements and/or provisions. All amendments to this BAA, except those occurring by operation of law, shall be in writing and signed by both Parties.

7.4. Authority to Execute BAA. The individuals executing this BAA on behalf of each Party warrant and represent that they are authorized to execute this BAA on behalf their respective Party and have the power to bind their respective Party to the terms set forth in this BAA.

7.5. Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with Applicable Law.

7.6. Primacy. To the extent that any provisions of this BAA conflict with the provisions of any Underlying Agreement or any other agreement or understanding between the Parties, this BAA shall control with respect to the subject matter of this BAA, including, specifically, any items related to compliance with Applicable Law with respect to PHI and/or SUTI.

7.7. No Third-Party Beneficiaries. This BAA is for the sole benefit of the Parties, and there are no third-party beneficiaries to the BAA.

7.8. No Assignment. Covered Entity has entered into this BAA in specific reliance on the expertise and qualifications of Business Associate. Consequently, Business Associate's duties under this BAA may not be transferred, assigned or assumed by any other person, in whole or in part, without the prior written consent of the Covered Entity; provided, however, that to the extent the Underlying Agreement is assigned by Business Associate if and as permitted by its terms, this BAA may be assigned consistent with such assignment. Subject to the foregoing, this BAA shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective permitted successors and assigns.

Counterparts: Electronic Execution and Retention. This BAA may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument. A signature on a counterpart may be made by facsimile or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature. Further, this BAA may be retained in any electronic format, and all electronic copies thereof shall likewise be deemed to be an original and shall have the same force and effect as an original copy of this BAA.

[*Remainder of Page Intentionally Left Blank; Signatures Follow on Next Page*]

IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement as of the Effective Date.

SENTARA HEALTH PLANS

By: _____
Name: John E. DeGruttola
Title: SVP, Sales and Commercial Products
Date: 01/01/2026

SENTARA HEALTH INSURANCE COMPANY

By: _____
Name: John E. DeGruttola
Title: SVP, Sales and Commercial Products
Date: 01/01/2026

Address: 1300 Sentara Park
Virginia Beach, VA 23464
Attn: Office of Legal Affairs

_____

By: _____
Name: _____
Title: _____
Date: _____

Address: _____
_____
_____

Attn: _____

EXHIBIT D

Medicare Advantage and Voluntary Medicare Prescription Drug Addendum

CMS requires that specific terms and conditions be incorporated into the Agreement between a Medicare Advantage Organization or First Tier Entity and a First Tier Entity or Downstream Entity to comply with the Medicare laws, regulations, and CMS instructions, including, but not limited to, Medicare Advantage Program 42 CFR Part 422; the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Pub. L. No. 108- 173, 117 Stat. 2066; and Voluntary Medicare Prescription Drug Benefit 42 CFR Part 423; and

Except as provided herein, all other provisions of the Agreement among **Sentara Health Plans**, and **Sentara Health Insurance Company** (collectively, "**Sentara**") and _____ not inconsistent herein shall remain in full force and effect. This amendment shall supersede and replace any inconsistent provisions to such Agreement; to ensure compliance with required CMS provisions and shall continue concurrently with the term of such Agreement.

NOW, THEREFORE, the parties agree as follows:

Definitions:

Centers for Medicare and Medicaid Services ("CMS"): the agency within the Department of Health and Human Services that administers the Medicare program.

Completion of Audit: completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designee of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.

Downstream Entity: any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the MA benefit, below the level of the arrangement between an MA organization (or applicant) and a first-tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

Final Contract Period: the final term of the contract between CMS and the Medicare Advantage Organization.

First Tier Entity: any party that enters into a written arrangement, acceptable to CMS, with an MA organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program.

Medicare Advantage ("MA"): an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

Medicare Advantage Organization ("MA Organization"): a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations

receiving waivers) that is certified by CMS as meeting the MA contract requirements.

Medicare Advantage Prescription Drug Program: As part of a MA Organization, provision of a prescription drug program as defined under 42 CFR § 423.100 and as governed by 42 CFR Part423.
Member or Enrollee: a Medicare Advantage eligible individual who has enrolled in or elected coverage through a Medicare Advantage Organization.

Provider: (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

Related entity: any entity that is related to the MA organization by common ownership or control and (1) performs some of the MA Organization's management functions under contract or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to the MA Organization at a cost of more than $2,500 during a contract period.

Required Provisions:

_____ agrees to the following:

1. HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the first tier, downstream, and entities related to CMS' contract with SHP (hereinafter, "MA Organization") through 10 years from the final date of the final contract period of the contract entered into between CMS and the MA Organization or from the date of completion of any audit, whichever is later. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii) and 42 CFR § 423.505(i)(2)]
2. _____ will comply with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118]
3. Enrollees will not be held liable for payment of any fees that are the legal obligation of the MA Organization. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i) and 42 CFR § 423.505(i)(3)(i)]
4. For all enrollees eligible for both Medicare and Medicaid, enrollees will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Providers will be informed of Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid. [Contractor] may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a

plan. Providers will: (1) accept the MA plan payment as payment in full, or (2) bill the appropriate State source. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

[INFORMATIONAL NOTE: If the agreement only provides for administrative services, please delete paragraph #4.]

5. Any services or other activity performed in accordance with a contract or written agreement by _____ are consistent and comply with the MA Organization's contractual obligations, including Part D. [42 C.F.R. § 422.504(i)(3)(iii) and 42 CFR § 423.505(i)(3)(iii)]

6. Contracts or other written agreements between the MA Organization and providers or between first-tier and downstream entities must contain a prompt payment provision, the terms of which are developed and agreed to by the contracting parties. The MA Organization is obligated to pay contracted providers under the terms of the contract between the MA Organization the [*MA organization Name/First Tier Entity Name*] and the provider. [42 C.F.R. §§ 422.520(b)(1) and (2) and 42 CFR § 423.505(i)(3)(v)]

   [INFORMATIONAL NOTE: If the CMS-required prompt payment contract provision is included in a separate agreement, enter the section and the name of the applicable agreement; otherwise, include all the prompt payment terms here.]

   [INFORMATIONAL NOTE: If the agreement only provides for administrative services, please delete paragraph #6.]

7. _____ and any related entity, contractor or subcontractor will comply with all applicable Medicare laws, regulations, and CMS instructions. [42 C.F.R. §§ 422.504(i)(4)(v) and 42 CFR § 423.505(i)(4)(iv)]

8. _____ will ensure that payments are not made to individuals and entities included on the preclusion list as defined in 42 C.F.R. § 422.2. [42 C.F.R. §422.504(i)(2)(v)]

9. If any of the MA Organization's activities or responsibilities under its contract with CMS are delegated to any first-tier, downstream, and related entity:

   (i) The delegated activities and reporting responsibilities are specified as follows:

   [List of operations delegated or reference MOU]

   (ii) CMS and the MA Organization reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where CMS or the MA Organization determine that such parties have not performed satisfactorily. The MA Organization will monitor the performance of the parties on an ongoing basis.

   (iii) The credentials of medical professionals affiliated with the party or parties will be either reviewed by the MA Organization or the credentialing process will be reviewed and approved by the MA Organization and the MA Organization must audit the credentialing process on an ongoing basis.

(iv) If the MA Organization delegates the selection of providers, contractors, or subcontractors the MA organization retains the right to approve, suspend, or terminate any such arrangement. [42 C.F.R. §§ 422.504(i)(4) and (5) and 42 CFR § 423.505(i)(5)]

(v) If the MA Organization delegates (i) Authorization, adjudication, and processing of prescription drug claims at the point of sale; (ii) Administration and tracking of enrollees' drug benefits in real time, including automated coordination of benefits with other payers; (iii) Operation of an enrollee appeals and grievance process; or (iv) Contracting with or selection of prescription drug providers for inclusion in the Part D sponsor's network, a termination initiated entity delegated such functions must, at minimum, provide 60-days' prior notice and have an effective termination date that coincides with the end of a calendar month. [42 CFR § 423.505(i)(6)]

In the event of a conflict between the terms and conditions above and the terms of a related agreement, the terms in this Exhibit D control.

EXHIBIT E
QHP Standards for Downstream and Delegated Entities

WHEREAS, Vendor and Sentara Health Plans entered into an Agreement ("Agreement"), effective as of the date set forth therein, pursuant to which Vendor agreed to provide, certain services for the benefit of Sentara Health Plans, as provided thereunder;

WHEREAS, Sentara Health Plans is a health insurance issuer that is authorized by the U.S. Department of Health and Human Services and the Virginia State Corporation Commission, Bureau of Insurance to sell qualified health plans ("QHPs") to members in Virginia's Health Benefit Exchange (HBE) ("Marketplace");

WHEREAS, under laws that regulate the sale of QHPs, health insurance issuers are obligated to ensure that their delegated and downstream entities comply with certain applicable standards under the Affordable Care Act and Marketplace regulations;

WHEREAS, Vendor and Sentara Health Plans desire to amend the Agreement to incorporate certain changes to the terms of the Agreement, as specified herein, in order to comply with standards for delegated and downstream entities applicable to Vendor under the Affordable Care Act and Marketplace regulations.

1. Standards. As a delegated or downstream entity of Sentara Health Plans, Vendor shall comply with applicable Affordable Care Act and Marketplace standards in the performance of services relating to Marketplace products on behalf of Sentara Health Plans, including but not limited to the following:

    a. Standards of Title 45 of the Code of Federal Regulations ("CFR"), subpart C (Qualified Health Plan Minimum Certification Standards) of part 156 with respect to each of Sentara Health Plans' qualified health plans on an ongoing basis;

    b. Marketplace processes, procedures, and standards in accordance with Title 45 of the CFR, subparts H (Marketplace Functions: Small Business Health Options Program ("SHOP")) and K (Marketplace Functions: Certification of QHPs) of part 155 and, in the small group market, 45 CFR § 155.706 (Functions of a SHOP for plan years on or after January 1, 2018);

    c. Standards of 45 CFR § 155.220 with respect to assisting with enrollment in QHPs; and

    d. Standards of 45 CFR §§ 156.705 and 156.715 for maintenance of records and compliance reviews for QHP issuers operating in a Federally-facilitated Marketplace or a Federally-facilitated-SHOP.

2. Delegation agreement specifications. To the extent that any of Sentara Health Plans activities or obligations arising from Section 1 are delegated to Vendor, the following provisions shall apply:

    a. The delegated activities from Sentara Health Plans to Vendor are as follows:

b. The reporting responsibilities relating to the delegated activities are as follows: such reporting obligations as are more specifically set forth in the agreement.

c. Sentara Health Plans shall be entitled to revoke the delegated activities and reporting standards, in addition to any other remedy under this Agreement or available by law, in instances where the Marketplace, the U.S. Department of Health and Human Services ("HHS") or Sentara Health Plans determines that Vendor has not performed satisfactorily.

d. Vendor must permit access by the Secretary of HHS, the U.S. Office of the Inspector General, the relevant Marketplace authority, or their designees, in connection with their right to evaluate through audit, inspection, or other means, to Vendor's books, contracts, computers, or other electronic systems, including medical records and documentation, relating to Sentara Health Plans obligations in accordance with Federal standards under Section 1 until 10 years from the final date of this Agreement.

EXHIBIT F

SENTARA HEALTH PLANS NETWORK ACCESS AGREEMENT

This **Network Access Agreement** (the "Agreement") is entered into by and between **Sentara Health Plans**, and **Sentara Health Insurance Company**, with a principal place of business at 1300 Sentara Park, Virginia Beach, Virginia 23464, ("**Sentara Health**") and _____, with a principal place of business at _____, ("**User**"). This Agreement shall be effective as of the date this Agreement is fully executed by the parties ("Effective Date").

Background

WHEREAS, User is a _____ that wishes to have access to Sentara Health Plan's network and applications (collectively, the "System"); and

WHEREAS, Sentara agrees to allow User to access the System, subject to the requirements of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. Access. Sentara will provide User with access to the System in accordance with the terms of this Agreement. Sentara will provide User with one or more unique login codes and passwords per each individual associated with User, including but not limited to User's agents, employees and subcontractors who are accepted by Sentara for accessing the System (collectively, the "User Individuals", and singly, a "User Individual"), depending on the access method and specific systems to be accessed. As a condition to having access to the System, User agrees as follows:

a. Sentara may change login codes and passwords at any time and from time to time. Sentara may require additional authentication factors for individuals associated with User that log in remotely.

b. Certain passwords may expire on a periodic basis requiring User to input a new password.

c. At Sentara Health Plan's request, User will, and will require each User Individual to, utilize Sentara provided 2-factor authentication, provided by Sentara, for remote access to the Sentara information systems.

d. User shall require that each User Individual not share his/her login codes and passwords with any other person.

e. User shall not, and shall require each User Individual not to, allow another person to access the System using User's or the User Individual's, as applicable, login codes and passwords.

f. User shall promptly notify Sentara in writing if User reasonably believes that any login code or password issued to the User or a User Individual has been compromised.

g. User shall, and shall require each User Individual to, access the System only in instances in which User or User Individual, as the case may be, has a legitimate need to have access to such information.

h. User shall, and shall require each User Individual, access only the minimum amount of data from the System as is necessary to satisfy User's or User Individual, as the case may be, legitimate need.

i. Upon termination of this Agreement or termination of User's underlying services or contractor agreement with Sentara, User's access to the System shall be terminated.

j. Prior to Sentara issuing a login code and password to any User Individual, User shall provide written notice to Sentara concerning such User Individual's name, title and relationship to User. User shall provide written notice to Sentara within two (2) business days after any User Individual ceases to be employed or contracted by User or a User Individual ceases to have a legitimate need to access the System.

k. At Sentara Health Plan's request, User will attest that all individuals with login codes are still current employees of User or the User Individual's status otherwise, and still acting in the role or capacity stated by User.

2. Statement of Responsibility and Confidentiality. User shall ensure that each User Individual agrees to the same obligations that apply under this Agreement to User regarding access to the System. User shall ensure that User Individuals access the System only in accordance with rules, policies and procedures established by Sentara.

3. Liability. User shall be fully responsible and liable for all data, information or orders entered into the System using login codes and passwords issued by Sentara to User or any User Individual.

4. Confidentiality. User acknowledges that by virtue of Sentara providing access to the System, User will have access to information of Sentara that is confidential, proprietary and sensitive in nature, and that such information is the property of Sentara and/or its affiliates (collectively, the "Confidential Information"). During and subsequent to the term of this Agreement, User shall not, and shall require the User Individuals not to, disclose the Confidential Information to any third party, and User shall not, and shall require User Individuals not to, copy or permit to be copied, without Sentara Health Plan's express prior written consent, the Confidential Information, including, but not limited to, information regarding Sentara Health Plan's and its affiliates' patients, costs, or treatment methods, to the extent that such information is not otherwise available to the public. User shall not, and shall require User Individuals not to, disclose to any third party any patient or medical record information regarding Sentara Health Plan's and its affiliates' patients, except where permitted or required by law or where such disclosure is expressly approved in writing by Sentara or the patient, as applicable. User shall, and shall require the User Individuals, to comply with all bylaws, rules, regulations, and policies of Sentara, regarding the treatment of Confidential Information. Each party acknowledges that in receiving or otherwise dealing with any records or information from the other party about any patient receiving treatment for alcohol or drug abuse, each party is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time). Sentara and User shall, and User should require the User Individuals to, comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as codified at 42 U.S.C. §1320d t$_2$h$_4$rough d-8, and the requirements of any regulations

promulgated thereunder, including without limitation the federal privacy regulations as contained in 45 CFR Part 164 and the federal security standards as contained in 45 CFR Part 142. Sentara and User shall enter into a Business Associate Agreement as required by HIPAA.

5. Term and Termination. This Agreement shall remain in effect until terminated in writing by either party. Sentara may terminate this Agreement immediately if Sentara determines, in its sole discretion that User has breached or is breaching any provision of this Agreement.

6. Indemnification. User shall indemnify, defend and hold harmless Sentara and its officers, directors, affiliates and employees from and against any and all liability, loss, claim, demand, action or cause of action, suffered or incurred as a result of the use and/or access of the System by User or User Individuals.

7. Disclaimer. Sentara disclaims all warranties, express or implied, including, without limitation, the implied warranties of merchantability, title, and fitness for a particular purpose. Sentara does not warrant that access to or use of the System will be uninterrupted or error-free, or that any software or services will meet any particular criteria of performance or quality. By signing hereunder, User expressly acknowledges and agrees that Sentara has not made any express or implied representations, assurances and/or warranties regarding the use or availability of the System.

8. Primacy. To the extent that any provisions of this Agreement conflict with the provisions of any underlying services or contractor agreement with Sentara, this Agreement shall control with respect to the subject matter of this Agreement.

9. Survival. The obligations of the parties under Sections 4 and 6 of this Agreement shall survive the term and termination of this Agreement.

[*Remainder of Page Intentionally Left Blank; Signature Block Follows on Next Page*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

SENTARA HEALTH PLANS

By: _____ **Date**: 01/01/2026

Printed: John E. DeGruttola

Title: SVP, Sales and Commercial Products

Address: 1300 Sentara Park

Virginia Beach, VA. 23464

SENTARA HEALTH INSURANCE COMPANY

By: _____ **Date**: 01/01/2026

Printed: John E. DeGruttola

Title: SVP, Sales and Commercial Products

Address: 1300 Sentara Park

Virginia Beach, VA. 23464

_____

Signed: _____ **Date**: _____

Printed: _____

Address: _____

_____

_____