

## NOTICE OF PRIVACY PRACTICES

This provides notice of the privacy practices and policies of The Sherry A Warshauer Agency Inc. These protections have been adopted to ensure that the information that we obtain and maintain for our clients and customers, which may also include information about the employees, dependents, former employees and dependents, and other eligible participants on a group health plan for which we are providing services (“Protected Parties”), is protected in accordance with relevant state and federal rules. The Notice outlines our practices, policies, and legal duties to maintain and protect against prohibited disclosure of personally-identifiable financial information (as required by the federal Gramm-Leach-Bliley Financial Modernization Act (“GLB Act”), and the various state laws implementing those requirements), Protected Health Information of those Protected Parties (under the privacy regulations mandated by the Health Insurance Portability and Accountability Act and further expanded by the Health Information Technology for Economic and Clinical Health Act provisions in Title XIII of the American Recovery and Reinvestment Act (“HITECH”) and the regulations related to these laws and mandates), and the protection of personally-identifiable information under 45 CFR § 155.260 (collectively referred herein as “Privacy Rules”).

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT A PROTECTED PARTY  
MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.  
PLEASE REVIEW IT CAREFULLY.

THE PROTECTION OF THE PRIVACY OF THE INFORMATION WE MAINTAIN IS IMPORTANT TO US.

**1. Statement of Our Duties.** We are required by law to maintain the privacy of non-public personal information (“NPPI”), protected health information (“PHI”), and personally-identifiable information (“PII”) (collectively referred herein as “Protected Information”) of the Protected Parties and to provide our clients with this notice of our privacy practices and legal duties. We are required to abide by the terms of this notice. We reserve the right to change the terms of this notice and to adopt any new provisions regarding the Protected Information that we maintain about the Protected Parties. If we revise this notice, we will provide each client or customer with whom there is a current and direct business relationship with a revised notice by mail, electronic mail or any other electronic means, telefacsimile or fax, or hand-delivery.

**2. Statement of the Client’s Rights under Privacy Rules.** As our client or customer, you have a right to know how we may use or disclose the Protected Information we maintain on those Protected Parties with whom there is a direct relationship. In the event that our customer or client is an employer sponsoring a group health plan, we do not have a direct duty to their employees, dependents, former employees or dependents or other eligible participants on the group health plan. Our obligations to not disclose the Protected Information we maintain about those individuals may arise due to our contractual obligations as a Business Associate of both the client or customer, as well as to any

other third party who is a Covered Entity under the Privacy Rules, but does not create a special legal duty to provide notice to those individuals of their rights through a Notice of Privacy Practices.

**Primary Uses and Disclosures of Protected Information.** We use and disclose Protected Information about Protected Parties for payment and health care operations. Privacy Rules does not generally “preempt” (or take precedence over) state privacy or other applicable laws that provide individuals greater privacy protections. As a result, to the extent state law applies, the privacy laws of a particular state, or other federal laws, rather than the Privacy Rules, might impose a privacy standard under which we will be required to operate. For example, where such laws have been enacted, we will follow more stringent state privacy laws that relate to uses and disclosures of the Protected Information concerning HIV or AIDS, mental health, substance abuse/chemical dependency, genetic testing, reproductive rights.

**Business Associate Subcontractors:** In connection with our payment and health care operations activities, we contract with individuals and entities (called “subcontractors”) to perform various functions on our behalf or to provide certain types of services. To perform these functions or to provide the services, our subcontractors will receive, have access to, create, maintain, use, or disclose Protected Information, but

only after we require the subcontractor to agree in writing to contract terms designed to appropriately safeguard your information.

**3. Information We Collect About You.** We collect the following categories of information for group and/or individual policies from the following sources:

- a) Information that we obtain directly from you, in conversations or on applications or other forms that you or a Protected Party completes.
- b) Information regarding current or prospective plan participants we obtain about them on applications or other forms.
- c) Information that we obtain as a result of our transactions with you.

**4. Permissible Uses and Disclosures of Protected Information.** We disclose the information we receive regarding current or prospective plan participants only in accordance with the terms and conditions of the various Business Associate contracts we have entered to with Covered Entities under Privacy Rules and as permitted under state and federal laws concerning the privacy of your insurance and financial information. Those include:

- Situations Permitted or Required by Law. We also may use or disclose your Protected Information without your written permission for other purposes permitted or required by law, including, but not limited to the following:
  - a) As authorized by and to the extent necessary to comply with workers' compensation or other no-fault laws;
  - b) To an oversight or insurance regulatory agency for activities including audits or civil, criminal or administrative actions;
  - c) consumer product defects);
  - d) To a law enforcement official for law enforcement purposes or in response to a court order or in the course of any judicial or administrative proceeding;

- For any Purposes to Which you have Not Objected. In certain limited circumstances, we may use or disclose your Protected Information after we have given you an opportunity to object and you have not objected. For example, if you do not object, we may use limited information about you to maintain an office directory, to notify family members or any other person identified by you regarding issues directly related to such person's involvement with your care or payment for that care, or in emergency circumstances.
- For Purposes for Which We Have Obtained your Written Permission. All other uses or disclosures of your Protected Information will be made only with your written permission, and you may revoke any permission that you give us at any time.

**5. Complaints About Misuse of Health Information.** You may complain either directly to us or to the Secretary of Health and Human Services if you believe that your rights with respect to our protection of your health information have been violated. To file a complaint with us, you may send a written statement outlining your complaint, the facts and circumstances surrounding your complaint, including the names, dates and as many details as possible. You will not be retaliated against in any way for filing a complaint.

**6. Our Practices Regarding Confidentiality and Security.** We restrict access to Protected Information about you to those employees and its subcontractors who need to know that information in order to provide products and services to you. We maintain physical, electronic and procedural safeguards that comply with state & federal regulations to guard your Protected Information.

**7. Our Duties.** We are required by law to maintain the privacy of Protected Information and to provide individuals with notice of its legal duties and privacy practices with respect to Protected Information. If unsecured Protected Information is acquired, used or disclosed in a manner that is not permitted under the Privacy Rules that compromises the security or privacy of that Protected Information, (referred to as a "Breach"), We are required to provide appropriate Notice as defined by law without unreasonable delay and in no case later than 60 days after the discovery of the Breach or the receipt of information of the Breach. We may delegate this duty to a subcontractor. We are required to abide by the terms of the Notice that is currently in effect. We will provide a paper copy of this Notice to you upon your request.

**8. Our Policy Regarding Dispute Resolution.**

Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**9. Revisions to this Notice.** We reserve the right to change the terms of this Notice and to make the new Notice provisions effective for all Protected Information we maintain, regardless of whether the Protected Information was created or received prior to issuing the revised Notice. Whenever there is a material change to our use and disclosure of Protected Information, individual rights, our duties, or other privacy practices stated in this Notice, we will promptly revise and distribute the new Notice.

**Contact Person for Filing Complaint or Obtaining Other Information.** If you believe your privacy rights have been violated, you may file a written complaint with our Privacy Officer at the following address:

Compliance Officer  
1220 Main Street - 4th Floor  
Vancouver WA 98660  
FrontDesk@sawagency.com

# Broker Compensation Disclosure

This outlines our no-cost consultation and enrollment services.

The Consolidated Appropriations Act (CAA) of 2021 requires health insurance brokers and consultants to disclose direct and indirect compensation earned on health plans to plan fiduciaries, for contracts entered into or renewed on, or after, December 27, 2021.

The following constitutes \_\_\_\_\_ (the "Broker") disclosure of direct and indirect compensation the Broker will receive or reasonably expects to receive for the plan period beginning \_\_\_\_\_ through \_\_\_\_\_ in connection with the below referenced services it provides to \_\_\_\_\_ (the "Client" or "you"):

Check all consulting or brokerage services that apply:

Placement Services (e.g., assessing and reviewing current plans)

Conduct renewal analysis

Negotiating with carriers

Enrollment services (e.g., eligibility, on-boarding, additions, and deletions)

Serve as liaison between group client and the carrier

Assist in billing collection and resolution

Participate in eligibility maintenance and answer plan related questions

Provide regulatory support and guidance

Assist in preparation of insurance related forms (e.g., Form 5500)

Referral related services

Facilitate retention of TPAs or other service providers

Coordinate in acquisition of value-added services (e.g., HR Support, wellness resources)

Other:

The Broker \_\_\_\_\_ DOES NOT PROVIDE \_\_\_\_\_ DOES PROVIDE the above-referenced services to the Client in the capacity of an ERISA plan fiduciary.

## Direct Compensation

The Company reasonably expects to receive direct compensation for the placement of the below lines of coverage in the form of either a per employee per month ("PEPM") fee, a commission fee, or flat fee, directly from the Client in the amount indicated below:

<u>Coverage or Service</u>	<u>Carrier/Vendor PEPM</u>	<u>PEPM, Standard Commission, Commission Schedule, or Compensation Calculation</u>
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## Indirect Compensation

In addition to the above, the Broker reasonably expects to receive the following indirect compensation from the following entities:

<u>Coverage Line</u>	<u>Description of Indirect Compensation</u>	<u>Carrier/Vendor</u>	<u>PEPM, Standard Commission, Commission Schedule, or Compensation Calculation</u>
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## Other Compensation

The Broker may earn additional compensation from any of the above referenced insurers, vendors, or other third parties that cannot be calculated as of the time this disclosure is made to you, or prior to the date the Broker's executed, extended, or renewed contract with you is effective. For example, the Broker may receive additional compensation contingent upon certain conditions being met, including, but not limited to, profitability, growth, churn/retention, or the volume of services provided.

Compensation may be in the form of additional commissions, bonuses, or benefits ("compensation"). Furthermore, we may receive corporate sponsorships for webinars, training or other programming we provide for you and other clients, or for our own internal trainings. Whether we receive any of the above referenced compensation, or how much that compensation may be, cannot be discerned at this time.

Should you have any questions about any of the above information or require additional information, please don't hesitate to contact  
at

The above information is accurate to the best of my knowledge as of the date this disclosure is executed above.

Date: \_\_\_\_\_ Broker: \_\_\_\_\_