

Humana Contracting Checklist

Agent Name: _____ Date received: _____

- Page 3
- Page 4
- Page 7
- Page 11
- Page 25 (Please note this page looks similiar to page 7, but is not the same)
- Page 29 (Please note this page looks similiar to page 11, but is not the same)
- Page 45
- Consumer Authorization Page
- Page 7 of the Delegated Amendment
- Voided Check
- W-9

* Though some of the pages in this contract appear to be the same, they are actually different. In order to prevent delay in processing your contract, please be sure to return EVERY page listed in the above checklist. Thank you.

Verified Scanned Submitted Update Log Update FMP Ready to File

Writing Number: _____

Humana

Group Producing Agent or Agency Contract

**Commercial–
Medicare–
Individual–**

HUMANA[®]
Guidance when you need it most

Special Instructions for Completing The Humana Contract

While this contract booklet is applicable for both agents and agencies, a separate booklet must be completed if you are contracting for an agent AND agency.

Are you completing this for yourself?

1. Complete Agent Information **pages 3 and 4.**
2. Fill in your name, city and state on **pages 7 and 25.**
3. Complete and sign **pages 11 and 29.** (Signature stamps are not accepted.)
4. Enclose a **copy of your State Insurance License.**
5. Send the contract in its entirety and all other requirements to your Sales Market Office. Please note that all contract pages must be completed and submitted in order for us to process your contract.
6. A countersigned copy of the contract will be returned to you after your contract has been activated.

Are you completing this for your agency?

1. Complete Agency Information **pages 5 and 6.**
2. Fill in agency name, city and state on **pages 7 and 25.**
3. Complete and sign **pages 11 and 29** as the Officer. (Signature stamps are not accepted.)
4. Enclose a **copy of your State Insurance License**, if applicable.
5. Send the contract in its entirety and all other requirements to your Sales Market Office. Please note that all contract pages must be completed and submitted in order for us to process your contract.
6. A countersigned copy of the contract will be returned to you after your contract has been activated.

If contracting your agency, a separate contract must be submitted for at least one agent affiliated with the agency.

Social Security # _____

AGENT INFORMATION

Full Name _____

LAST	FIRST	MIDDLE	SUFFIX	TITLE
Correspondence Name		Sex	Date of Birth	

Primary Phone	Secondary Phone	Fax #
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BUSINESS ADDRESS

Agency Name _____ (For mailing purposes only)

Street _____ PO Box _____

City _____ State _____ ZIP _____ County _____

SHIPPING ADDRESS (must be street address)

Same as Business Address Yes No

Agency Name _____ (For mailing purposes only)

Street _____ PO Box _____

City _____ State _____ ZIP _____ County _____

RESIDENT ADDRESS

Street _____ PO Box _____

City _____ State _____ ZIP _____ County _____

BUSINESS INFORMATION

List the name(s) of other Insurance Companies you represent

How were you referred to Humana?

E-MAIL ADDRESS

(required information) _____

AGENT OR AGENCY AFFILIATION (Name of agent or agency you are working with, if applicable.)

Name Trusted Senior Specialists, LLC

Fed. Tax ID # or SS # 20-2159659

Address 10998 S. Wilcrest Dr Ste # 195

Houston, Texas 77099

Commission Payments

If directing your commissions to an agency, complete the Agent Business Transferral Form (Appendix, page 43).

Note that additional contract booklet for agency will need to be completed.

Direct Deposit

If you would like to sign up for Direct Deposit of your commissions, please complete the Direct Deposit form (Appendix, page 45).

Agent information form continued on page 4

BACKGROUND INFORMATION

List your occupation/employment for the past five years, most recent first.

FROM Mo/Yr	TO Mo/Yr	EMPLOYER NAME/ADDRESS	DUTIES	REASON FOR LEAVING

BACKGROUND QUESTIONS

- A. Are you presently indebted to any insurer or any insurance company or managing general agent? Yes No
 - B. Are there any criminal charges pending against you? Yes No
- Have you ever:
- C. been the subject of any investigation or proceeding by any insurance department? Yes No
 - D. had any agency contract or company appointment canceled for cause (e.g. misrepresentation, misappropriation, etc.)? Yes No
 - E. been suspended, expelled, fined, barred, censured or otherwise disciplined or found to have violated any law or rule by any insurance department or by any party in the insurance industry? Yes No
 - F. been refused a license to sell insurance or membership in any organization or had a license suspended or revoked by any insurance department? Yes No
 - G. withdrawn any application or surrendered any license to avoid any disciplinary action or the denial of a license? Yes No
 - H. been convicted of or pleaded nolo contendere to any felony or misdemeanor, except for traffic offenses? If yes, give complete information and attach copy of court order. Yes No
 - I. gone through bankruptcy, had salary attached or had any liens or judgments outstanding against you? Yes No
 - J. been named a party in any lawsuit? Yes No

For any "Yes" answers, please attach a detailed explanation.

ENCLOSE a copy of your state insurance license and/or appropriate state appointment form for the state(s) in which you will be selling Humana products.

FOR HUMANA USE ONLY

Authorized Signature _____

Sales Representative (Territory) _____

Commercial Medicare (Facility # _____) Individual

Federal Tax ID # _____

AGENCY INFORMATION

Agency Full Name _____

CORPORATION

LIMITED LIABILITY CORP

PARTNERSHIP

SOLE PROPRIETOR

Primary Phone _____

Secondary Phone _____

Fax # _____

BUSINESS ADDRESS

Contact Name _____

(For mailing purposes only)

Street _____

PO Box _____

City _____

State _____

ZIP _____

County _____

SHIPPING ADDRESS (must be street address)

Same as Business Address Yes No

Contact Name _____

(For mailing purposes only)

Street _____

PO Box _____

City _____

State _____

ZIP _____

County _____

BUSINESS INFORMATION

List the name(s) of other Insurance Companies you represent

How were you referred to Humana? _____

E-MAIL ADDRESS

(required information) _____

ACTIVE MEMBERS LICENSED THROUGH AGENCY (Please attach state member listing, if applicable.)

Name _____

SS # _____

Name _____

SS # _____

Name _____

SS # _____

Name _____

SS # _____

Agency information form continued on page 6

BACKGROUND QUESTIONS

- | | | |
|--|---------------------------------|--------------------------------|
| A. Are you presently indebted to any insurer or any insurance company or managing general agent? | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| B. Are there any criminal charges pending against you? | <input type="checkbox"/> | <input type="checkbox"/> |
| Has the agency applicant or owner, officer, shareholder, director, partner, or member ever: | Yes | No |
| C. been the subject of any investigation or proceeding by any insurance department? | <input type="checkbox"/> | <input type="checkbox"/> |
| D. had any agency contract or company appointment canceled for cause (e.g. misrepresentation, misappropriation, etc.)? | <input type="checkbox"/> | <input type="checkbox"/> |
| E. been suspended, expelled, fined, barred, censured or otherwise disciplined or found to have violated any law or rule by any insurance department or by any party in the insurance industry? | <input type="checkbox"/> | <input type="checkbox"/> |
| F. been refused a license to sell insurance or membership in any organization or had a license suspended or revoked by any insurance department? | <input type="checkbox"/> | <input type="checkbox"/> |
| G. withdrawn any application or surrendered any license to avoid any disciplinary action or the denial of a license? | <input type="checkbox"/> | <input type="checkbox"/> |
| H. been convicted of or pleaded nolo contendere to any felony or misdemeanor, except for traffic offenses? If yes, give complete information and attach copy of court order. | <input type="checkbox"/> | <input type="checkbox"/> |
| I. gone through bankruptcy, had salary attached or had any liens or judgements outstanding against you? | <input type="checkbox"/> | <input type="checkbox"/> |
| J. been named a party in any lawsuit? | <input type="checkbox"/> | <input type="checkbox"/> |

For any “Yes” answers, please attach a detailed explanation.

ENCLOSE a copy of your state insurance license and/or appropriate state appointment form for the state(s) in which you will be selling Humana products.

FOR HUMANA USE ONLY

Authorized Signature _____

Sales Representative (Territory) _____

Commercial Medicare (Facility # _____) Individual

Group Producing Agent or Agency Contract

Applicable Companies

- Humana Insurance Company
- and all of their affiliates
- Humana Health Plan, Inc.

The Applicable Companies

(hereinafter referred to as the "Company") and

X of **X**
(agent or agency name) (city) (state)

(hereinafter referred to as "GPA"),

IN CONSIDERATION of the mutual promises and agreements set forth herein below, hereby enter into this Group Producing Agent or Agency Contract which shall include all amendments to this Group Producing Agent or Agency Contract, current and future Exhibits, Attachments, Producer Partnership Plans and other written agreements which may be entered into by the parties (collectively the "Contract") and AGREE AS FOLLOWS:

1. APPOINTMENT AND RELATIONSHIP

- The Company hereby appoints the GPA to act on its behalf and represent it only to the extent authorized herein.
- The GPA is an independent contractor with respect to the Company, and nothing contained herein shall create or be construed to create the relationship of employer and employee between the Company and the GPA or between the Company and any employee of the GPA.

2. AUTHORITY AND RESPONSIBILITY OF GPA

- The GPA is hereby authorized on behalf of the Company, but only in those states where the Company is authorized to do business and provided that the GPA is in compliance with all applicable regulatory licensing requirements at the time of solicitation, to solicit applications for the approved products offered by the Company which are listed in Producer Partnership Plan or other written documents provided to the GPA by the Company, which are made a part of this Contract.
- The GPA is authorized to collect the initial payment only for any policy or contract issued upon application solicited by the GPA, and to deliver and service policies, contracts and certificates of group coverage so issued, provided:
 - receipts for such payments shall only be given on forms furnished by the Company for that purpose.
 - all such payments shall be received and held in a fiduciary capacity by the GPA as trustee for the Company.
 - all checks should be made payable to the Company unless the GPA receives prior permission from the Company to the contrary, and in no event is any GPA authorized to accept any check in excess of \$5,000 not specifically made payable to the Company.
- The GPA may not use the Company's name, logo or any proprietary information on any printed or electronic advertising or Internet site without prior written approval of the Company. The GPA may create an electronic link from the GPA's Internet site to the Company's Internet sites, but the GPA may not reproduce any of the Company's Internet content or programs on the GPA's Internet sites. The GPA may not alter any materials considered proprietary by the Company in electronic, printed or any other form.
- GPA must fully and accurately represent to all parties the terms and conditions, including limitations and exclusions, of the products and services of the Company, consistent with and according to Company marketing materials, certificates of insurance, subscriber and group contracts, insurance policies and benefit plans.
- The GPA is hereby authorized to refer to the Company, potential applicants for Medicare policies, including Medicare HMO and Medicare Supplement. The names of individuals potentially eligible for Medicare policies may be referred only in Company approved service areas, in which Company is authorized to do business. Any referral must be performed consistent with the Company's Medicare referral program, this Contract, and all applicable laws. The GPA must be licensed in the state that has jurisdiction over the transaction, and appointed on behalf of the Company. The GPA will refer the name of any prospect, and the source of the lead, to authorized Company Medicare Sales Personnel. A GPA who makes a Medicare referral is not the "Agent of Record" for the Medicare policy.

- F. The GPA is required to protect the privacy and confidentiality of personal and financial information regarding the Company's applicants, current and former members, employer groups, and providers. The GPA will not disclose personal or financial information to anyone other than the Company. The GPA must not work on, view, or attempt to obtain Company information that is not part of the GPA's business with the Company. The GPA agrees to comply with all Federal, state and local laws regarding the privacy and confidentiality of information regarding applicants, current and former members, employer groups and providers. The GPA agrees to comply with all Company privacy and confidentiality requirements and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Gramm-Leach-Bliley Act (1999) including any regulations or amendments. This paragraph shall survive termination of this Contract. The Company and GPA agrees it will not disclose or use the nonpublic personal information provided to it under this Joint Marketing Agreement to any person or entity except as necessary to carry out the joint marketing of the individual major medical insurance health plan under this Agreement, or under another expressly recognized exception to the Gramm-Leach-Bliley Act's opt out requirement in the ordinary course of business to carry out such joint marketing unless and until the individual about whom the nonpublic personal information is shared becomes a customer of the Company and GPA.
- G. The Violent Crime Control and Law Enforcement Act (18 U.S.C. 1033 et seq.) makes it a crime for individuals convicted of certain felonies to willfully engage in the business of insurance. By entering into this Contract the GPA represents that they are not prevented from engaging in insurance business under the Violent Crime Control and Law Enforcement Act or any other applicable law. The GPA agrees to accurately and fully complete the Background Information section of this Contract and to advise the Company in writing within 30 days if they have been convicted of a felony at any time this Contract is in effect. The Company recommends that any GPA who has concerns about their ability to act as an agent to contact the Department of Insurance where they are licensed.
- H. GPA understands and agrees that the Company and GPA through the established business relationship by this agreement may choose to communicate with GPA through the use of mail, email or facsimile to the address(es) and facsimile number(s) of the GPA. In addition, Company may begin immediately using any changes to such contact information.
- I. The Agent/Agency shall be responsible for communicating with the customer/applicant on behalf of Humana throughout the application processes. After completion of Humana's risk assessment, the Agent/Agency shall be responsible for communicating and actively selling any modified offers.
- J. The agent can communicate verbatim an underwriting decision that has been made via HumanaOne's Individual on-line application system. The agent has no authority to waive or make any underwriting determinations on behalf of Humana.

3. LIMITATIONS ON AUTHORITY

- A. The GPA shall have no authority to make, alter, modify or discharge any policy or contract; extend any provision thereof; extend the time for payments; waive any forfeiture; deliver any individual policy or contract unless the proposed covered person thereunder is at the time eligible for coverage and is insurable; incur any debts or expenses for which the Company may be liable; receive any money for the Company except as may herein or elsewhere specifically in writing be authorized by the Company; withhold or convert to his own use or for the benefit of others any monies, securities, policies or receipts belonging to the Company or fail to submit promptly to the Company any applications for policies; or accept payments other than in current funds of the United States.
- B. The GPA shall have no authority to endorse or present for collection any check, draft or other instrument made payable to the Company.
- C. For any Medicare Advantage policies the GPA is not authorized to engage in sales activities of any type, including telemarketing, "cold-calling" or door-to-door solicitation. The GPA shall not conduct any type of enrollment with prospective Medicare Advantage applicants. The GPA shall have no authority to make, alter, or discharge the provisions of any Medicare Advantage policy, provide Medicare Advantage policy information or make any representation on coverage eligibility or coverage benefits regarding Medicare Advantage policies or quote Medicare Advantage premiums, rates or policy values; collect any Medicare Advantage policy premium or payment; circulate any advertising material concerning any of the Medicare Advantage policies; or represent or bind the Company in any manner regarding Medicare Advantage policies.

4. COMPENSATION OF GPA

- A. As full compensation for services performed hereunder, the Company will pay to the GPA commissions as set forth in the applicable Producer Partnership Plan or other applicable written documents provided to the GPA by the Company, which are made a part of this Contract. The Company will pay a Medicare referral fee, hereinafter referred to as "commissions," for purposes of this Contract only and shall not be deemed commissions by the GPA or the Company for any other purpose or in any other manner. The GPA shall receive Medicare referral fees according to the terms and rules of the Medicare referral fee program. The GPA's eligibility for Medicare referral fees shall terminate immediately on the date of a violation of 3.C. of the Contract or any material violation of the terms or rules of the Medicare referral program.
- B. Provisions relating to all commissions.
 - 1. The GPA shall pay over promptly to the Company gross payments and other monies received or collected on behalf of the Company and shall not deduct or retain from commissions that which may be payable hereunder without express written consent of the Company.

2. Any commissions to which the GPA may be entitled hereunder shall be payable to the GPA only after the due date of the payment and after receipt of the gross payment in cash by the Company at its Home Office.
3. No commissions will be payable on account of waived payments or payments refunded for any reason except under an experience rating agreement. Any commissions received on account of any waived or refunded payments shall be promptly returned in full to the Company by the GPA and shall constitute an indebtedness to the Company until returned.
4. Commissions on individual and group conversion plans, and on policies or contracts issued to a policyowner or contract owner within six (6) months before or after termination of another policy or contract of the Company issued to such policyowner or contract owner, to the extent not otherwise provided for herein, may be adjusted in accordance with the Company's then current rules governing commissions on conversions and replacements.
5. There shall be no additional compensation or reimbursement to the GPA for expenses incurred in performing services hereunder. In order for the Company to produce any commission audit or commission report, the GPA must request any commission audit or commission report. The Company, at its discretion, may require compensation from the GPA for any audit or report created at the request of the GPA.
6. Commissions payable with respect to the same policy or contract may be divided between the GPA and other Producers licensed with the Company. In such case, earned payments for such policy or contract shall be allocated among Producers proportionately by the Company for commission payment purposes only.
7. Commissions are also subject to the following provisions:
 - a. If the GPA is a natural person, upon the death of the GPA, any commissions due and payable at the time of the death of the GPA and for a maximum period of six (6) months after the death of the GPA shall be paid to the executor or administrator of the GPA's estate, or to the assigns of the GPA, as applicable, unless payment of commissions during this six (6) month period is not permitted by applicable law. If the GPA is a natural person, this Contract will terminate on the date of the death of the GPA or if commissions are paid after the date of the death of the GPA this Contract will terminate on the date of the final commission payment by the Company.
 - b. If this Contract terminates because of the dissolution of the GPA, no commissions shall be payable hereunder subsequent to the date of dissolution.
 - c. If the total compensation from all lines to the GPA from the Company in any calendar year is less than \$500.00, this Contract may be terminated by notice from the Company and no further commissions shall be payable after the termination date.
 - d. Commissions shall be payable if the GPA is designated as "Agent of Record" (not applicable for Medicare policies, including Medicare HMO and Medicare Supplement) by the insured individual or insured group or by the policyholder when premium or payments are received by the Company, and is servicing the business in a manner satisfactory to the Company.
 - e. If the GPA is no longer licensed as an insurance agent by the state where the GPA is a resident, commissions will be paid for a maximum period of ninety (90) days after the expiration date of the resident state insurance license, unless payment of commissions during this ninety (90) day period is not permitted by applicable law.
8. Commissions or compensation payable by the Company including commissions payable according to any commission schedule may be modified, increased, reduced or discontinued by notice in writing from the Company and such amendment shall take effect at the time specified in the notice, but in no event prior to 30 days from the date such notice is mailed to the GPA's last known address as reflected in the Company's records. All Commissions or compensation for all Company business, including existing business may be modified, increased, reduced or discontinued. This paragraph shall survive termination of this Contract.

5. GENERAL PROVISIONS

- A. Conduct of GPA. The GPA shall be free to exercise personal judgment as to the time and manner of performing services authorized under this Contract, but shall be guided by such rules as may be adopted by the Company concerning general business conduct. In all cases, the business of the GPA shall be conducted in accordance with the laws and regulations of the jurisdictions in which the GPA is authorized to represent the Company.
 - B. Audit of GPA. All books, accounts and records of the GPA related to the business of the Company shall be subject to audit and inspection by the Company or its duly authorized representative at all times, including a period of sixty (60) days after termination hereof. The Company may at any time make copies of or take extracts from such books, accounts and records as it may deem necessary.
 - C. Records and Supplies. All records maintained by the GPA hereunder and all books, rate manuals, forms and other supplies furnished to the GPA by the Company shall be and remain the property of the Company and shall be returned to the Company promptly following termination hereof.
 - D. Underwriting. The Company reserves the right at its sole option to decline any application for coverage, to refuse to renew any coverage, to withdraw any policy or contract form, or to return directly to covered persons or applicants any payments submitted to the Company without liability to the GPA.
1. The agent can communicate verbatim an Underwriting Specialist #475 as been made via HumanaOne's Individual on-line application system. The agent has no authority to waive or make any underwriting determinations on behalf of Humana.

- E. **Prior Contracts Superseded.** This Contract shall supersede any and all prior Contracts other than “Single Case Agreements” for commissions on Group and/or Individual policies or contracts between the parties hereto, whether written or oral, regarding the services of the GPA performed for the Company with respect to such products.
- F. **Indebtedness.**
1. Any advance, loan, or extension of credit which the GPA at any time and in any manner may secure from the Company shall constitute an indebtedness to the Company. If any check or draft of the GPA used to transfer monies to the Company is dishonored upon presentment for payment, the amount thereof shall constitute an indebtedness of the GPA to the Company.
 2. **Provisions Relating to Indebtedness.**
 - a. The entire indebtedness to the Company of the GPA, as recorded in the records of the Company, may be deemed due and payable in full by the Company at any time.
 - b. The GPA shall be responsible for any costs, including reasonable attorney fees and other collection expenses, incurred by the Company in connection with the recovery from the GPA of any indebtedness of the GPA to the Company.
 - c. The GPA hereby grants to the Company a first security interest in all commissions becoming due hereunder to secure any indebtedness of the GPA to the Company; and the Company may at any time apply commissions payable to the GPA hereunder or any other monies payable to the GPA by the Company or by any company controlled by or under common contract with the Company to reduce any such outstanding indebtedness.
- G. **Assignment.** No assignment or other transfer of any rights, title or interest herein, or of any benefits accruing hereunder, in whole or in part, shall be valid and any such attempted assignment or transfer shall be void unless the written consent of the Company thereto has first been given. Any assignee of rights or benefits hereunder shall be subject to all the terms and provisions hereof.
- H. **Amendment.**
1. This Contract may be amended at any time and from time to time by written notice from a duly authorized officer of the Company to the GPA.
 2. This Contract may be amended at any time by mutual agreement of the parties hereto.
- I. **Hold Harmless.** Company and GPA will indemnify, hold harmless and defend the other party to this Contract from and against any and all claims, litigation, losses, liabilities, costs and other expenses incurred as a result of the breach of the terms of this Contract.
- J. **Legal Proceedings.** The GPA shall not institute legal proceedings of any kind or characters on behalf of the Company or any policyholder in connection with any matter pertaining to business covered under this Contract. The GPA agrees to promptly notify the Company in writing of the institution of any legal proceedings against the GPA in connection with the business covered under this Contract.
- K. **Bond.** The GPA agrees to furnish the Company, upon its request, a fidelity bond in an amount and form satisfactory to the Company.
- L. **Waiver.** The failure of either party to enforce any of the terms and conditions of this Contract shall not constitute a waiver by such party of its right to do so, nor shall it be deemed to be an act of ratification or consent.
- M. **Assistance in Litigation, Administrative Proceedings and Coverage Disputes.** The GPA and any employees or agents assisting GPA in the performance of its obligations under the Contract, shall be made available to Company, at no cost to Company, to testify as witnesses, or otherwise, in the event of demands, claims, litigation or administrative proceedings being made against Company, its directors, officers, employees, or agents that involve the GPA or any employees or agents assisting GPA.

6. TERMINATION

- A. This Contract may be terminated without cause by either party upon at least thirty (30) days prior written notice to the other party to that effect. Such termination shall be effective thirty (30) days after the mailing of written notice thereof, or on the date specified in such notice if later.
- B. This Contract may be terminated by the Company without notice for “cause,” which shall include, but is not limited to, the following:
 1. Commission of a fraudulent, illegal or dishonest act or material breach of this Contract by the GPA or material misrepresentation or omission in the Contract by the GPA;
 2. Violation of any provision hereunder regarding making available books, accounts, and records of the GPA for audit and review; or

3. Violation of the laws, regulations, or rules of any jurisdiction by the GPA in which the GPA operates, or of any governmental authority exercising jurisdiction over the GPA.

Termination for "cause" may, at the option of the Company, result in forfeiture of all commissions which may be due under this Contract as of the termination date or become due thereafter.

C. On the effective date of a voluntary termination of this Contract by the GPA:

1. The GPA shall be terminated as the agent for any policies the GPA has with the Company; and
2. The GPA will no longer earn or receive commissions from the Company.

7. SIGNATURES

I hereby accept and am in possession of the Group Producing Agent or Agency Contract. I understand the Contract will not be in effect until such time when I am in receipt of the countersigned copy of the signature page of the Group Producing Agent or Agency Contract.

The undersigned parties agree to the terms of the Contract as specified herein, or as such terms may be amended from time to time.

I represent that the information I have provided in this Contract including the Agent Information and Agency Information sections of this Contract is accurate, complete and true to the best of my knowledge and belief.

This Group Producing Agent or Agency Contract shall be governed by the laws of the State of Kentucky.

EXECUTED BY THE GROUP
PRODUCING AGENT OR AGENCY:

X _____
(name - print or type)

X _____
(street)

X _____
(original signature)

X _____
(city) (state)

X _____
(date)

**FOR HUMANA USE ONLY
(To be completed by Humana, not the agent or agency)**

EXECUTED ON BEHALF OF THE
APPLICABLE INSURANCE COMPANY BY:

(name - print or type)

(title/at)

(signature)

(date)

This Contract shall take effect as of the _____ of _____, _____.
(day) (month) (year)



Exhibit A

HIPAA Business Associate Agreement

- A. In conformity with the regulations at 45 C.F.R. Parts 160-164 (the “Privacy and Security Rules”), Company will provide GPA with access to, or have GPA create, maintain, transmit and/or receive certain Protected Health Information (“PHI” as defined below), thus necessitating a written agreement that meets the applicable requirements of the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”).
- B. Company and GPA intend to protect the privacy and provide for the security of PHI disclosed to GPA pursuant to this Agreement in compliance with HIPAA and the regulations promulgated thereunder by the U.S. Department of Health and Human Services, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations (“CFR”), as the same may be amended from time to time and other applicable state and federal laws, rules and regulations regarding privacy and security of personal information.
- C. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that further amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI.
- D. In the event of any conflict between this Agreement and the Arrangement as to the subject matter referenced herein, this Agreement shall control.

In consideration of the mutual promises below and the exchange of Information pursuant to this Agreement, the parties agree as follows:

1. DEFINITIONS

The following terms shall have the meaning set forth below:

- A. ARRA. “ARRA” means the American Recovery and Reinvestment Act of 2009.
- B. C. F. R. “C.F.R.” means the Code of Federal Regulations.
- C. Designated Record Set. “Designated Record Set” has the meaning assigned to such term in 45 C. F. R. 160.501.
- D. Discovery. “Discovery” shall mean the first day on which a Security Breach is known to GPA (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of GPA), or should reasonably have been known to GPA, to have occurred.
- E. Electronic Health Record. “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff.
- F. Electronic Protected Health Information. “Electronic Protected Health Information” means information that comes within paragraphs 1 (i) or 1 (ii) of the definition of “Protected Health Information”, as defined in 45 C. F. R. 160.103.
- G. Individual. “Individual” shall have the same meaning as the term “individual” in 45 C. F. R. 164.501 and shall include a person who qualifies as personal representative in accordance with 45 C. F. R. 164.502 (g).
- H. Protected Health Information. “Protected Health Information” shall have the same meaning as the term “Protected Health Information”, as defined by 45 C. F. R. 160.103, limited to the information created or received by GPA from or on behalf of Company.
- I. Required by Law. “Required by Law” shall have the same meaning as the term “required by law” in 45 C. F. R. 164.501.
- J. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- K. Security Breach. “Security Breach” means the unauthorized acquisition, access, use or disclosure of Protected Health Information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Security Breach does not include:
 - 1. any unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of GPA if:

- a. such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with GPA; and
 - b. such information is not further acquired, accessed, used or disclosed by any person; or
2. any inadvertent disclosure from an individual who is otherwise authorized to access Protected Health Information at a facility operated by GPA to another similarly situated individual at the same facility; and
 3. any such information received as a result of such disclosure is not further acquired, accessed, used or disclosed without authorization by any person.
- L. Security Breach Compliance Date. “Security Breach Compliance Date” means the date that is thirty (30) days after the Secretary publishes interim final regulations to carry out the provisions of Section 13402 of Subtitle D (Privacy) of ARRA.
- M. Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C. F. R. 164.304.
- N. Segregation of duties. “Segregation of duties” is a method for reducing the risk of accidental or deliberate system misuse. Care should be taken that no single person can access, modify or use assets without authorization or detection. The initiation of an event should be separated from its authorization. The possibility of collusion should be considered in designing the controls.
- O. Standard Transactions. “Standard Transactions” means the electronic health care transactions for which HIPAA standards have been established, as set forth in 45 C. F. R., Parts 160-162.
- P. Unsecured Protected Health Information. “Unsecured Protected Health Information” means Protected Health Information that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary from time to time.

2. OBLIGATION OF GPA

- A. Permitted Uses and Disclosures. GPA may create, use and/or disclose Company Member’s PHI pursuant to the Arrangement or this Agreement in accordance with the specifications set forth below provided that such use or disclosure would not violate the Privacy and Security Rules if done by Company or the minimum necessary policies and procedures of the Company.
1. Eligibility, claims information and medical and dental records for the sole purpose of quoting, underwriting, and case issuance and processing.
 2. Eligibility, claims information, and medical and dental records for the sole purpose of case renewal activities.
 3. Eligibility information for the sole purpose of commission and bonus processing and inquiries.
 4. Eligibility and claims information for the sole purpose of assisting members and employers regarding claims processing and payment, member eligibility and enrollment, billing and reimbursement decisions.
 5. Eligibility information for the sole purpose of assisting members and employers regarding adding coverage, terminating coverage, name and address changes, ID Card requisition, coverage questions, form requisition, and benefit verification.
 6. Eligibility and claims information for the sole purpose of assisting in member specific and employers regarding utilization review and utilization management.
 7. Eligibility and claims information for the sole purposes of assisting members and employers regarding medical and dental necessity reviews.
 8. Eligibility and claims information for the sole purpose of assisting in member and employer specific customer service and quality improvement activities.
 9. Eligibility, claims information and medical and dental records for the sole purpose of assisting members and employers regarding coverage and referral denial decisions.
- B. Specific Use and Disclosure Provisions
1. Except as otherwise prohibited by this Agreement, GPA may use Protected Health Information for the proper management and administration of GPA or to carry out the legal responsibilities of GPA.
 2. Except as otherwise prohibited by this Agreement, GPA may disclose Protected Health Information for the proper management and administration of GPA, provided that disclosures are Required By Law, or GPA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies GPA of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the Security Breach and Security Incident notifications requirements of this Agreement.
 3. GPA shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without Company’s prior written approval and notice from Company that it has obtained from the individual, in accordance with 45 C.F.R. 164.508, a valid authorization that includes a specification of whether the Protected Health Information can

be further exchanged for remuneration by GPA. The foregoing shall not apply to Company's payments to GPA for services delivered by GPA to Company.

4. Except as otherwise prohibited by this Agreement, GPA may use Protected Health Information to provide data aggregation services to Company as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).
 5. GPA may use Protected Health Information to report violation of law to appropriate Federal and State authorities, consistent with 164.502 (j)(1).
- C. Data Aggregation Services. For purposes of this Section, "Data Aggregation" means, with respect to Company's PHI, the combining of such PHI by GPA with the PHI received by GPA in its capacity as a business associate of another Company, as that term is defined under HIPAA to permit data analyses that relate to the health care operations of the respective Covered Entities. If applicable, GPA shall provide the following Data Aggregation services relating to the health care operations of Company, as such GPA shall comply with restrictions on the use and disclosure of PHI. Company shall notify GPA of such restrictions upon the effective date of this Agreement.
1. Outcomes data aggregation
 2. Profiling of utilization patterns, outcomes and prescribing patterns of providers
 3. Geographic profiling of patterns of care rendered to Company Members
- D. Nondisclosure. GPA agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law. GPA shall also comply with any further limitations on uses and disclosures agreed to by Company in accordance with 45 C.F.R. 164.522 provided that such agreed upon limitations have been communicated to GPA according with Section 3(d) of this Agreement.
- E. Safeguards. GPA shall use appropriate safeguards to prevent use or disclosure of PHI other than as specifically provided for by the Arrangement or this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy; and (ii) a program that includes administrative, technical and physical safeguards appropriate to the size and complexity of GPA's operations and the nature and scope of his/her/its activities; and (iii) periodic and mandatory privacy and security training and awareness to its employees and subcontractors; and (iv) appropriate confidentiality agreements with all employees, subcontractors, independent contractors and any entity to which GPA has delegated or sub-delegated his/her/its rights, duties, activities and/or obligations under the Arrangement or this Agreement which contain terms and conditions that are the same or similar to those contained in this Agreement; and (v) duties and areas of responsibility should be segregated to reduce opportunities for unauthorized or unintentional modification or misuse of Company or GPA's assets.
- F. Reporting of Disclosures and Mitigation. GPA shall provide immediate written notice to Company of any use or disclosure of PHI other than as specifically provided for by the Arrangement or this Agreement. Such notice shall be provided in the manner set out in this Agreement. GPA agrees to mitigate, to the extent practicable, any harmful effect that is known to GPA of a use or disclosure of Protected Health Information by GPA in violation of the requirements of this Agreement.
- G. Contractors. It is understood and agreed that GPA shall maintain written confidentiality agreements with contractors, including without limitation subcontractors and independent contractors, as necessary to perform the services required under the Arrangement, in a form consistent with, the terms and conditions established in this Agreement. Sample copies of the standard confidentiality agreements between GPA and contractors will be made available upon request. GPA agrees and shall require contractors to agree that in the event of any conflict between such Confidentiality Agreements and this Agreement, the language in this Agreement shall control. GPA agrees to notify Company of any material change(s) to the aforementioned agreements at least thirty (30) days prior to implementing such change(s). GPA shall ensure that any agents, including subcontractors, to whom it provides Company Member's PHI received from, created by, or received by GPA on behalf of Company agrees to the same restrictions and conditions that apply to GPA with respect to such PHI. In no event shall GPA, without Company's prior written approval, provide Protected Health Information received from, or created or received by GPA on behalf of Company, to any employee or agent, including a subcontractor, if such employee, agent or subcontractor receives, processes or otherwise has access to the Protected Health Information outside of the United States.
- H. Availability of Information. GPA agrees to provide access, at the request of Company, and in the time and manner designated by Company, to Protected Health Information in a Designated Record Set, to Company or, as directed by Company, to an Individual in order to meet the requirements under 45 C.F.R. 164.524. Company's determination of what constitutes "Protected Health Information" or a "Designated Record Set" shall be final and conclusive. If GPA provides copies or summaries of Protected Health Information to an Individual it may impose a reasonable, cost-based fee in accordance with 45 C.F.R. 164.524 (c)(4).
- I. Amendment of PHI. GPA shall make PHI available to Company as reasonably required to fulfill Company's obligations to amend such PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and GPA shall, as directed by Company, incorporate any amendments to PHI into copies of such PHI maintained by GPA.

- J. Internal Practices. GPA agrees to make (i) internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by GPA on behalf of, Company, and (ii) policies, procedures, and documentation relating to the safeguarding of Electronic Protected Health Information available to Company, or at the request of the Company to the Secretary, in a time and manner designated by Company or the Secretary, for purposes of the Secretary determining Company's compliance with the Privacy and Security Rules.
- K. Notification of Breach. Beginning on the later of the Effective Date of this Agreement, GPA agrees to report to Company any potential Security Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than five (5) calendar days after Discovery of a Security Breach. Such notice shall include: (i) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by GPA, to have been, accessed, acquired, or disclosed; and (ii) a brief description of the event; and (iii) the date of the potential Security Breach; and (iv) the date of discovery; and (v) the type of Protected Health Information involved; and (vi) any preliminary steps taken to mitigate the damage; and (vii) a description of any investigatory steps taken. In addition, GPA shall provide any additional information reasonably requested by Company for purposes of investigating the Security Breach. GPA's notification of a Security Breach under this section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.
- L. Breach notifications must be reported to Company by one of the following methods:
- By Mail: Humana Privacy Officer
500 West Main Street, 26th Floor
Louisville, KY 40202
- By Phone: 502-580-3700
- By email: privacyoffice@humana.com
- M. In addition to the foregoing, GPA agrees that in the event of a security incident, Company shall have the sole right to determine (i) whether notice is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, media outlets and/or HHS, or others as required by law or regulation, or in Company's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation. Any such notice or remediation shall be at GPA's sole cost and expense.
- N. GPA agrees to document such disclosures of Protected Health Information as would be required for Company to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- O. GPA agrees to provide to Company, in the time and manner designated by Company, the information collected in accordance with Section 2(j) of this Agreement, to permit Company to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528. In addition, with respect to information contained in an Electronic Health Record, GPA shall document, and maintain such documentation for three (3) years from date of disclosure, such disclosures as would be required for Company to respond to a request by an Individual for an accounting of disclosures of information contained in an Electronic Health Record, as required by Section 13405(c) of Subtitle D (Privacy) of ARRA and related regulations issued by the Secretary from time to time.
- P. GPA acknowledges that it shall request from Company and so disclose to its affiliates, agents and subcontractors or other third parties,
1. the information contained in a "limited data set," as such term is defined at 45 C.F.R. 164.514(e)(2), or,
 2. if needed by GPA, to the minimum necessary to accomplish the intended purpose of such requests or disclosures. In all cases, GPA shall request and disclose Protected Health Information only in a manner that is consistent with guidance issued by the Secretary from time to time.
- Q. With respect to Electronic Protected Health Information, GPA shall implement and comply with (and ensure that its subcontractors implement and comply with) the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Company. GPA acknowledges that, effective the later of the Effective Date of this Agreement or February 17, 2010, (i) the foregoing safeguard, policies and procedures requirements shall apply to GPA in the same manner that such requirements apply to Company, and (ii) GPA shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguard, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.
- R. With respect to Electronic Protected Health Information, GPA shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.

- S. GPA shall report to Company any Security Incident of which it becomes aware. For purposes of reporting to Company, any attempted unsuccessful Security Incident means any attempted unauthorized access that prompts GPA to investigate the attempt or review or change its current security measures.
- T. If GPA conducts any Standard Transactions on behalf of Company, GPA shall comply with the applicable requirements of 45 C.F.R. Parts 160-162.
- U. During the term of this Agreement, GPA may be asked to complete a security survey and/or attestation document designed to assist Company in understanding and documenting GPA's security procedures and compliance with the requirements contained herein. GPA's failure to complete either of these documents within the reasonable timeframe specified by Company shall constitute a material breach of this Agreement.
- V. GPA acknowledges that, effective the later of the Effective Date of this Agreement or February 17, 2010, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any of the use and disclosure requirements of this Agreement and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

3. OBLIGATIONS OF COMPANY

- A. Company will use appropriate safeguards to maintain the confidentiality, privacy and security of PHI in transmitting same to GPA pursuant to the Arrangement and this Agreement.
- B. Company shall notify GPA of any limitation(s) in Company's notice of privacy practices that Company produces in accordance with 45 C.F.R. 164.520 (as well as any changes to that notice), to the extent that such limitation(s) may affect GPA's use or disclosure of Protected Health Information.
- C. Company shall provide GPA with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes affect GPA's use or disclosure of Protected Health Information.
- D. Company shall notify GPA of any restriction to the use or disclosure of Protected Health Information that Company has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect GPA's use or disclosure of Protected Health Information.

4. AUDITS, INSPECTION AND ENFORCEMENT

From time to time upon reasonable advance notice, or upon a reasonable determination by Company that GPA has potentially or actually breached this Agreement, Company may inspect the facilities, systems, books, procedures and records of GPA to monitor compliance with this Agreement. GPA shall promptly remedy any violation of any term of this Agreement and shall certify the same to Company in writing.

To the extent that Company determines that such examination is necessary to comply with Company's legal obligations pursuant to HIPAA relating to certification of its security practices, Company or its authorized agents or contractors, may, at Company's expense, examine GPA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Company the extent to which GPA's administrative, physical and technical safeguards comply with HIPAA, the HIPAA Regulations or this Agreement.

5. WAIVER

Waiver, whether expressed or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent or continuing breach of the same provision. In addition, waiver of one of the remedies available to either party in the event of a default or breach of this Agreement by the other party, shall not at any time be deemed a waiver of a party's right to elect such remedy(ies) at any subsequent time if a condition of default continues or recurs.

6. TERMINATION

- A. Term. The provisions of this Agreement shall take effect on the Agreement's Effective Date and shall terminate when all of the Protected Health Information provided by Company to GPA, or created, maintained, transmitted or received by GPA on behalf of Company, is destroyed or returned to Company, or, in accordance with Section 6(c)(2).
- B. Termination for Cause. Without limiting the termination rights of the parties pursuant to the Agreement and upon, either party's knowledge of a material breach of this Agreement by the other party, the nonbreaching party shall provide an opportunity for the breaching party, to cure the breach or end the violation, or terminate the Agreement, if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party, or immediately terminate this Agreement, if, in the non-breaching party's reasonable judgment cure is not possible.

C. Effect of Termination.

1. Except as provided in Section 6(c), upon termination of this Agreement, for any reason, GPA shall return or destroy all Protected Health Information received from Company, or created, maintained, transmitted or received by GPA on behalf of Company. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of GPA. GPA shall retain no copies of the Protected Health Information.
 2. In the event GPA determines that returning or destroying the Protected Health Information is infeasible, GPA shall provide to Company notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, per Section 6(a) above, GPA shall continue to extend the protection of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as GPA maintains such Protected Health Information.
- D. Judicial or Administrative Proceedings. Either party may terminate the Arrangement, effective immediately, if: (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

7. INDEMNIFICATION

Company and GPA will indemnify hold harmless and defend the other party to this Agreement from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Agreement; and (ii) any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Agreement.

8. DISCLAIMER

Company makes no warranty or representation that compliance by GPA with this Agreement, HIPAA or the HIPAA Regulations will be adequate or satisfactory for GPA's own purposes or that any information in GPA's possession or control, or transmitted or received by GPA, is or will be secure from unauthorized use or disclosure. GPA is solely responsible for all decisions made by GPA regarding the safeguarding of PHI.

9. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

GPA shall make itself, and any subcontractors, employees or agents assisting GPA in the performance of its obligations under the Arrangement, available to Company, at no cost to Company, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Company, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where GPA or its contractor, employee or agent is a named adverse party.

10. COSTS RECOVERY

GPA, at its own cost and expense shall:

- A. promptly furnish to Company full details of the breach. For purposes of this section, Breach shall mean any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations;
- B. assist and cooperate fully with Company in Company's investigation of GPA, employees, contractors, sub-contractors, agents or other third parties related to the security incident, including but not limited to providing Company with physical access to the facilities and operations affected, facilitating interviews with employees and others involved in the matter, and making available all relevant records, logs, files, systems and data;
- C. promptly use its best efforts to prevent a recurrence of any such security incident

11. NO THIRD PARTY BENEFICIARIES

The parties have not created and do not intend to create by this Agreement any third party rights under this Agreement, including but not limited to Members. There are no third party beneficiaries to this Agreement.

12. RECEIPT OF PHI

GPA's receipt of Company Member's PHI pursuant to the transactions contemplated by the Arrangement shall be deemed to begin on the execution date below, and GPA's obligations under this Agreement shall commence with respect to such PHI upon such receipt.

13. INTERPRETATION

The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

14. REGULATORY REFERENCES

A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended.

15. AMENDMENT

Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, the safeguarding of Electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend the Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.

16. SURVIVAL

The respective rights and obligations of GPA under Sections 6(c) and 7 of this Agreement shall survive the termination of this Agreement.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Exhibit B

Internet Organization Access Agreement

Organization Access Agreement

This Organization Access Agreement (“Agreement”) is entered into by You and between Company (“Company,” “We,” “Us” or “Our”) and the Organization (“Organization,” “You” or “Your” means an Agent, Broker, Agency or Brokerage Firm) named on this Application to Access Humana Health Care Plans’ Self-Service Web Functions (“Application.”) Company and You are sometimes hereinafter referred to individually as the “Party” or collectively as the “Parties.”

This Agreement governs your use of the Humana Health Care Plans’ secured Web self-service site (“Site”) including, without limitation, all content and all self-service functions (“Services”) made available to you through the Site. This Agreement includes the Terms and Conditions set forth below.

If I have previously applied or received access to the Company’s Site as Controlling Authority, Access Administrator, or User, I do hereby attest to the accuracy and completeness of the information provided by Organization in the on-line application and attest that I have the authority to, and have, entered into this Agreement on behalf of Organization. Any individuals indicated on the on-line application are authorized by me to execute on behalf of the indicated Organization the Humana Health Care Plans’ self-service Web functions and to access the data related to the listed Organization Identifiers.

I, the electronically signing Controlling Authority, Access Administrator, or User, do hereby attest to the accuracy and completeness of the information provided by Organization in the on-line application and attest that I have the authority to, and hereby do, enter into this Agreement on behalf of Organization. Any individuals indicated on the on-line application are authorized by me to execute on behalf of the indicated Organization the Humana Health Care Plans’ self-service Web functions and to access the data related to the listed Organization Identifiers.

I, the Controlling Authority, Access Administrator, or User represents and warrants that he, she or it is authorized to negotiate terms and conditions of agreements, including this Agreement and to execute such agreements on behalf of itself and the Organization and their respective independent contractors, subcontractors, and employees. In addition, I, the Controlling Authority, Access Administrator, or User represents and warrants that he, she or it is authorized to delegate access functionally to others.

If I apply or receive access to the Company’s Site as Controlling Authority, Access Administrator, or User, in the future I represent I am authorized to negotiate terms and conditions of agreements, including this Agreement and to execute such agreements on behalf of itself and the Organization and their respective independent contractors, subcontractors, and employees. In addition, I, the Controlling Authority, Access Administrator, or User represents and warrants that he, she or it is authorized to delegate access functionally to others. Upon such application, I agree to be bound by the terms and conditions in this Exhibit.

Terms and Conditions

1. DEFINITIONS

- A. Controlling Authority is someone who has legal authority to sign agreements for Organization and who has been identified as such in a registration process.
- B. Access Administrator is someone designated by a Controlling Authority to set-up and to maintain Users and has been identified as such in a registration process.
- C. A User is a person who has registered to use the Site and that you have authorized to access or use the Services.

2. USE

Your access to and use of the Services are permitted by us solely for your internal use and benefit; any other access or use is strictly prohibited.

3. USER ACCESS

The Services will be accessible only to Users. In addition, each User must execute an on-line Confidentiality Agreement and an on-line Security Agreement (“User Agreements”) before receiving access to the Services. You are responsible for all acts or omissions by Users, and for any liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims or demands of any kind or nature by or on behalf of any person, party or governmental authority incurred as a result thereof. You may enable Users by submitting the required information about them to us on this Application or later on a Change Request Form for Access to Humana Health Care Plans’ Self-Service Web Functions (“Change Request”) or by any methodology adopted in the future by Humana for access to the Web self-service portals. A Controlling Authority or Access Administrator may disable access to the Services by a User at any time by oral or written request to us. You must request that we disable access to the Services by a User when you have security concerns, including but not limited to lost or stolen User ID and PIN, disclosure of confidential information, or fraudulent activity. If we at any time discover any error or omission in the information provided to us, we may, at our option, terminate any User’s or Organization’s right to access and use the Site and the Services.

4. SECURITY

We require each User to have unique information to identify himself/herself (“IDs”) when accessing or using the Services. Currently this unique information is a User ID and PIN and later may be a digital certificate. You are solely responsible for:

- A. maintaining the strict confidentiality of the IDs assigned to you and your Users,
- B. instructing your Users to not allow another person, including You or any agent or GPA, to use their IDs to access the Site or the Services,
- C. not using and instructing your users not to use the User ID, temporary or otherwise, of an applicant, employer or member, and
- D. any charges, damages, or losses that may be incurred or suffered as a result of your or your Users’ failure to maintain the strict confidentiality of their IDs.

5. INTELLECTUAL PROPERTY OWNERSHIP

You agree that “We” (or third parties providing contents or services for the Site) own all worldwide rights, titles and interests in and to the Site and all intellectual property rights therein. All rights not expressly granted in this Agreement are reserved to “Us.” No other rights or licenses are conveyed or intended by this Agreement.

6. GENERAL DISCLAIMERS

THE SITE AND THE SERVICES ARE PROVIDED TO YOU ON AN “AS IS, WITH ALL FAULTS” BASIS, AND YOUR USE THEREOF IS AT YOUR OWN RISK.

7. INDEMNITY

You agree to defend, indemnify and hold us harmless against any losses, expenses, costs or damages (including our reasonable attorneys’ fees, expert fees’ and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to:

- A. your breach of the terms of this Agreement,
- B. your unauthorized or unlawful use of the Site or the Services, and
- C. the unauthorized or unlawful use of the Site or the Services by any other person using your IDs, and
- D. any breach or unauthorized use of this Site or the Services of any person or entity that you delegate functions or User access to with regard to this Site or the Services, and
- E. any breach of confidentiality laws, rules, and regulations.

8. WAIVER

It is understood and agreed that no failure or delay by the other party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

9. DELEGATION

It is understood and agreed that any and all persons or entities that you delegate functions or User access to this Site or the Services shall execute a separate Organization Access Agreement with Company prior to access to the Self Service Website.

Exhibit C

Information Technology Security

AGENT shall have access to Humana Confidential Information on a need to know basis. Access levels are based on the type of information an AGENT/Broker has the need to know in order to perform responsibilities and is limited to the minimum necessary to Humana Confidential Information.

AGENT shall provide periodic and mandatory IT Security awareness training as relevant to their job functions.

AGENT shall not allow use of unsecured wireless technologies of any kind to access Humana Confidential Information.

AGENT shall require all portable or laptop PC implement hard drive encryption that may access Humana Confidential Information. Encryption is defined as; to convert data from its original form to a form that can only be read by someone that can reverse the process. The purpose of encryption is to prevent unauthorized reading of the data. Disk encryption software can be recommended as needed.

Humana reserves the right upon reasonable advance notice, to review AGENT security procedures and compliance with this Attachment related to Services.

In the event of a security breach including but not limited to lost, stolen, or non-authorized persons access involving AGENT system or workstations used to store, process, or transmit Humana Confidential Information have an affirmative obligation to immediately notify and communicate to Humana cause of the breach and all remedial steps taken to resolve the incident.

1. While on Humana premises, AGENT may:

- A. Use cellular phones or personal digital assistants (PDA's) for voice, text messaging, and email communications, provided all transmissions of Humana Confidential Information are secure and encrypted.
- B. Use Bluetooth technology for voice communications on cell phones and PDA's (exp: Bluetooth headsets and similar devices).
- C. Use AGENT provided computing equipment (such as laptops, tablet PC's, projectors or other equipment) provided such equipment is used in a stand-alone configuration, isolated from the Humana network.

2. While on Humana premises, AGENT shall NOT:

- A. Use digital photography technologies.
- B. Connect any device, including, but not limited to a personal computer, cellular phone, PDA, router, printer, etc. to any Humana device, phone line for modem use, or network, (except for stand-alone "dumb" units such as a projector or printer), unless specifically authorized by the respective Humana Business Function using an established isolated ("Guest Kit") connection.
- C. Use the following wireless technologies: all wireless fidelity (Wi-Fi), non-Wi-Fi fixed wireless, Bluetooth (for non-voice communications), cellular modems (air cards), and cellular technology to be used as a modem for a personal computer.

Group Producing Agent or Agency Contract

Applicable Companies

- Humana Insurance Company
- and all of their affiliates
- Humana Health Plan, Inc.

The Applicable Companies

(hereinafter referred to as the "Company") and

X of **X**
(agent or agency name) (city) (state)

(hereinafter referred to as "GPA"),

IN CONSIDERATION of the mutual promises and agreements set forth herein below, hereby enter into this Group Producing Agent or Agency Contract which shall include all amendments to this Group Producing Agent or Agency Contract, current and future Exhibits, Attachments, Producer Partnership Plans and other written agreements which may be entered into by the parties (collectively the "Contract") and AGREE AS FOLLOWS:

1. APPOINTMENT AND RELATIONSHIP

- The Company hereby appoints the GPA to act on its behalf and represent it only to the extent authorized herein.
- The GPA is an independent contractor with respect to the Company, and nothing contained herein shall create or be construed to create the relationship of employer and employee between the Company and the GPA or between the Company and any employee of the GPA.

2. AUTHORITY AND RESPONSIBILITY OF GPA

- The GPA is hereby authorized on behalf of the Company, but only in those states where the Company is authorized to do business and provided that the GPA is in compliance with all applicable regulatory licensing requirements at the time of solicitation, to solicit applications for the approved products offered by the Company which are listed in Producer Partnership Plan or other written documents provided to the GPA by the Company, which are made a part of this Contract.
- The GPA is authorized to collect the initial payment only for any policy or contract issued upon application solicited by the GPA, and to deliver and service policies, contracts and certificates of group coverage so issued, provided:
 - receipts for such payments shall only be given on forms furnished by the Company for that purpose.
 - all such payments shall be received and held in a fiduciary capacity by the GPA as trustee for the Company.
 - all checks should be made payable to the Company unless the GPA receives prior permission from the Company to the contrary, and in no event is any GPA authorized to accept any check in excess of \$5,000 not specifically made payable to the Company.
- The GPA may not use the Company's name, logo or any proprietary information on any printed or electronic advertising or Internet site without prior written approval of the Company. The GPA may create an electronic link from the GPA's Internet site to the Company's Internet sites, but the GPA may not reproduce any of the Company's Internet content or programs on the GPA's Internet sites. The GPA may not alter any materials considered proprietary by the Company in electronic, printed or any other form.
- GPA must fully and accurately represent to all parties the terms and conditions, including limitations and exclusions, of the products and services of the Company, consistent with and according to Company marketing materials, certificates of insurance, subscriber and group contracts, insurance policies and benefit plans.
- The GPA is hereby authorized to refer to the Company, potential applicants for Medicare policies, including Medicare HMO and Medicare Supplement. The names of individuals potentially eligible for Medicare policies may be referred only in Company approved service areas, in which Company is authorized to do business. Any referral must be performed consistent with the Company's Medicare referral program, this Contract, and all applicable laws. The GPA must be licensed in the state that has jurisdiction over the transaction, and appointed on behalf of the Company. The GPA will refer the name of any prospect, and the source of the lead, to authorized Company Medicare Sales Personnel. A GPA who makes a Medicare referral is not the "Agent of Record" for the Medicare policy.

- F. The GPA is required to protect the privacy and confidentiality of personal and financial information regarding the Company's applicants, current and former members, employer groups, and providers. The GPA will not disclose personal or financial information to anyone other than the Company. The GPA must not work on, view, or attempt to obtain Company information that is not part of the GPA's business with the Company. The GPA agrees to comply with all Federal, state and local laws regarding the privacy and confidentiality of information regarding applicants, current and former members, employer groups and providers. The GPA agrees to comply with all Company privacy and confidentiality requirements and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Gramm-Leach-Bliley Act (1999) including any regulations or amendments. This paragraph shall survive termination of this Contract. The Company and GPA agrees it will not disclose or use the nonpublic personal information provided to it under this Joint Marketing Agreement to any person or entity except as necessary to carry out the joint marketing of the individual major medical insurance health plan under this Agreement, or under another expressly recognized exception to the Gramm-Leach-Bliley Act's opt out requirement in the ordinary course of business to carry out such joint marketing unless and until the individual about whom the nonpublic personal information is shared becomes a customer of the Company and GPA.
- G. The Violent Crime Control and Law Enforcement Act (18 U.S.C. 1033 et seq.) makes it a crime for individuals convicted of certain felonies to willfully engage in the business of insurance. By entering into this Contract the GPA represents that they are not prevented from engaging in insurance business under the Violent Crime Control and Law Enforcement Act or any other applicable law. The GPA agrees to accurately and fully complete the Background Information section of this Contract and to advise the Company in writing within 30 days if they have been convicted of a felony at any time this Contract is in effect. The Company recommends that any GPA who has concerns about their ability to act as an agent to contact the Department of Insurance where they are licensed.
- H. GPA understands and agrees that the Company and GPA through the established business relationship by this agreement may choose to communicate with GPA through the use of mail, email or facsimile to the address(es) and facsimile number(s) of the GPA. In addition, Company may begin immediately using any changes to such contact information.
- I. The Agent/Agency shall be responsible for communicating with the customer/applicant on behalf of Humana throughout the application processes. After completion of Humana's risk assessment, the Agent/Agency shall be responsible for communicating and actively selling any modified offers.
- J. The agent can communicate verbatim an underwriting decision that has been made via HumanaOne's Individual on-line application system. The agent has no authority to waive or make any underwriting determinations on behalf of Humana.

3. LIMITATIONS ON AUTHORITY

- A. The GPA shall have no authority to make, alter, modify or discharge any policy or contract; extend any provision thereof; extend the time for payments; waive any forfeiture; deliver any individual policy or contract unless the proposed covered person thereunder is at the time eligible for coverage and is insurable; incur any debts or expenses for which the Company may be liable; receive any money for the Company except as may herein or elsewhere specifically in writing be authorized by the Company; withhold or convert to his own use or for the benefit of others any monies, securities, policies or receipts belonging to the Company or fail to submit promptly to the Company any applications for policies; or accept payments other than in current funds of the United States.
- B. The GPA shall have no authority to endorse or present for collection any check, draft or other instrument made payable to the Company.
- C. For any Medicare Advantage policies the GPA is not authorized to engage in sales activities of any type, including telemarketing, "cold-calling" or door-to-door solicitation. The GPA shall not conduct any type of enrollment with prospective Medicare Advantage applicants. The GPA shall have no authority to make, alter, or discharge the provisions of any Medicare Advantage policy, provide Medicare Advantage policy information or make any representation on coverage eligibility or coverage benefits regarding Medicare Advantage policies or quote Medicare Advantage premiums, rates or policy values; collect any Medicare Advantage policy premium or payment; circulate any advertising material concerning any of the Medicare Advantage policies; or represent or bind the Company in any manner regarding Medicare Advantage policies.

4. COMPENSATION OF GPA

- A. As full compensation for services performed hereunder, the Company will pay to the GPA commissions as set forth in the applicable Producer Partnership Plan or other applicable written documents provided to the GPA by the Company, which are made a part of this Contract. The Company will pay a Medicare referral fee, hereinafter referred to as "commissions," for purposes of this Contract only and shall not be deemed commissions by the GPA or the Company for any other purpose or in any other manner. The GPA shall receive Medicare referral fees according to the terms and rules of the Medicare referral fee program. The GPA's eligibility for Medicare referral fees shall terminate immediately on the date of a violation of 3.C. of the Contract or any material violation of the terms or rules of the Medicare referral program.
- B. Provisions relating to all commissions.
 - 1. The GPA shall pay over promptly to the Company gross payments and other monies received or collected on behalf of the Company and shall not deduct or retain from commissions that which may be payable hereunder without express written consent of the Company.

2. Any commissions to which the GPA may be entitled hereunder shall be payable to the GPA only after the due date of the payment and after receipt of the gross payment in cash by the Company at its Home Office.
3. No commissions will be payable on account of waived payments or payments refunded for any reason except under an experience rating agreement. Any commissions received on account of any waived or refunded payments shall be promptly returned in full to the Company by the GPA and shall constitute an indebtedness to the Company until returned.
4. Commissions on individual and group conversion plans, and on policies or contracts issued to a policyowner or contract owner within six (6) months before or after termination of another policy or contract of the Company issued to such policyowner or contract owner, to the extent not otherwise provided for herein, may be adjusted in accordance with the Company's then current rules governing commissions on conversions and replacements.
5. There shall be no additional compensation or reimbursement to the GPA for expenses incurred in performing services hereunder. In order for the Company to produce any commission audit or commission report, the GPA must request any commission audit or commission report. The Company, at its discretion, may require compensation from the GPA for any audit or report created at the request of the GPA.
6. Commissions payable with respect to the same policy or contract may be divided between the GPA and other Producers licensed with the Company. In such case, earned payments for such policy or contract shall be allocated among Producers proportionately by the Company for commission payment purposes only.
7. Commissions are also subject to the following provisions:
 - a. If the GPA is a natural person, upon the death of the GPA, any commissions due and payable at the time of the death of the GPA and for a maximum period of six (6) months after the death of the GPA shall be paid to the executor or administrator of the GPA's estate, or to the assigns of the GPA, as applicable, unless payment of commissions during this six (6) month period is not permitted by applicable law. If the GPA is a natural person, this Contract will terminate on the date of the death of the GPA or if commissions are paid after the date of the death of the GPA this Contract will terminate on the date of the final commission payment by the Company.
 - b. If this Contract terminates because of the dissolution of the GPA, no commissions shall be payable hereunder subsequent to the date of dissolution.
 - c. If the total compensation from all lines to the GPA from the Company in any calendar year is less than \$500.00, this Contract may be terminated by notice from the Company and no further commissions shall be payable after the termination date.
 - d. Commissions shall be payable if the GPA is designated as "Agent of Record" (not applicable for Medicare policies, including Medicare HMO and Medicare Supplement) by the insured individual or insured group or by the policyholder when premium or payments are received by the Company, and is servicing the business in a manner satisfactory to the Company.
 - e. If the GPA is no longer licensed as an insurance agent by the state where the GPA is a resident, commissions will be paid for a maximum period of ninety (90) days after the expiration date of the resident state insurance license, unless payment of commissions during this ninety (90) day period is not permitted by applicable law.
8. Commissions or compensation payable by the Company including commissions payable according to any commission schedule may be modified, increased, reduced or discontinued by notice in writing from the Company and such amendment shall take effect at the time specified in the notice, but in no event prior to 30 days from the date such notice is mailed to the GPA's last known address as reflected in the Company's records. All Commissions or compensation for all Company business, including existing business may be modified, increased, reduced or discontinued. This paragraph shall survive termination of this Contract.

5. GENERAL PROVISIONS

- A. Conduct of GPA. The GPA shall be free to exercise personal judgment as to the time and manner of performing services authorized under this Contract, but shall be guided by such rules as may be adopted by the Company concerning general business conduct. In all cases, the business of the GPA shall be conducted in accordance with the laws and regulations of the jurisdictions in which the GPA is authorized to represent the Company.
 - B. Audit of GPA. All books, accounts and records of the GPA related to the business of the Company shall be subject to audit and inspection by the Company or its duly authorized representative at all times, including a period of sixty (60) days after termination hereof. The Company may at any time make copies of or take extracts from such books, accounts and records as it may deem necessary.
 - C. Records and Supplies. All records maintained by the GPA hereunder and all books, rate manuals, forms and other supplies furnished to the GPA by the Company shall be and remain the property of the Company and shall be returned to the Company promptly following termination hereof.
 - D. Underwriting. The Company reserves the right at its sole option to decline any application for coverage, to refuse to renew any coverage, to withdraw any policy or contract form, or to return directly to covered persons or applicants any payments submitted to the Company without liability to the GPA.
1. The agent can communicate verbatim an Underwriting Specialist #475 as been made via HumanaOne's Individual on-line application system. The agent has no authority to waive or make any underwriting determinations on behalf of Humana.

- E. Prior Contracts Superseded. This Contract shall supersede any and all prior Contracts other than “Single Case Agreements” for commissions on Group and/or Individual policies or contracts between the parties hereto, whether written or oral, regarding the services of the GPA performed for the Company with respect to such products.
- F. Indebtedness.
1. Any advance, loan, or extension of credit which the GPA at any time and in any manner may secure from the Company shall constitute an indebtedness to the Company. If any check or draft of the GPA used to transfer monies to the Company is dishonored upon presentment for payment, the amount thereof shall constitute an indebtedness of the GPA to the Company.
 2. Provisions Relating to Indebtedness.
 - a. The entire indebtedness to the Company of the GPA, as recorded in the records of the Company, may be deemed due and payable in full by the Company at any time.
 - b. The GPA shall be responsible for any costs, including reasonable attorney fees and other collection expenses, incurred by the Company in connection with the recovery from the GPA of any indebtedness of the GPA to the Company.
 - c. The GPA hereby grants to the Company a first security interest in all commissions becoming due hereunder to secure any indebtedness of the GPA to the Company; and the Company may at any time apply commissions payable to the GPA hereunder or any other monies payable to the GPA by the Company or by any company controlled by or under common contract with the Company to reduce any such outstanding indebtedness.
- G. Assignment. No assignment or other transfer of any rights, title or interest herein, or of any benefits accruing hereunder, in whole or in part, shall be valid and any such attempted assignment or transfer shall be void unless the written consent of the Company thereto has first been given. Any assignee of rights or benefits hereunder shall be subject to all the terms and provisions hereof.
- H. Amendment.
1. This Contract may be amended at any time and from time to time by written notice from a duly authorized officer of the Company to the GPA.
 2. This Contract may be amended at any time by mutual agreement of the parties hereto.
- I. Hold Harmless. Company and GPA will indemnify, hold harmless and defend the other party to this Contract from and against any and all claims, litigation, losses, liabilities, costs and other expenses incurred as a result of the breach of the terms of this Contract.
- J. Legal Proceedings. The GPA shall not institute legal proceedings of any kind or characters on behalf of the Company or any policyholder in connection with any matter pertaining to business covered under this Contract. The GPA agrees to promptly notify the Company in writing of the institution of any legal proceedings against the GPA in connection with the business covered under this Contract.
- K. Bond. The GPA agrees to furnish the Company, upon its request, a fidelity bond in an amount and form satisfactory to the Company.
- L. Waiver. The failure of either party to enforce any of the terms and conditions of this Contract shall not constitute a waiver by such party of its right to do so, nor shall it be deemed to be an act of ratification or consent.
- M. Assistance in Litigation, Administrative Proceedings and Coverage Disputes. The GPA and any employees or agents assisting GPA in the performance of its obligations under the Contract, shall be made available to Company, at no cost to Company, to testify as witnesses, or otherwise, in the event of demands, claims, litigation or administrative proceedings being made against Company, its directors, officers, employees, or agents that involve the GPA or any employees or agents assisting GPA.

6. TERMINATION

- A. This Contract may be terminated without cause by either party upon at least thirty (30) days prior written notice to the other party to that effect. Such termination shall be effective thirty (30) days after the mailing of written notice thereof, or on the date specified in such notice if later.
- B. This Contract may be terminated by the Company without notice for “cause,” which shall include, but is not limited to, the following:
1. Commission of a fraudulent, illegal or dishonest act or material breach of this Contract by the GPA or material misrepresentation or omission in the Contract by the GPA;
 2. Violation of any provision hereunder regarding making available books, accounts, and records of the GPA for audit and review; or

3. Violation of the laws, regulations, or rules of any jurisdiction by the GPA in which the GPA operates, or of any governmental authority exercising jurisdiction over the GPA.

Termination for "cause" may, at the option of the Company, result in forfeiture of all commissions which may be due under this Contract as of the termination date or become due thereafter.

C. On the effective date of a voluntary termination of this Contract by the GPA:

1. The GPA shall be terminated as the agent for any policies the GPA has with the Company; and
2. The GPA will no longer earn or receive commissions from the Company.

7. SIGNATURES

I hereby accept and am in possession of the Group Producing Agent or Agency Contract. I understand the Contract will not be in effect until such time when I am in receipt of the countersigned copy of the signature page of the Group Producing Agent or Agency Contract.

The undersigned parties agree to the terms of the Contract as specified herein, or as such terms may be amended from time to time.

I represent that the information I have provided in this Contract including the Agent Information and Agency Information sections of this Contract is accurate, complete and true to the best of my knowledge and belief.

This Group Producing Agent or Agency Contract shall be governed by the laws of the State of Kentucky.

EXECUTED BY THE GROUP
PRODUCING AGENT OR AGENCY:

X _____
(name - print or type)

X _____
(street)

X _____
(original signature)

X _____
(city) (state)

X _____
(date)

FOR HUMANA USE ONLY
(To be completed by Humana, not the agent or agency)

EXECUTED ON BEHALF OF THE
APPLICABLE INSURANCE COMPANY BY:

(name - print or type)

(title/at)

(signature)

(date)

This Contract shall take effect as of the _____ of _____, _____.
(day) (month) (year)

Exhibit A

HIPAA Business Associate Agreement

- A. In conformity with the regulations at 45 C.F.R. Parts 160-164 (the “Privacy and Security Rules”), Company will provide GPA with access to, or have GPA create, maintain, transmit and/or receive certain Protected Health Information (“PHI” as defined below), thus necessitating a written agreement that meets the applicable requirements of the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”).
- B. Company and GPA intend to protect the privacy and provide for the security of PHI disclosed to GPA pursuant to this Agreement in compliance with HIPAA and the regulations promulgated thereunder by the U.S. Department of Health and Human Services, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations (“CFR”), as the same may be amended from time to time and other applicable state and federal laws, rules and regulations regarding privacy and security of personal information.
- C. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that further amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI.
- D. In the event of any conflict between this Agreement and the Arrangement as to the subject matter referenced herein, this Agreement shall control.

In consideration of the mutual promises below and the exchange of Information pursuant to this Agreement, the parties agree as follows:

1. DEFINITIONS

The following terms shall have the meaning set forth below:

- A. ARRA. “ARRA” means the American Recovery and Reinvestment Act of 2009.
- B. C. F. R. “C.F.R.” means the Code of Federal Regulations.
- C. Designated Record Set. “Designated Record Set” has the meaning assigned to such term in 45 C. F. R. 160.501.
- D. Discovery. “Discovery” shall mean the first day on which a Security Breach is known to GPA (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of GPA), or should reasonably have been known to GPA, to have occurred.
- E. Electronic Health Record. “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff.
- F. Electronic Protected Health Information. “Electronic Protected Health Information” means information that comes within paragraphs 1 (i) or 1 (ii) of the definition of “Protected Health Information”, as defined in 45 C. F. R. 160.103.
- G. Individual. “Individual” shall have the same meaning as the term “individual” in 45 C. F. R. 164.501 and shall include a person who qualifies as personal representative in accordance with 45 C. F. R. 164.502 (g).
- H. Protected Health Information. “Protected Health Information” shall have the same meaning as the term “Protected Health Information”, as defined by 45 C. F. R. 160.103, limited to the information created or received by GPA from or on behalf of Company.
- I. Required by Law. “Required by Law” shall have the same meaning as the term “required by law” in 45 C. F. R. 164.501.
- J. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- K. Security Breach. “Security Breach” means the unauthorized acquisition, access, use or disclosure of Protected Health Information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Security Breach does not include:
 - 1. any unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of GPA if:

- a. such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with GPA; and
 - b. such information is not further acquired, accessed, used or disclosed by any person; or
2. any inadvertent disclosure from an individual who is otherwise authorized to access Protected Health Information at a facility operated by GPA to another similarly situated individual at the same facility; and
 3. any such information received as a result of such disclosure is not further acquired, accessed, used or disclosed without authorization by any person.
- L. Security Breach Compliance Date. "Security Breach Compliance Date" means the date that is thirty (30) days after the Secretary publishes interim final regulations to carry out the provisions of Section 13402 of Subtitle D (Privacy) of ARRA.
- M. Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C. F. R. 164.304.
- N. Segregation of duties. "Segregation of duties" is a method for reducing the risk of accidental or deliberate system misuse. Care should be taken that no single person can access, modify or use assets without authorization or detection. The initiation of an event should be separated from its authorization. The possibility of collusion should be considered in designing the controls.
- O. Standard Transactions. "Standard Transactions" means the electronic health care transactions for which HIPAA standards have been established, as set forth in 45 C. F. R., Parts 160-162.
- P. Unsecured Protected Health Information. "Unsecured Protected Health Information" means Protected Health Information that is not secured through the use of a technology or methodology specified by guidance issued by the Secretary from time to time.

2. OBLIGATION OF GPA

- A. Permitted Uses and Disclosures. GPA may create, use and/or disclose Company Member's PHI pursuant to the Arrangement or this Agreement in accordance with the specifications set forth below provided that such use or disclosure would not violate the Privacy and Security Rules if done by Company or the minimum necessary policies and procedures of the Company.
1. Eligibility, claims information and medical and dental records for the sole purpose of quoting, underwriting, and case issuance and processing.
 2. Eligibility, claims information, and medical and dental records for the sole purpose of case renewal activities.
 3. Eligibility information for the sole purpose of commission and bonus processing and inquiries.
 4. Eligibility and claims information for the sole purpose of assisting members and employers regarding claims processing and payment, member eligibility and enrollment, billing and reimbursement decisions.
 5. Eligibility information for the sole purpose of assisting members and employers regarding adding coverage, terminating coverage, name and address changes, ID Card requisition, coverage questions, form requisition, and benefit verification.
 6. Eligibility and claims information for the sole purpose of assisting in member specific and employers regarding utilization review and utilization management.
 7. Eligibility and claims information for the sole purposes of assisting members and employers regarding medical and dental necessity reviews.
 8. Eligibility and claims information for the sole purpose of assisting in member and employer specific customer service and quality improvement activities.
 9. Eligibility, claims information and medical and dental records for the sole purpose of assisting members and employers regarding coverage and referral denial decisions.
- B. Specific Use and Disclosure Provisions
1. Except as otherwise prohibited by this Agreement, GPA may use Protected Health Information for the proper management and administration of GPA or to carry out the legal responsibilities of GPA.
 2. Except as otherwise prohibited by this Agreement, GPA may disclose Protected Health Information for the proper management and administration of GPA, provided that disclosures are Required By Law, or GPA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies GPA of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the Security Breach and Security Incident notifications requirements of this Agreement.
 3. GPA shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without Company's prior written approval and notice from Company that it has obtained from the individual, in accordance with 45 C.F.R. 164.508, a valid authorization that includes a specification of whether the Protected Health Information can

be further exchanged for remuneration by GPA. The foregoing shall not apply to Company's payments to GPA for services delivered by GPA to Company.

4. Except as otherwise prohibited by this Agreement, GPA may use Protected Health Information to provide data aggregation services to Company as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).
 5. GPA may use Protected Health Information to report violation of law to appropriate Federal and State authorities, consistent with 164.502 (j)(1).
- C. Data Aggregation Services. For purposes of this Section, "Data Aggregation" means, with respect to Company's PHI, the combining of such PHI by GPA with the PHI received by GPA in its capacity as a business associate of another Company, as that term is defined under HIPAA to permit data analyses that relate to the health care operations of the respective Covered Entities. If applicable, GPA shall provide the following Data Aggregation services relating to the health care operations of Company, as such GPA shall comply with restrictions on the use and disclosure of PHI. Company shall notify GPA of such restrictions upon the effective date of this Agreement.
1. Outcomes data aggregation
 2. Profiling of utilization patterns, outcomes and prescribing patterns of providers
 3. Geographic profiling of patterns of care rendered to Company Members
- D. Nondisclosure. GPA agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law. GPA shall also comply with any further limitations on uses and disclosures agreed to by Company in accordance with 45 C.F.R. 164.522 provided that such agreed upon limitations have been communicated to GPA according with Section 3(d) of this Agreement.
- E. Safeguards. GPA shall use appropriate safeguards to prevent use or disclosure of PHI other than as specifically provided for by the Arrangement or this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy; and (ii) a program that includes administrative, technical and physical safeguards appropriate to the size and complexity of GPA's operations and the nature and scope of his/her/its activities; and (iii) periodic and mandatory privacy and security training and awareness to its employees and subcontractors; and (iv) appropriate confidentiality agreements with all employees, subcontractors, independent contractors and any entity to which GPA has delegated or sub-delegated his/her/its rights, duties, activities and/or obligations under the Arrangement or this Agreement which contain terms and conditions that are the same or similar to those contained in this Agreement; and (v) duties and areas of responsibility should be segregated to reduce opportunities for unauthorized or unintentional modification or misuse of Company or GPA's assets.
- F. Reporting of Disclosures and Mitigation. GPA shall provide immediate written notice to Company of any use or disclosure of PHI other than as specifically provided for by the Arrangement or this Agreement. Such notice shall be provided in the manner set out in this Agreement. GPA agrees to mitigate, to the extent practicable, any harmful effect that is known to GPA of a use or disclosure of Protected Health Information by GPA in violation of the requirements of this Agreement.
- G. Contractors. It is understood and agreed that GPA shall maintain written confidentiality agreements with contractors, including without limitation subcontractors and independent contractors, as necessary to perform the services required under the Arrangement, in a form consistent with, the terms and conditions established in this Agreement. Sample copies of the standard confidentiality agreements between GPA and contractors will be made available upon request. GPA agrees and shall require contractors to agree that in the event of any conflict between such Confidentiality Agreements and this Agreement, the language in this Agreement shall control. GPA agrees to notify Company of any material change(s) to the aforementioned agreements at least thirty (30) days prior to implementing such change(s). GPA shall ensure that any agents, including subcontractors, to whom it provides Company Member's PHI received from, created by, or received by GPA on behalf of Company agrees to the same restrictions and conditions that apply to GPA with respect to such PHI. In no event shall GPA, without Company's prior written approval, provide Protected Health Information received from, or created or received by GPA on behalf of Company, to any employee or agent, including a subcontractor, if such employee, agent or subcontractor receives, processes or otherwise has access to the Protected Health Information outside of the United States.
- H. Availability of Information. GPA agrees to provide access, at the request of Company, and in the time and manner designated by Company, to Protected Health Information in a Designated Record Set, to Company or, as directed by Company, to an Individual in order to meet the requirements under 45 C.F.R. 164.524. Company's determination of what constitutes "Protected Health Information" or a "Designated Record Set" shall be final and conclusive. If GPA provides copies or summaries of Protected Health Information to an Individual it may impose a reasonable, cost-based fee in accordance with 45 C.F.R. 164.524 (c)(4).
- I. Amendment of PHI. GPA shall make PHI available to Company as reasonably required to fulfill Company's obligations to amend such PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and GPA shall, as directed by Company, incorporate any amendments to PHI into copies of such PHI maintained by GPA.

- J. Internal Practices. GPA agrees to make (i) internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by GPA on behalf of, Company, and (ii) policies, procedures, and documentation relating to the safeguarding of Electronic Protected Health Information available to Company, or at the request of the Company to the Secretary, in a time and manner designated by Company or the Secretary, for purposes of the Secretary determining Company's compliance with the Privacy and Security Rules.
- K. Notification of Breach. Beginning on the later of the Effective Date of this Agreement, GPA agrees to report to Company any potential Security Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than five (5) calendar days after Discovery of a Security Breach. Such notice shall include: (i) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by GPA, to have been, accessed, acquired, or disclosed; and (ii) a brief description of the event; and (iii) the date of the potential Security Breach; and (iv) the date of discovery; and (v) the type of Protected Health Information involved; and (vi) any preliminary steps taken to mitigate the damage; and (vii) a description of any investigatory steps taken. In addition, GPA shall provide any additional information reasonably requested by Company for purposes of investigating the Security Breach. GPA's notification of a Security Breach under this section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.
- L. Breach notifications must be reported to Company by one of the following methods:
- By Mail: Humana Privacy Officer
500 West Main Street, 26th Floor
Louisville, KY 40202
- By Phone: 502-580-3700
- By email: privacyoffice@humana.com
- M. In addition to the foregoing, GPA agrees that in the event of a security incident, Company shall have the sole right to determine (i) whether notice is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, media outlets and/or HHS, or others as required by law or regulation, or in Company's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation. Any such notice or remediation shall be at GPA's sole cost and expense.
- N. GPA agrees to document such disclosures of Protected Health Information as would be required for Company to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- O. GPA agrees to provide to Company, in the time and manner designated by Company, the information collected in accordance with Section 2(j) of this Agreement, to permit Company to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528. In addition, with respect to information contained in an Electronic Health Record, GPA shall document, and maintain such documentation for three (3) years from date of disclosure, such disclosures as would be required for Company to respond to a request by an Individual for an accounting of disclosures of information contained in an Electronic Health Record, as required by Section 13405(c) of Subtitle D (Privacy) of ARRA and related regulations issued by the Secretary from time to time.
- P. GPA acknowledges that it shall request from Company and so disclose to its affiliates, agents and subcontractors or other third parties,
1. the information contained in a "limited data set," as such term is defined at 45 C.F.R. 164.514(e)(2), or,
 2. if needed by GPA, to the minimum necessary to accomplish the intended purpose of such requests or disclosures. In all cases, GPA shall request and disclose Protected Health Information only in a manner that is consistent with guidance issued by the Secretary from time to time.
- Q. With respect to Electronic Protected Health Information, GPA shall implement and comply with (and ensure that its subcontractors implement and comply with) the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Company. GPA acknowledges that, effective the later of the Effective Date of this Agreement or February 17, 2010, (i) the foregoing safeguard, policies and procedures requirements shall apply to GPA in the same manner that such requirements apply to Company, and (ii) GPA shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguard, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.
- R. With respect to Electronic Protected Health Information, GPA shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.

- S. GPA shall report to Company any Security Incident of which it becomes aware. For purposes of reporting to Company, any attempted unsuccessful Security Incident means any attempted unauthorized access that prompts GPA to investigate the attempt or review or change its current security measures.
- T. If GPA conducts any Standard Transactions on behalf of Company, GPA shall comply with the applicable requirements of 45 C.F.R. Parts 160-162.
- U. During the term of this Agreement, GPA may be asked to complete a security survey and/or attestation document designed to assist Company in understanding and documenting GPA's security procedures and compliance with the requirements contained herein. GPA's failure to complete either of these documents within the reasonable timeframe specified by Company shall constitute a material breach of this Agreement.
- V. GPA acknowledges that, effective the later of the Effective Date of this Agreement or February 17, 2010, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any of the use and disclosure requirements of this Agreement and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

3. OBLIGATIONS OF COMPANY

- A. Company will use appropriate safeguards to maintain the confidentiality, privacy and security of PHI in transmitting same to GPA pursuant to the Arrangement and this Agreement.
- B. Company shall notify GPA of any limitation(s) in Company's notice of privacy practices that Company produces in accordance with 45 C.F.R. 164.520 (as well as any changes to that notice), to the extent that such limitation(s) may affect GPA's use or disclosure of Protected Health Information.
- C. Company shall provide GPA with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes affect GPA's use or disclosure of Protected Health Information.
- D. Company shall notify GPA of any restriction to the use or disclosure of Protected Health Information that Company has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect GPA's use or disclosure of Protected Health Information.

4. AUDITS, INSPECTION AND ENFORCEMENT

From time to time upon reasonable advance notice, or upon a reasonable determination by Company that GPA has potentially or actually breached this Agreement, Company may inspect the facilities, systems, books, procedures and records of GPA to monitor compliance with this Agreement. GPA shall promptly remedy any violation of any term of this Agreement and shall certify the same to Company in writing.

To the extent that Company determines that such examination is necessary to comply with Company's legal obligations pursuant to HIPAA relating to certification of its security practices, Company or its authorized agents or contractors, may, at Company's expense, examine GPA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Company the extent to which GPA's administrative, physical and technical safeguards comply with HIPAA, the HIPAA Regulations or this Agreement.

5. WAIVER

Waiver, whether expressed or implied, of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent or continuing breach of the same provision. In addition, waiver of one of the remedies available to either party in the event of a default or breach of this Agreement by the other party, shall not at any time be deemed a waiver of a party's right to elect such remedy(ies) at any subsequent time if a condition of default continues or recurs.

6. TERMINATION

- A. Term. The provisions of this Agreement shall take effect on the Agreement's Effective Date and shall terminate when all of the Protected Health Information provided by Company to GPA, or created, maintained, transmitted or received by GPA on behalf of Company, is destroyed or returned to Company, or, in accordance with Section 6(c)(2).
- B. Termination for Cause. Without limiting the termination rights of the parties pursuant to the Agreement and upon, either party's knowledge of a material breach of this Agreement by the other party, the nonbreaching party shall provide an opportunity for the breaching party, to cure the breach or end the violation, or terminate the Agreement, if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party, or immediately terminate this Agreement, if, in the non-breaching party's reasonable judgment cure is not possible.

C. Effect of Termination.

1. Except as provided in Section 6(c), upon termination of this Agreement, for any reason, GPA shall return or destroy all Protected Health Information received from Company, or created, maintained, transmitted or received by GPA on behalf of Company. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of GPA. GPA shall retain no copies of the Protected Health Information.
 2. In the event GPA determines that returning or destroying the Protected Health Information is infeasible, GPA shall provide to Company notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, per Section 6(a) above, GPA shall continue to extend the protection of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as GPA maintains such Protected Health Information.
- D. Judicial or Administrative Proceedings. Either party may terminate the Arrangement, effective immediately, if: (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

7. INDEMNIFICATION

Company and GPA will indemnify hold harmless and defend the other party to this Agreement from and against any and all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in connection with: (i) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Agreement; and (ii) any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Agreement.

8. DISCLAIMER

Company makes no warranty or representation that compliance by GPA with this Agreement, HIPAA or the HIPAA Regulations will be adequate or satisfactory for GPA's own purposes or that any information in GPA's possession or control, or transmitted or received by GPA, is or will be secure from unauthorized use or disclosure. GPA is solely responsible for all decisions made by GPA regarding the safeguarding of PHI.

9. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

GPA shall make itself, and any subcontractors, employees or agents assisting GPA in the performance of its obligations under the Arrangement, available to Company, at no cost to Company, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Company, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where GPA or its contractor, employee or agent is a named adverse party.

10. COSTS RECOVERY

GPA, at its own cost and expense shall:

- A. promptly furnish to Company full details of the breach. For purposes of this section, Breach shall mean any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations;
- B. assist and cooperate fully with Company in Company's investigation of GPA, employees, contractors, sub-contractors, agents or other third parties related to the security incident, including but not limited to providing Company with physical access to the facilities and operations affected, facilitating interviews with employees and others involved in the matter, and making available all relevant records, logs, files, systems and data;
- C. promptly use its best efforts to prevent a recurrence of any such security incident

11. NO THIRD PARTY BENEFICIARIES

The parties have not created and do not intend to create by this Agreement any third party rights under this Agreement, including but not limited to Members. There are no third party beneficiaries to this Agreement.

12. RECEIPT OF PHI

GPA's receipt of Company Member's PHI pursuant to the transactions contemplated by the Arrangement shall be deemed to begin on the execution date below, and GPA's obligations under this Agreement shall commence with respect to such PHI upon such receipt.

13. INTERPRETATION

The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

14. REGULATORY REFERENCES

A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended.

15. AMENDMENT

Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, the safeguarding of Electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend the Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.

16. SURVIVAL

The respective rights and obligations of GPA under Sections 6(c) and 7 of this Agreement shall survive the termination of this Agreement.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Exhibit B

Internet Organization Access Agreement

Organization Access Agreement

This Organization Access Agreement (“Agreement”) is entered into by You and between Company (“Company,” “We,” “Us” or “Our”) and the Organization (“Organization,” “You” or “Your” means an Agent, Broker, Agency or Brokerage Firm) named on this Application to Access Humana Health Care Plans’ Self-Service Web Functions (“Application.”) Company and You are sometimes hereinafter referred to individually as the “Party” or collectively as the “Parties.”

This Agreement governs your use of the Humana Health Care Plans’ secured Web self-service site (“Site”) including, without limitation, all content and all self-service functions (“Services”) made available to you through the Site. This Agreement includes the Terms and Conditions set forth below.

If I have previously applied or received access to the Company’s Site as Controlling Authority, Access Administrator, or User, I do hereby attest to the accuracy and completeness of the information provided by Organization in the on-line application and attest that I have the authority to, and have, entered into this Agreement on behalf of Organization. Any individuals indicated on the on-line application are authorized by me to execute on behalf of the indicated Organization the Humana Health Care Plans’ self-service Web functions and to access the data related to the listed Organization Identifiers.

I, the electronically signing Controlling Authority, Access Administrator, or User, do hereby attest to the accuracy and completeness of the information provided by Organization in the on-line application and attest that I have the authority to, and hereby do, enter into this Agreement on behalf of Organization. Any individuals indicated on the on-line application are authorized by me to execute on behalf of the indicated Organization the Humana Health Care Plans’ self-service Web functions and to access the data related to the listed Organization Identifiers.

I, the Controlling Authority, Access Administrator, or User represents and warrants that he, she or it is authorized to negotiate terms and conditions of agreements, including this Agreement and to execute such agreements on behalf of itself and the Organization and their respective independent contractors, subcontractors, and employees. In addition, I, the Controlling Authority, Access Administrator, or User represents and warrants that he, she or it is authorized to delegate access functionally to others.

If I apply or receive access to the Company’s Site as Controlling Authority, Access Administrator, or User, in the future I represent I am authorized to negotiate terms and conditions of agreements, including this Agreement and to execute such agreements on behalf of itself and the Organization and their respective independent contractors, subcontractors, and employees. In addition, I, the Controlling Authority, Access Administrator, or User represents and warrants that he, she or it is authorized to delegate access functionally to others. Upon such application, I agree to be bound by the terms and conditions in this Exhibit.

Terms and Conditions

1. DEFINITIONS

- A. Controlling Authority is someone who has legal authority to sign agreements for Organization and who has been identified as such in a registration process.
- B. Access Administrator is someone designated by a Controlling Authority to set-up and to maintain Users and has been identified as such in a registration process.
- C. A User is a person who has registered to use the Site and that you have authorized to access or use the Services.

2. USE

Your access to and use of the Services are permitted by us solely for your internal use and benefit; any other access or use is strictly prohibited.

3. USER ACCESS

The Services will be accessible only to Users. In addition, each User must execute an on-line Confidentiality Agreement and an on-line Security Agreement (“User Agreements”) before receiving access to the Services. You are responsible for all acts or omissions by Users, and for any liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims or demands of any kind or nature by or on behalf of any person, party or governmental authority incurred as a result thereof. You may enable Users by submitting the required information about them to us on this Application or later on a Change Request Form for Access to Humana Health Care Plans’ Self-Service Web Functions (“Change Request”) or by any methodology adopted in the future by Humana for access to the Web self-service portals. A Controlling Authority or Access Administrator may disable access to the Services by a User at any time by oral or written request to us. You must request that we disable access to the Services by a User when you have security concerns, including but not limited to lost or stolen User ID and PIN, disclosure of confidential information, or fraudulent activity. If we at any time discover any error or omission in the information provided to us, we may, at our option, terminate any User’s or Organization’s right to access and use the Site and the Services.

4. SECURITY

We require each User to have unique information to identify himself/herself (“IDs”) when accessing or using the Services. Currently this unique information is a User ID and PIN and later may be a digital certificate. You are solely responsible for:

- A. maintaining the strict confidentiality of the IDs assigned to you and your Users,
- B. instructing your Users to not allow another person, including You or any agent or GPA, to use their IDs to access the Site or the Services,
- C. not using and instructing your users not to use the User ID, temporary or otherwise, of an applicant, employer or member, and
- D. any charges, damages, or losses that may be incurred or suffered as a result of your or your Users’ failure to maintain the strict confidentiality of their IDs.

5. INTELLECTUAL PROPERTY OWNERSHIP

You agree that “We” (or third parties providing contents or services for the Site) own all worldwide rights, titles and interests in and to the Site and all intellectual property rights therein. All rights not expressly granted in this Agreement are reserved to “Us.” No other rights or licenses are conveyed or intended by this Agreement.

6. GENERAL DISCLAIMERS

THE SITE AND THE SERVICES ARE PROVIDED TO YOU ON AN “AS IS, WITH ALL FAULTS” BASIS, AND YOUR USE THEREOF IS AT YOUR OWN RISK.

7. INDEMNITY

You agree to defend, indemnify and hold us harmless against any losses, expenses, costs or damages (including our reasonable attorneys’ fees, expert fees’ and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to:

- A. your breach of the terms of this Agreement,
- B. your unauthorized or unlawful use of the Site or the Services, and
- C. the unauthorized or unlawful use of the Site or the Services by any other person using your IDs, and
- D. any breach or unauthorized use of this Site or the Services of any person or entity that you delegate functions or User access to with regard to this Site or the Services, and
- E. any breach of confidentiality laws, rules, and regulations.

8. WAIVER

It is understood and agreed that no failure or delay by the other party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

9. DELEGATION

It is understood and agreed that any and all persons or entities that you delegate functions or User access to this Site or the Services shall execute a separate Organization Access Agreement with Company prior to access to the Self Service Website.

Exhibit C

Information Technology Security

AGENT shall have access to Humana Confidential Information on a need to know basis. Access levels are based on the type of information an AGENT/Broker has the need to know in order to perform responsibilities and is limited to the minimum necessary to Humana Confidential Information.

AGENT shall provide periodic and mandatory IT Security awareness training as relevant to their job functions.

AGENT shall not allow use of unsecured wireless technologies of any kind to access Humana Confidential Information.

AGENT shall require all portable or laptop PC implement hard drive encryption that may access Humana Confidential Information. Encryption is defined as; to convert data from its original form to a form that can only be read by someone that can reverse the process. The purpose of encryption is to prevent unauthorized reading of the data. Disk encryption software can be recommended as needed.

Humana reserves the right upon reasonable advance notice, to review AGENT security procedures and compliance with this Attachment related to Services.

In the event of a security breach including but not limited to lost, stolen, or non-authorized persons access involving AGENT system or workstations used to store, process, or transmit Humana Confidential Information have an affirmative obligation to immediately notify and communicate to Humana cause of the breach and all remedial steps taken to resolve the incident.

1. While on Humana premises, AGENT may:

- A. Use cellular phones or personal digital assistants (PDA's) for voice, text messaging, and email communications, provided all transmissions of Humana Confidential Information are secure and encrypted.
- B. Use Bluetooth technology for voice communications on cell phones and PDA's (exp: Bluetooth headsets and similar devices).
- C. Use AGENT provided computing equipment (such as laptops, tablet PC's, projectors or other equipment) provided such equipment is used in a stand-alone configuration, isolated from the Humana network.

2. While on Humana premises, AGENT shall NOT:

- A. Use digital photography technologies.
- B. Connect any device, including, but not limited to a personal computer, cellular phone, PDA, router, printer, etc. to any Humana device, phone line for modem use, or network, (except for stand-alone "dumb" units such as a projector or printer), unless specifically authorized by the respective Humana Business Function using an established isolated ("Guest Kit") connection.
- C. Use the following wireless technologies: all wireless fidelity (Wi-Fi), non-Wi-Fi fixed wireless, Bluetooth (for non-voice communications), cellular modems (air cards), and cellular technology to be used as a modem for a personal computer.

AGENT BUSINESS TRANSFERRAL FORM

(transfer of business and commissions)

HUMANA
Guidance when you need it most

Current agent of record:

Social Security Number:

Address:

City:

State:

ZIP:

Phone number:

The current Agent of Record may designate that a new Agent/Agency of Record be established for the type of policies identified below. The change of payment to an agent or new agency will only be applicable to future new business commissions. You can only name a new Agent/Agency of Record for business that you are the current agent of record on.

Business to be transferred to the new agent/agency of record:

Medicare policies

FROM: Agent name: _____
Social Security Number: _____

TO: Agent/agency name: _____ Phone number: _____
Social Security Number / Tax ID Number: _____
Address: _____ Existing Future

Individual policies

FROM: Agent name: _____
Social Security Number: _____

TO: Agent/agency name: _____ Phone number: _____
Social Security Number / Tax ID Number: _____
Address: _____ Existing Future

Group policies

FROM: Agent name: _____
Social Security Number: _____

TO: Agent/agency name: _____ Phone number: _____
Social Security Number / Tax ID Number: _____
Address: _____ Existing Future

Current agent of record signature below:

This form may only be agreed to and signed by the Agent of Record who is currently receiving commissions on the above referenced policies. The party to receive commissions must have a valid Humana Group Producing Agent or Agency Contract on file and be properly licensed and appointed by Humana to receive commissions. 1099 forms will reflect the amount of compensation that the Agent/Agency of Record received for any given year. All business and commissions are subject to the terms and provisions of the Group Producing Agent or Agency Contract. State regulatory licensing and appointing requirements regarding payment of commissions apply. The Agent of Record on a policy can only be changed by the current Agent of Record. **As the current Agent of Record (AOR), I am requesting that the AOR be changed for the type of policies as indicated on this form.**

(print name of current Agent of Record)

(date)

(Signature of current Agent of Record)

(Title)

Fax completed form to Agency Management at (920) 339-2160.

6/06

Trusted Senior Specialists #475

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT

HUMANA[®]
Guidance when you need it most

I (We) hereby authorize Humana to initiate Automated Clearing House credits and, if necessary, make corrections for any entries made to my account in error.

AGENT INFORMATION

Agent or Agency requesting automatic deposit:

Social Security number/Tax ID number:

SAN number (if applicable):

Phone number:

Please indicate transaction type:

Set-up

Change

Cancel

Please indicate type of account:

FINANCIAL INFORMATION

Bank Name:

Bank City:

State:

Zip:

Bank phone number:

Bank account number:

Bank routing number:

(Please provide the nine-digit routing number on your check, not the deposit slip.)

This authorization will remain in force until written notification of termination or change is received by Humana in such time and in such manner as to afford Humana a reasonable opportunity to act on it.

NOTE: Direct deposit set-up requires that the bank account and routing number must be verified for accuracy before any funds are transferred. For this reason, you may receive one or two commission checks that need to be cashed.

Print Name:

Title (owner/officer only):

Signature:

Date:

**Complete and fax this form to Humana Agency Management at 1-920-339-2160
if NOT completing a contract.**

PLEASE INCLUDE A COPY OF A VOIDED CHECK

When you partner with Humana, you and your clients will be well taken care of. It's a simple pledge we take seriously, and we'll work together to help your clients control healthcare costs and help employees lead healthier, more productive lives.

Humana products:

Medical:

PPO, HMO, POS, HDHP, Personal Care accounts, Health Savings Accounts

Specialty benefits:

Dental, Vision, Long- and short-term disability, Life,

Workplace voluntary benefits: Disability, Whole and term life, Critical illness/cancer, Accident, Supplemental health

Contact your Humana sales executive for more information about the products available in your area.

Quote, enroll and manage business online

The secured agent section on **Humana.com** has resources that help you do business with us, and serve your clients any time you need to. If you haven't registered yet, go to **Humana.com** and click on "Agents" and "Register Today."

You'll find details about Humana's commission, bonus and recognition programs in the Producer Partnership Plan, available in the agent section of **Humana.com**.

HUMANA[®]
Guidance when you need it most

500 W. Main Street
Louisville, KY 40201

CONSUMER AUTHORIZATION Trusted Senior Specialists #475

I. I understand that an investigative report may be generated on me that may include information as to my character, work habits, performance and experience, along with reasons for termination of past employment/professional license or credentials; financial/**credit history**; or criminal/civil/driving record history. I fully give my consent to and understand that you, General Information Services, Inc., may be requesting information from public and private sources about any of the information noted earlier in this paragraph.

II. IF APPLICABLE, Medical and worker's compensation information will only be requested in compliance with the Federal Americans with Disabilities Act (ADA) and/or any other applicable state laws. According to the **Fair Credit Reporting Act** (FCRA, Public Law 91-508, Title VI) which was **revised effective September 30, 1997**, I am entitled to know if the considerations for which I am applying are denied because of information obtained from a consumer reporting agency. If so, I will be notified and be given the name of the agency providing that report.

III. I acknowledge that a telephonic facsimile (FAX) or photographic copy of this release shall be as valid as the original. This release is valid for most federal, state and county agencies including the Minnesota Department of Labor.

IV. **Minnesota/California applicants only.** If you want a copy of the report ordered, check this box *. The report will be sent by the consumer reporting agency to you at the address listed below your signature.

V. I hereby authorize, without reservation, any financial institution, law enforcement agency, information service bureau, school, employer or insurance company contacted by General Information Services, Inc. to furnish the information described in Section I.

APPLICANT COMPLETE THE FOLLOWING:

Signature

Today's Date

Please Print Full Name

The following information is required by law enforcement agencies and other entities for positive identification purposes when checking public records. It is confidential and will not be used for any other purposes.

Please print other names you have used

Social Security Number

Date of Birth

Home Address

City

State

Zip

Driver's License Number and State

Name as it appears on License

Have you ever been convicted of a crime? No Yes If yes, please provide city and state of conviction and details of conviction.

FAIR CREDIT REPORTING ACT NOTICE:

In accordance with the Fair Credit Reporting Act (FCRA, Public Law 91-508, Title VI), **revised effective September 30, 1997**, this information may only be used to verify a statement(s) made by an individual in connection with legitimate business needs. The depth of information available varies from state to state. Status of updates are available on request. Although every effort has been made to assure accuracy, General Information Services, Inc. cannot act as guarantor of information accuracy or completeness. Final verification of an individual's identity and proper use of report contents are the user's responsibility. General Information Services, Inc.'s policy requires purchasers of these reports to have signed a Service Agreement. This assures General Information Services, Inc. that users are familiar with and will abide by their obligations, as stated in the **FCRA, revised effective September 30, 1997**, to the individuals named in these reports. If information contained in this report is responsible for the suspension or termination of an employee or the application process, have the applicant/employee contact General Information Services, Inc.



DELEGATED

**GROUP PRODUCING AGENT OR AGENCY CONTRACT MEDICARE AMENDMENT
AND
GPA MEDICARE ADVANTAGE PLANS AND PRESCRIPTION DRUG PLANS
SALES AND MARKETING AGREEMENT**

Your Group Producing Agent or Agency Contract (Contract) is hereby amended pursuant to section 5.H.2. of the Contract and effective immediately supersedes any previously executed Amendments regarding Medicare Advantage Plans and/or Prescription Drug Plan(s). This Amendment permits you as the Group Producing Agent (GPA) to sell the Company's Medicare Advantage (MA) plans and/or Prescription Drug Plan(s) (PDP) where you comply with the requirements of the Amendment.

A. Section 2.I. is added to the Contract:

GPA may sell only the MA and/or PDP plans for which they have successfully completed the Company required training and passed the Company required certification prior to selling the Company MA and/or PDP plan. The GPA must be recertified for each MA or PDP plan on an annual basis thereafter to continue to be authorized to sell a respective MA or PDP plan. Failure to recertify on an annual basis will result in the termination of this Group Producing Agent or Agency Contract Medicare Amendment.

The GPA is responsible for complying with all policies and procedures regarding enrollment and marketing as established by the Company and the Centers for Medicare and Medicaid Services (CMS) and the policies and procedures may be modified or supplemented from time to time. GPA may not conduct any type of health screening of any prospective enrollee, except as permitted by CMS.

A GPA may participate in both the Medicare Advantage Agent Referral Program and the GPA Medicare Advantage Plans and Prescription Drug Plans Sales Program; however, the GPA will not be paid both a referral fee and a Sales Commission for both the referral and enrollment on the same individual. In such cases, only the Sales commission and any applicable renewals and/or overrides will be paid.

B. Section 3.C. of the Contract is replaced in its entirety with the following:

For MA and PDP plans, the GPA is responsible for complying with all federal and state requirements and laws related to the marketing and sale of health insurance products, including CMS regulations, in addition to any requirements established by the Company.

The GPA is not authorized to engage in certain sales activities, including door-to-door solicitation, telemarketing or advertising using unapproved scripts or advertisements. The GPA is authorized to conduct enrollment with prospective Medicare applicants using only Company approved materials. The GPA shall have no authority to make, alter, or discharge the provisions of any policy, or bind the Company in any manner regarding a MA or PDP policy.

The GPA is authorized by the Company to:

1. Provide Medicare Advantage plan and/or Prescription Drug Plan information, conduct enrollment and collect any policy premium or payment, as applicable;
2. Circulate advertising material concerning available MA or PDP policies, as permitted by the Company. Any advertising used by GPA must be either (a) provided by the Company or (b) approved by the Company prior to its use. Advertising for Medicare Advantage or Prescription Drug Plan policies may not be altered in any way except as approved in advance in writing by the Company

C. Section 4.A. of the Contract is replaced in its entirety with the following:

As full compensation for services performed hereunder, the Company will pay to the GPA commissions as set forth in the applicable GPA Medicare Advantage Plans and Prescription Drug Plans Commission Schedule, the producer Partnership Plan or other applicable written documents provided to the GPA by the Company, which are made a part of this Contract. The Company will pay a commission for CMS approved MA or PDP sales according to the terms and rules of the GPA Medicare Advantage Plans and Prescription Drug Plans Sales Program. The GPA's eligibility for Medicare Advantage Plans and Prescription Drug Plans sales commission shall terminate immediately on the date of a violation of 3.C. of the Contract or any material violation of the terms or rules of the GPA Medicare Advantage Plans and Prescription Drug Plans Program Sales Program.

Commission:

Commission Schedule(s) which are made part of the Group Producing Agent or Agency Contract Medicare Amendment where the respective Commission Schedule is offered to the GPA by the Company and where the GPA and the Company have agreed to the respective Commission Schedule.

The provisions below apply to the GPA Medicare Advantage Referral Program Commission Schedule(s) and the GPA Medicare Advantage and/or Prescription Drug Plans Commissions Schedule(s) in which the GPA is participating.

Payment of Compensation

Commissions will be paid on an as submitted basis, according to the current payroll system schedule as determined by the Company.

A GPA may participate in both the Medicare Advantage Agent Referral Program and the GPA Medicare Advantage or Prescription Drug Plans Sales Program, however, the GPA will not be paid both a referral fee and a sales commission for both the referral and enrollment on the same individual. In such cases, only the sales commission and any applicable sales renewals and/or overrides will be paid. The referral will not be paid.

Charge-backs of previously paid commissions will result for members who enrolled through the GPA Medicare Advantage or Prescription Drug Plans Sales Program who disenroll within eleven months of their effective date. Members who disenroll within the first three effective months will result in a full charge-back. Disenrollments in effective months four through eleven will result in a pro-rated charge-back. Charge-backs will be for the amount of commissions paid and will be charged against future compensation and any other monetary compensation or commissions that would otherwise be payable to the GPA.

GPA will not be eligible for a new sales commission for enrolling a member from an existing Company MA plan to a different Company MA plan. However, the GPA may be eligible to receive or continue to receive renewal commissions for enrolling an existing member in a different Company MA plan under the terms and conditions of any MA renewal agreement between GPA and the Company.

The GPA agrees that unless the GPA disputes a commission amount for a respective sale, policy or enrollment or the failure by the Company to pay a commission for a respective sale, policy or enrollment in writing within eighteen (18) months from the date the commission is earned, the GPA agrees that the commission determination or commission payment amount made by the Company for the respective sale, policy or enrollment is correct and that no claim,

demand, legal action or litigation against the Company may be brought by GPA regarding a respective sale, policy or enrollment unless made within twelve (12) months from the date the GPA disputes the commission. For purposes of this Section the phrase “from the date the commission is earned” means the date upon which (i) the commission is initially earned, (ii) the commission is recalculated as a result of changes in the risk affecting the premium charged, policy termination and/or policy cancellation and (iii) the commission is recalculated by agreement of the parties hereto.

D. Section 4.B.7.D. of the Contract is replaced in its entirety with the following:

Commissions shall be payable if the GPA is designated as the “Agent of Record” by the insured individual, insured group or by the policyholder when premium or payments are received by the Company, and the GPA is servicing the business in a manner satisfactory to the Company. Commissions applicable to Medicare Advantage policies or Prescription Drug Plans are payable as set forth in the applicable GPA Medicare Advantage Plans and Prescription Drug Plans Commission Schedule.

E. Section 5.A. of the Contract is replaced in its entirety with the following:

Conduct of GPA. The GPA shall be free to exercise personal judgement as to the time and manner of performing services authorized under the Contract, but shall be guided by such rules as may be adopted by the Company concerning general business conduct. In all cases and for all products including Medicare Advantage plans and Prescription Drug Plans, the GPA is responsible for complying with all State or Federal laws or requirements. It is the responsibility of the GPA to maintain a current understanding of any and all applicable laws. Additionally, GPA must comply with all policies and procedures of the Company.

F. Section 6.D. is added to the Contract

1. The Group Producing Agent or Agency Contract Medicare Amendment may be terminated without cause by either party upon at least thirty (30) days prior written notice to the other party to that effect. Such termination shall be effective thirty (30) days after the mailing of written notice thereof, or on the date specified in such notice if later.
2. The Group Producing Agent or Agency Contract Medicare Amendment may be terminated by the Company without notice for “cause”, which shall include, but is not limited to, the following:
 - a. Commission of a fraudulent, illegal or dishonest act, or material breach of this Amendment by the GPA;
 - b. Violation of any provision hereunder regarding making available book, accounts, and records of the GPA for audit and review; or
 - c. Violation of the laws, regulations, or rules of any jurisdiction by the GPA in which the GPA operates, or any governmental authority exercising jurisdiction over the GPA.

Termination for “cause” may, at the option of the Company, result in the forfeiture of all commission which may be due under this Contract or Amendment as of the termination date or become due thereafter.

3. On the effective date of a voluntary termination of the Group Producing Agent or Agency Contract and the Group Producing Agent or Agency Contract Medicare Amendment by the GPA:
 - a. The GPA shall be terminated as the agent of record for any MA or PDP policies the GPA has with the Company; and
 - b. The GPA will no longer earn or receive MA or PDP commission or compensation from the Company including, but not limited to, the Group Producing Agent or Agency Contract Medicare Amendment.

G. Section 7 is added to the Contract

Additional Terms

For purposes of, and applicable only to, The Group Producing Agent or Agency Contract Medicare Amendment, the following provisions apply.

- a. Notwithstanding any relationship between the Company and the GPA established pursuant to this Agreement, the Company shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its Medicare Advantage contract ("MA contract") with Centers for Medicare and Medicaid Services ("CMS").
- b. All services or other activities performed by the GPA, as stated in the Agreement shall be consistent and comply with applicable Company contractual obligations under its MA contract.
- c. The GPA agrees to comply with all applicable Medicare laws, regulations, and CMS instructions.
- d. The GPA shall grant Health and Human Services ("HHS"), the Comptroller General, or the designees, the right to audit, evaluate and inspect any books, contracts, records including medical records, and documentation of the GPA involving transactions related to the Agreement. This right to inspect, evaluate and audit any pertinent information for any particular contract period shall exist through 10 years from the date the agreement is terminated.
- e. The GPA agrees to produce to the Company, upon request by CMS or its designee, any books, contracts, records including any medical records and documentation of the Company, relating to the Agreements.
- f. The GPA agrees to make available any books, contracts, records and documentation that pertain to any applicable aspect of services performed, reconciliation of benefit liabilities, and determination of amounts payable under the Company's Group Producing Agent or Agency Contract Medicare Amendment, or as the HSS Secretary may deem necessary to enforce the GPA contract.
- g. The GPA agrees to: (i) abide by all applicable federal and state laws regarding confidentiality, privacy and disclosure of medical records or other health and enrollment information, (ii) ensure that, where applicable, medical information is released only in accordance with applicable state or federal law, pursuant to court orders or subpoenas, (iii) where applicable, maintain all Medicare member records and information in an accurate and timely manner, and (iv) where applicable, allow timely access by Medicare members to the records and information that pertain to them
- h. The GPA is prohibited from holding MA members liable for payment of any fees that are the obligation of the Company
- i. The GPA and the Company agree that the Company's activities or responsibilities under the Group Producing Agent or Agency Contract Medicare Amendment that are delegated to the GPA are contained in written arrangements in accordance with the following requirements:
 - 1) The parties have entered into written arrangements that specify the delegated activities and reporting responsibilities;
 - 2) The Company has the right to revoke the delegation activities and reporting requirements or specify other remedies in instances where CMS or the Company determine that the GPA has not performed satisfactorily according to CMS guidelines;
 - 3) The parties have entered into written arrangements that specify that GPA's performance is monitored by the Company on an ongoing basis;
 - 4) If applicable, the parties have entered into written arrangements that specify either –
 - a. The credentials of medical professionals affiliated with the GPA, if any, will be either reviewed by the Company; or
 - b. The credentialing process will be reviewed and approved by the Company and the Company will audit the credentialing process on an ongoing bases
- j. The GPA and the Company agree that if, or to the extent that, the GPA delegates any of its responsibilities under the Group Producing Agent or Agency Contract Medicare Amendment regarding selection of downstream, first tier, or related entities, the Company shall retain the right to approve, suspend, or terminate any such arrangement as it relates to the GPA's performance under the Group Producing Agent or Agency Contract Medicare Amendment

---END OF THE GPA CONTRACT MEDICARE AMENDMENT---

MEDICARE ADVANTAGE PLANS AND PRESCRIPTION DRUG PLANS SALES AND MARKETING AGREEMENT

A. Medicare Advantage (MA) Plans and Prescription Drug Plans (PDP)

The GPA may sell only the MA plans and PDP plans for which they have successfully completed the Company required training and passed the Company required certification prior to selling the Company MA plan(s) and PDP plan(s). The GPA must be recertified for each MA plan and PDP plan on an annual basis thereafter to continue to be authorized to sell a respective MA plan and/or PDP plan. A GPA may not sell an MA or PDP plan at any time during which the Company certification is expired.

B. Sales and Marketing

Sale of the Company's Medicare Advantage (MA) plans and Prescription Drug Plan(s) (PDP) requires that the GPA comply with all Centers for Medicare and Medicaid Services (CMS) regulations, the Company's Group Producing Agent or Agency Contract Medicare Amendment, GPA Medicare Advantage Plans and Prescription Drug Plans Commissions Schedule and Sales and Marketing Agreement, the Company's policies and procedures and the provisions of the Group Producing Agent or Agency Contract, including any amendments.

C. Discrimination Based on Health Status

It is a violation of Centers for Medicare and Medicaid Services (CMS) requirements and regulations and is strictly prohibited to discriminate against any Medicare eligible prospect for enrollment in a MA or PDP plan based upon an applicant's health status, except as permitted by CMS. GPAs are prohibited from asking for or attempting to obtain any personal medical information regarding an applicant when specifically discussing a carrier's MA plan(s) or PDP plan(s). Any personal medical information that may be obtained on an applicant as a result of discussion or an application for any other insurance product can in no way be used to discourage the applicant's enrollment in a carrier's MA plan or a PDP plan.

D. Gifts or Payments to Induce Enrollment

GPAs may neither give nor offer a gift or payment of any kind to a prospective MA or PDP member as an inducement to enroll in an MA plan or PDP plan. An offer of a rebate in any form is strictly prohibited. Additionally, door prizes, etc., to be given away at professional seminars, and the like, which are intended to promote the MA or PDP products, must be of nominal value, and cannot be readily converted to cash. CMS defines nominal value as \$15 retail or less. Names drawn for a raffle prize must be randomly drawn and winners are not dependent upon enrollment or agreement to a presentation of the plan.

E. Use of Marketing Literature/Member Communications

GPAs are required to comply with all CMS requirements and regulations regarding the marketing and sales of an MA or PDP product. CMS requires that all marketing materials or communications to prospective and current members must be filed and approved by CMS prior to their use. CMS' specific guidelines can be found on the following website:

http://www.cms.gov/manuals/116_mmc/mc86c03.asp

GPA is required to monitor and comply with the CMS requirements outlined on this website or any other website that CMS may in the future identify applicable requirements.

A copy of *CMS Medicare Managed Care Manual, Chapter 3 - Marketing* as of the date of the GPA's training, will be included in the sales training materials, however, the GPA is responsible for maintaining current information on CMS requirements and ongoing compliance.

All marketing, advertising or member communication literature, regarding the Company MA or PDP must be approved by the Company and, as appropriate, CMS and the applicable State DOI in advance of product use by any

GPA. Marketing literature and member communication includes, but is not limited to, any material prepared for written, audio or electronic media use (TV, radio, newspaper, magazine, Internet, etc.) as well as any advertisements, brochures, letters, mailers, handouts, posters, telemarketing scripts, sales kit material, door knob hangers, fliers, referral questionnaires, yellow page advertisement, flip-charts, greeting cards, etc., to be used for either prospect gathering, enrollment purposes, or member communication.

The GPA may use approved materials to market to their book of business, however, any marketing outside of their current book of business along with the materials to be used for that marketing **must be approved** first by the Delegated Sales Director and Market Sales Director. Any marketing material using the Company name for purposes of recruiting agents, **must be approved** first by the Delegated Sales Director. In addition, all persons, e.g., office staff, etc including GPA not directly involved in the sale of products, must abide by this requirement.

F. Agent Solicitation Telemarketing and Do Not Call Laws

GPA's, in their role as contracted agents of the Company, are required by CMS to utilize only CMS approved materials when describing MA plan(s) benefits and/or PDP plan(s) benefits to Medicare beneficiaries.

Communications include, but are not limited to, advertisements, mailers, flyers, letters, emails, and telemarketing scripts. GPA's who engage in CMS approved telemarketing of prospective MA and/or PDP customers must therefore use only CMS approved scripts, provided by the Company and approved by the Market Sales Director. CMS strictly prohibits obtaining prospects names for enrollments in a Company MA and/or PDP plan by door-to-door solicitation.

In addition, GPA's are required to comply with all State and Federal laws regarding telemarketing and telemarketing practices applicable in the state they conduct business and are solely responsible for complying with said laws. GPA's are solely responsible for understanding and complying with any State or Federal "Do Not Call" laws in the respective states where they conduct business.

The GPA will be solely responsible for any violations of the "Do Not Call" laws and will hold the Company harmless.

G. Sales Presentation and Statement of Understanding

GPA's are provided a copy of the CMS approved Sales Presentation Book and are required to use it whenever presenting the Company MA or PDP plan(s). The use of the standardized Sales Presentation Book ensures that all prospects consistently receive the same information from which they can make well-informed decisions regarding enrollment in a Company MA and/or PDP plan. The Sales Presentation Book contents guarantee full disclosure of all key features of the plan to prospective enrollees.

The Statement of Understanding, as it appears on the enrollment application, is a key component of the enrollment process and must be presented in a comprehensive manner. GPA agrees to do so each time they enroll a prospective member in a Company MA or PDP plan.

If it is determined that a GPA engaged in or asked another individual or entity on his/her behalf to engage in improper telemarketing, cold-calling, door-to-door solicitation, or other actions not permitted under the GPA Medicare Advantage Plans and Prescription Drug Plan Commission Schedule and Sales and Marketing Agreement, the Group Producing Agent or Agency Contract including the Group Producing Agent or Agency Contract Medicare Amendment, the Company, at its sole discretion, may terminate the GPA's Medicare Advantage and/or Prescription Drug Plan eligibility under the Group Producing Agent or Agency Contract or terminate the Group Producing Agent/Agency Contract in its entirety.

H. Modifications or Termination

All monetary compensation, including commissions, renewal commissions and overrides, may be modified, increased, reduced, or discontinued by written notice from the Company and shall take effect at the time specified in the notice, but in no event prior to 30 days from the date such notice is mailed to the GPA's last known address as reflected in the Company's records. Provided, however, that any such change in the compensation payable shall not be retroactive, but apply only to policies issued by the Company on or after the effective date specified in the written notice.

Appointments for Specific Products

I am requesting to be appointed to represent specific products by resident and non-resident state as indicated by the “X”. I understand that I must hold a valid health and/or life insurance license in the states requested to be appointed in those states *(include copy of licenses with submission)*.

Resident State Requested: _____ **Non-Resident State(s) Requested:** _____

<i>(must be certified to sell)</i> Medicare Plans	Med. Supp.	HumanaOne Health	Dental Plans	Vision Plans	<i>(includes Jr. Estate, Memorial Fund, Critical Illness, Cancer, Hospital Indemnity, Life)</i> Humana Financial Protection Plans*
X	X	X	X	X	X

* Products not available in all states

Acknowledgement

I have read, understand, and agree to the terms and provisions of this Group Producing Agent or Agency Contract Medicare Amendment and GPA Medicare Advantage Plans and Prescription Drug Plans Sales and Marketing Agreement as specified herein or as such terms may be amended from time to time.

I have read, understand, and agree to the Group Producing Agent or Agency Contract Medicare Amendment and GPA Medicare Advantage Plans and Prescription Drug Plans Sales and Marketing Agreement. I understand that violation of any part of the provisions of either document may be cause for termination of the GPA Medicare Advantage Plans and Prescription Drug Plans Sales and Marketing Agreement to sell the Company's MA plan(s) or PDP plan(s) and/or the Group Producing Agent or Agency Contract (GPA) including the Group Producing Agent or Agency Contract Medicare Amendment.

GPA Name

Humana MarketPOINT Vice President (PRINT)

Mailing Address

City State Zip-code

Humana MarketPOINT Vice President Signature/Date

SSN / TIN

E-Mail Address

GPA – Signature / Date
Sales Office Name / State