



AGENT INFORMATION

Legal Name: _____
Last First MI

Address: _____
Street Address Apartment/ Unit #

City State Zip Code

Home Phone: _____ Business Phone: _____

Email Address: _____

SSN: _____ Tax ID: _____ Date of Birth: _____

UPLINE & COMMISSION

Direct Up-line/ Manager: _____ DP: _____

Commission Level: _____ (Unsure? Contact your up-line)

How did you hear about AHCP?
 Online Job Posting Drip Marketing Referral _____
(Name of Referral)

Advance Options: 3 Months 6 Months Earned
*No interest (Advance options will have a 3% admin fee)

APPOINTMENT INSTRUCTIONS

Appointment Checklist for: **Priority Health**

- Page 1 AHCP Appointment Coversheet (this page)
- Page 2-15 Priority Health Contract and Agreements
- Page 16 Direct Deposit Authorization (Commissions Paid by AHCP)
- Page 17 W9
- Page 18-21 AHCP Producer Agreement

Additional Requirements

- Copy of Licenses
- Copy of Voided Check
- Copy of E&O Insurance Certificate

RETURN INSTRUCTIONS

Scan Email Option: Send to contracting@ahcpsales.com
Fax Option: 888-781-0586
Mailing Address: 1100 NW Compton Dr. 2nd Floor Beaverton, OR 97006

Agent information

Agent name (first and last):	<input type="text"/>	*
Agency name (if applicable):	<input type="text"/>	
Date:	<input type="text"/>	*
	Known as the "effective date" throughout the agreement. Format should be mm/dd/yyyy.	
Social Security number:	<input type="text"/>	*
	Enter your Social Security number. No dashes.	
National producer number (NPN):	<input type="text"/>	*
	Enter your NPN without the leading zeroes. NOTE: An NPN is a number assigned to all individual producers and some agencies.	
Business address:	<input type="text"/>	*
City:	<input type="text"/>	*
State:	<input type="text"/>	*
ZIP code:	<input type="text"/>	*
Business phone number:	<input type="text"/>	*
Fax number:	<input type="text"/>	*
Agent email:	<input type="text"/>	*

General agency (GA)/field marketing organization (FMO) affiliation

GA name (for MyPriority):	<input type="text" value="America's Health Care/Rx Plan Agency, Inc/AHCP"/> <small>For MyPriority plans only.</small>
GA address:	<input type="text" value="1100 NW Compton Dr. #200 Beaverton, OR 97006"/>
FMO name (for Medicare/Medigap):	<input type="text"/> <small>For Medicare and Medigap plans only.</small>
FMO address:	<input type="text"/>

E & O policy information

Carrier:	<input type="text"/>	*
Policy number:	<input type="text"/>	*
Policy amount per occurrence:	<input type="text"/>	*
Aggregate policy amount:	<input type="text"/>	*
Effective date:	<input type="text"/>	*
	Format should be mm/dd/yyyy.	
Expiration date:	<input type="text"/>	*
	Format should be mm/dd/yyyy.	

Commission payment assignment

Make my commissions payable to:	<input type="radio"/> Agent (enter your SSN below)	*
	<input checked="" type="radio"/> Agency (enter the agency's EIN below)	
Agent or Agency name:	<input type="text" value="America's Health Care/Rx Plan Agency, Inc/AHCP"/>	*
SSN or EIN:	<input type="text" value="020690863"/> <small>Enter your SSN or EIN. No dashes.</small>	*
Individual plan termination assignment (for Medicare, Medigap, MyPriority):	<input type="checkbox"/> Collateral assignment - all owed commission will be paid to agent	*

Absolute assignment - all owed commission will be paid to agency

Choose one.

Group plan termination assignment
(for commercial and employer group
waiver plans):

I acknowledge that if I terminate my relationship with an agency, all future commissions will be paid to the agency or as the agency directs.

For Agents selling Priority Health's Commercial Plans to Groups and/or Employer Group Waiver Plans, if Commissions are paid to an agency and Agent is no longer affiliated with that agency, all future Commissions will be paid to the agency or as the agency directs. If Agent and the agency disagree as to whom Commissions shall be paid, the Companies will pay the agency until or unless the Companies receive other instructions in the form of communication from the agency or in the form of a court order.

Agent agreement

This Agreement is made as of the "effective date" between PRIORITY HEALTH, a Michigan nonprofit corporation and health maintenance organization ("Priority Health"), PRIORITY HEALTH MANAGED BENEFITS, INC., a Michigan corporation and licensed third party administrator ("PHMB"), and PRIORITY HEALTH INSURANCE COMPANY, a Michigan insurance company ("PHIC" and, together with Priority Health and PHMB, each, a "Company" and, collectively, the "Companies") and Licensed Agent listed above.

RECITALS

1. Priority Health has a certificate of authority to operate a health maintenance organization, offering fully funded group health benefit plans (the "Fully-Funded Plans") and group and individual Medicare Advantage and Medicare Supplement (Medigap) plans (collectively, the "Medicare Plans").
2. PHMB is a licensed third party administrator, providing administrative services for self-funded plans ("Self-Funded Plans").
3. PHIC has a certificate of authority to operate an insurance company, offering group and individual health benefit plans (the "Insurance Plans" and, together with Fully-Funded Plans, the Medicare Plans and Self-Funded Plans, the "Plans").
4. Licensed Agent ("Agent") is licensed in the State of Michigan to market or sell health benefit plans.
5. Agent has been or will be designated as the Agent of Record by certain employers or groups ("Groups" or, individually, a "Group") or by individuals ("Individuals" or, individually, an "Individual") purchasing the Plans.
6. The Companies and Agent desire to enter into this Agreement according to which Agent shall market the Plans and the Companies shall compensate Agent for Agent's services.
7. Agent is a "Business Associate" of the Companies, as such term is defined by federal regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (as amended, "HIPAA").

ACCORDINGLY, the parties agree as follows:

1. Services to the Companies

1.1. The Companies authorize Agent to represent, and Agent agrees to represent, the Companies in the marketing of the Commercial Plans to Employer Groups ("Schedule A"), of the Individual Plans ("Schedule B"), of the Medicare Plans ("Schedule C"), and of the Medicare Supplement Plans to Individuals ("Schedule D"), collectively ("Schedules") listed in the Schedules attached hereto. In representing the Companies in the marketing of the Plans, Agent shall:

1.1.1. Only utilize sales material, including advertising materials, authorized by the Companies,

1.1.2. Adhere to all policies, rules and regulations provided by the Companies or their representatives to Agent in writing, as that term is defined in Section 15.3 below, with regard to sales or marketing (including, without limitation, such policies, rules and regulations contained in the Schedule(s) executed in connection with this Agreement),

1.1.3. Complete any Federal or State marketplace requirements for marketing Plans listed in Schedules to this Agreement, including annual certification for authority to market Medicare Plans ("Schedule C"),

1.1.4. Make no misrepresentations concerning the Companies, the Plans, or any related matter.

1.2. Agent agrees to maintain an Agent Center account at www.priorityhealth.com (the "Agent Center"). At the Companies' Agent Center website, Agent will have access to renewal information, commission statements, news about the Companies and updates to policies and procedures. Policies, procedures and guidelines for establishing new groups, renewing existing groups or presenting products of the Companies to groups and individuals can be accessed. Agent understands that use of the Agent Center is a privilege under this Agreement and information contained within it is confidential. If Agent desires to allow his or her employees' access to the Agent Center, Agent must provide the names of employees for whom access is desired to the Companies. Agent is responsible for promptly notifying the Companies if anyone with access to the Agent Center is no longer employed by Agent so that individual's access can be revoked.

1.3. Agent agrees to follow the Companies' Code of Excellence, which will promote mutually beneficial relationships among the Companies, Groups, Individuals and the Agent.

1.4. Agent agrees that no Group or Individual may be enrolled with any of the Companies without the Companies' approval.

1.5. Any sums of money, whether tendered by check, cash or otherwise, delivered to Agent by any person for a Company, must be payable to the appropriate Company and shall be delivered immediately to such Company.

1.6. Agent agrees to maintain Agent's State of Michigan Health Insurance License (Agent's "License") during the term of this Agreement. From time to time, upon the request of the Companies, Agent will provide the Companies with a copy of Agent's License.

1.7. Agent agrees to notify the Companies immediately if the Agent's license is suspended or modified or if its insurance is cancelled or modified. Agent agrees to promptly notify the Companies of any disciplinary proceedings related to Agent's License, including notice of any investigatory proceedings instituted by the State of Michigan's licensing authority. Agent understands and agrees that the Companies may, at any time, confirm the status of Agent's License with the State of Michigan.

1.8. Agent agrees to maintain complete and separate records for the Companies for a period of at least seven (7) years of all transactions pertaining to applications submitted to and accepted by the Companies, and any other documents as may be required by DIFS, the Center for Medicare and Medicaid Services (CMS), or other governmental agency. All records with respect to Medicare business shall be kept for a period of at least ten (10) years. Any and all records described above or as may otherwise relate to Agent's activities under this Agreement shall be accessible and available to representatives of the Companies who may audit them from time to time while this Agreement is in effect or within ten years after its termination.

1.9. The Companies shall have the right, during normal business hours and with reasonable notice, to inspect, audit, and make copies of books and records of the Agent for the purpose of verifying Agent's compliance with the terms and obligations of this Agreement.

1.10. All expenses incurred by Agent in performance of his or her duties under this Agreement shall be borne exclusively by Agent and not by the Companies. Agent hereby indemnifies and holds the Companies harmless from and against any and all claims, suits, or actions by third parties for the payment of expenses or commissions.

1.11. Agent shall indemnify and hold the Companies harmless from and against any and all claims, lawsuits, demands, liabilities, taxes (including taxes on compensation), charges, judgments, settlements, costs, penalties and expenses of whatever kind or nature the Companies may sustain or incur at any time and arising in any manner out of an act, error or omission by Agent with respect to this Agreement.

1.12. The Companies shall indemnify and hold the Agent harmless from and against any and all claims, lawsuits, demands, liabilities, taxes (including taxes on compensation), charges, judgments, settlements, costs, penalties and expenses of whatever kind or nature the Agent may sustain or incur at any time and arising in any manner out of an act, error or omission by the Companies with respect to this Agreement.

1.13. Agent will comply with Companies Agent of Record Policy located at the Agent Center, for all Companies Plans, as applicable.

1.14. Agent warrants that he/she has not been convicted of, or pled guilty or no contest, to any criminal act involving dishonesty, fraud, theft, misappropriation of money, or breach of trust or fiduciary duty. Agent agrees to immediately inform the Companies of any of the actions described in the preceding sentence.

2. Commissions

2.1. In consideration of Agent's services in marketing the Fully Funded Plans, the Medicare Plans and the Insurance Plans, Priority Health or PHIC, as the case may be, will pay Agent a commission on a monthly basis or as otherwise set forth on the Agent Center (the "Commissions"). The Commissions shall generally be payable no later than thirty (30) days after the end of the calendar month for which premiums are earned. The total Commissions payable to Agent shall be based on actual premium payments received by the Companies. The Companies will not pay Commissions on any premiums recovered through a collections process or as a result of legal action, including, but not limited to, the filing of a Proof of Claim in a bankruptcy proceeding.

2.2. Commissions shall be payable only so long as this Agreement is in effect and Agent is designated by the Group or Individual as the current Agent of Record to receive the Commissions. Groups may elect to pay Agent directly, in which case, such Groups will provide the Companies a written "letter of instruction", and the Companies will not pay the Commissions to Agent on behalf of such Groups. The Companies will have no liability for Commissions not paid to Agent if the Companies hold such a letter of instruction from a Group.

2.3. Commissions for marketing the Self-Funded Plans shall be payable on a case-by-case basis, as agreed by Agent, Group and the appropriate Company, in writing.

2.4. Commissions shall be payable to the party designated in Section 19.7 of this Agreement. Agent shall complete and return the attached W-9 form to the Companies with this Agreement. The Companies will issue a Form 1099 at the end of the tax year to the party designated on the Schedule, in accordance with IRS regulations. If the Companies do not receive a W-9 form from Agent, Commissions may be subject to backup withholding.

2.5. The Companies will publish the amount of standard Commissions payable for the various Plans on the Agent Center. The amounts of Commissions for the Agent's specific groups are reported on the agent commission statement, which is available on the Agent's Agent Center account.

2.6. The amount of the Commissions may be amended by the Companies at their sole discretion at any time upon thirty (30) days prior written notice to Agent.

2.7. If one or more of the Companies pay Agent more than the amount due to Agent as Commission, the appropriate Companies will offset such overpayment against Agent's next Commission payment. If such Companies are unable to offset such overpayment, the appropriate Companies will send a notice of overpayment along with an invoice to Agent who will pay the balance owed to the appropriate Companies within thirty (30) days of receiving a notice of overpayment. Agent shall promptly

notify the Companies if Agent becomes aware of an overpayment. Overpayments may arise several ways, including, but not limited to, retroactive disenrollment of members, termination of a Group or Individual for failure to pay premium, or the Companies' payment of an incorrect amount of Commission.

2.8. Agent shall notify the Companies if Agent believes he or she is owed additional Commissions by one or more of the Companies. Agent's notice to the Companies must be in writing and received within one-hundred twenty (120) days from the date of the commission statement in question. Agent will forfeit any additional Commissions owed by one or more of the Companies if Agent fails to timely notify Companies of a potential underpayment. Commission adjustments will be made retroactively up to 12 months.

3. Term and Termination

3.1. Term. The initial term of this Agreement shall be for one year from the effective date. This Agreement shall automatically renew at the end of the initial term and continue in effect for successive one year terms thereafter unless and until terminated in accordance with Section 3.2.

3.2. Termination.

3.2.1. Termination by Mutual Agreement. This Agreement may be terminated at any time upon written agreement of the parties.

3.2.2. Termination For Cause. This Agreement may be terminated for cause on the date specified in a written notice given by either party upon not fewer than thirty (30) days' prior written notice. For purposes of this Agreement, a termination shall be "for cause" if it is based upon any material breach by a party of any of the terms of this Agreement.

3.2.3. Termination Without Cause. This Agreement may be terminated by either party without cause upon sixty (60) days prior written notice.

3.2.4. Termination For Failure to Meet Production Standards for a Schedule. The Companies may terminate the Schedule(s) for the Agent's failure to meet production standards as set forth in the Agent Center upon sixty (60) days prior written notice.

3.2.5. Immediate Termination. The Companies may terminate this Agreement immediately at any time by written notice to Agent in the event that:

(a) Agent's License is revoked, suspended or restricted, or Agent otherwise becomes unqualified to market the Plans in the State of Michigan; or

(b) Agent has committed or attempted to commit fraud against the Companies or Individual(s) or has been dishonest about some important or material matter; or

(c) Agent has committed theft, misappropriated money, or breached any fiduciary duty.

(d) Agent has been previously terminated in accordance with Section 3.2.4 (Termination For Failure to Meet Production Standards) above, Companies reserves the right to immediately terminate this Agreement unless Agent has received prior written approval from the Companies for an exception to this provision.

3.2.6. Agent Certification. If Agent does not comply with the Companies' marketplace requirements or agent certification program, if any, the Companies may terminate this Agreement at their discretion, in accordance with Section 3.2.2.

3.2.7. Immediate payment of sums. Upon termination for any reason, Agent shall immediately pay in cash any sums due to the Companies at the time of termination.

3.2.8. Return of Companies' Property. Agent shall return within five (5) business days of the termination of this Agreement all property belonging to Companies as described in Section 10.1 (Proprietary Information) below.

4. Disclaimer of Interest.

4.1. Agent covenants and agrees that any contracts between the Companies and any Groups or Individuals are the exclusive property of the Companies and Agent has no property or other interest whatsoever in such contracts.

5. Liability Insurance.

5.1. Agent shall obtain, and maintain in effect during the term of this Agreement, errors and omissions liability insurance (with a carrier acceptable to the Companies) covering Agent while performing services under this Agreement. Upon the Companies' request, Agent will furnish a certificate of insurance evidencing such coverage. The errors and omissions insurance will have minimum amounts of \$500,000 per occurrence/ \$750,000 in the aggregate.

6. Entire Agreement.

6.1. This Agreement, the agent application and all schedules, attachments and amendments to this Agreement, and policies, procedures posted on the Agent Center shall constitute the entire agreement between the parties relating to the subject matter of

this Agreement. Each party acknowledges that no representation, inducement, promise or agreement has been made, orally or otherwise, by another party, unless such representation, inducement, promise or agreement is embodied in this Agreement, expressly or by incorporation.

7. Amendment.

7.1. Either party may amend this Agreement upon written notice to the other if amendment is necessary in order to comply with applicable law. The Companies may amend this Agreement upon thirty (30) days' prior written notice to Agent, unless Agent objects in writing within (fifteen) 15 days of the date the Companies notified the Agent of the proposed amendment. If the Companies receive such a timely objection, the Companies and Agent will make a good faith effort to resolve the objection. If the objection cannot be resolved to the mutual satisfaction of the parties, the amendment will go into effect and Agent may terminate the Agreement upon 30 day's written notice to the Companies.

8. Waiver.

8.1. Failure by the Companies to insist upon compliance with any provision of this Agreement at any time or under any set of circumstances shall not operate to waive or modify the provision or in any manner render it unenforceable as to any other time. No waiver of any terms or conditions of this Agreement shall be valid or of any force or effect unless contained in a written memorandum specifically expressing such waiver and signed by a person duly authorized by the Companies to consent to such waiver.

9. Governing Law and Compliance with Laws.

9.1. This Agreement will be governed by, and construed in accordance with the laws of the State of Michigan.

9.2. Companies and Agent shall comply with all applicable state and federal laws and regulations applicable to their businesses, their licenses and transactions into which they enter, including but not limited to all applicable Medicare Advantage, Medicare Part D and/or Medicare Supplement laws, CMS policies and marketing guidelines, as well as the Federal Communications Commission's final rule amending the Telephone Consumer Protection Act.

10. Proprietary Information.

10.1. Agent acknowledges that the Companies have developed certain symbols, trademarks, service marks, data, processes, plans, procedures and information which are proprietary information and trade secrets of the Companies (the "Proprietary Information"). At all times, both during Agent's performance of services pursuant to this Agreement and after the termination of this Agreement, Agent agrees not to use or permit the use of the Proprietary Information, except as expressly contemplated by this Agreement, without the prior written consent of the Companies. Agent shall cease or cause the cessation of any and all usage of the Proprietary Information and shall return any Proprietary Information, including all sales materials for the Plans, to the Companies immediately upon the termination of this Agreement.

11. Confidential Member Information.

11.1. The Companies and Agent acknowledge and agree that health information of the Companies' members, enrollees and insured ("Protected Health Information") is entitled to protection from disclosure beyond the requirements for Proprietary Information. The parties, therefore, agree to protect the confidentiality of Protected Health Information as required by the Health Information and Patient Portability Act of 1996, as amended ("HIPAA"), and including the Health Information Technology for Economic and Clinical Health Act ("HITECH"). Agent may release Protected Health Information only as permitted by HIPAA and HITECH as stated in Section 18.3 below. Furthermore, Agent agrees that to the extent Agent may receive from Companies, or create or receive on behalf of Companies, certain information that is defined as "non-public personal information" under the Gramm-Leach-Bliley Act and its implementing regulations, Agent will only use or disclose such non-public personal information as would be permitted Gramm-Leach-Bliley Act or other applicable federal or state privacy laws.

12. Captions.

12.1. Captions used in this Agreement are for the convenience of the parties only and are not intended to be used in the interpretation of this Agreement.

13. Invalid Provisions.

13.1. Any section, paragraph, sentence, phrase or other provision of this Agreement that is in conflict with any applicable statute or other law or regulation will be considered to be modified or altered to conform to that statute, law or regulation, but if such modification or alteration is not possible, it will be omitted. The invalidity of any portion of this Agreement will not affect the remaining provisions of this Agreement.

14. No Third-Party Obligations.

14.1. The obligations of each party to this Agreement shall ensure solely to the benefit of the other party, and no person or entity shall be a third-party beneficiary of this Agreement.

15. Notices.

15.1. Any notice or other communication to be given pursuant to Section 3.2 of this Agreement shall be in writing and shall be deemed to have been received by the party to whom it is addressed (a) three (3) business days after it is deposited in the United States mail (first-class, airmail, or express mail) in each case delivered to the address set forth below for the recipient. Delivery shall be made to such other address as the receiving party has given notice pursuant to this Section.

15.2. If to the Companies:

Vice President, Sales & Client Services
Priority Health
1231 E. Beltline, NE
Grand Rapids, MI 49425-4501

If to Agent:

Any notices required under this Agreement shall be sent to the email or physical address given by Agent on the signature page below unless a written change of address notification is received from Agent.

15.3. Any information required to be provided "in writing" under this Agreement, other than notices under Section 3.2, may be provided to the other party by United States mail, email or personally at the addresses noted in Section 15.2 above, without evidence of receipt. The Companies shall be considered in compliance with this section by posting information on the Agent Center, so long as the effective date for such new information is no fewer than (thirty) 30 days after the date of posting.

16. Assignment.

16.1. The Companies may assign this Agreement to an affiliated or successor entity. This Agreement is personal to Agent and, therefore, Agent may not assign this Agreement.

17. Relationship of Parties.

17.1. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Companies and Agent other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Except as this Agreement provides otherwise, none of the parties, nor any of their respective employees or agents, shall be construed to be the agent, partner, co-venturer, employee, or representative of the other.

18. Business Associate Agreement

Agent acknowledges in the course of fulfilling its obligations under this Agreement, to have access to certain Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act ("HIPAA")). Agent by entering into this Agreement, agrees to comply with this HIPAA Business Associate Agreement section, by and between Agent ("Business Associate") and Priority Health and its subsidiaries, Priority Health Choice, Inc., Priority Health Insurance Company, and its affiliate Priority Health Managed Benefits, Inc. (collectively, "Priority Health"). In consideration for Business Associate's access to and/or use of Protected Health Information for those purposes allowed by HIPAA and the HITECH Act consistent with the terms of the Agreement, Business Associate and Priority Health agree as follows:

18.1. Definitions. As used in this section of the Agreement:

18.1.1. "Designated Record Set" shall mean a group of records maintained by or for Priority Health that is (i) the medical records and billing records about individuals maintained by or for Priority Health, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Priority Health to make decisions about individuals. As used herein, the term "Record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Priority Health.

18.1.2. "Electronic Protected Health Information" means Protected Health Information transmitted by or maintained in electronic media.

18.1.3. "HIPAA" shall mean the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act, Public Law 104-191, and any amendments thereto.

18.1.4. "HIPAA Transaction" shall mean Transactions as defined in 45 C.F.R. § 160.103 of the Transaction Standards.

18.1.5. "HITECH Act" means Subtitle D of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (42 U.S.C. §§ 17921 - 53).

18.1.6. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

18.1.7. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, as they exist now or as they may be amended.

18.1.8. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Priority Health.

18.1.9. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

18.1.10. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

18.1.11 "Security Standards" shall mean the Security Standards at 45 C.F.R. Parts 160, 162, and 164, as they exist now or as they may be amended.

18.1.12. "Transaction Standards" shall mean the Standards for Electronic Transactions, 45 C.F.R. 160 and 162, as they exist now or as they may be amended.

18.1.13. "Underlying Agreement" shall mean any agreement (or other arrangement) under which Business Associate performs on Priority Health's behalf a function or activity involving the use, disclosure, maintenance, or creation of Protected Health Information.

18.1.14. Terms used, but not otherwise defined, in the Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103 and 164.501.

18.2. Obligations and Activities of Business Associate.

18.2.1. Business Associate shall not, and Business Associate shall require that its directors, officers, employees, and Subcontractors shall not, (i) use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law; (ii) sell Protected Health Information; or (iii) use or disclose Genetic Information except as permitted by 45 C.F.R. § 164.502(a)(5)(i).

18.2.2. Business Associate shall develop, implement, maintain and use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by the Agreement.

18.2.3. Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards in compliance with the HITECH Act, the Security Standards, and any other applicable implementing regulations issued by the U.S. Department of Health and Human Services, to preserve the integrity, confidentiality, and availability of and to prevent non-permitted use or disclosure of Electronic Protected Health Information. Business Associate will develop and implement written policies and procedures for these safeguards and will keep them current.

18.2.4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of the Agreement.

18.2.5. Notification of Privacy or Security Breach.

18.2.5.1. Breach Notification. Business Associate shall report, following discovery and without unreasonable delay, any "breach" of "unsecured Protected Health Information," as these terms are defined in 45 C.F.R. § 164.402. In any event, Business Associate shall make such report within ten (10) days. Business Associate shall cooperate with Priority Health in investigating the breach and in meeting the Priority Health's obligations under the breach notification provisions of HIPAA (45 C.F.R. Part 164 Subpart D).

18.2.5.2. Privacy Breaches. With respect to any incident not subject to reporting under § 2.5.1 of this Agreement, Business Associate shall promptly report to Priority Health any use or disclosure of Protected Health Information of which it becomes aware that is not permitted or required by this Agreement.

18.2.5.3. Security Breaches. With respect to any incident not subject to reporting under § 2.5.1 or § 2.5.2 of this Agreement, Business Associate shall report to Priority Health any successful (a) unauthorized access, use, disclosure, modification, or destruction of Priority Health's Electronic Protected Health Information or (b) unauthorized interference with system operations in Business Associate's information system, of which Business Associate becomes aware. Business Associate shall, upon Priority Health's request, report to Priority Health any attempted, but unsuccessful (a) unauthorized access, use, disclosure, modification, or destruction of Priority Health's Electronic Protected Health Information or (b) unauthorized interference with system operations in Business Associate's information systems, of which Business Associate becomes aware.

18.2.6. Business Associate agrees to ensure that any Subcontractor to whom it provides Protected Health Information agrees in writing to the same restrictions and conditions that apply through the Agreement to Business Associate with respect to Protected Health Information and Electronic Protected Health Information.

18.2.7. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to Priority Health, or at the request of Priority Health to the Secretary, in a time and manner designated by Priority Health or the Secretary, for purposes of the Secretary determining Priority Health's compliance with the Privacy Rule.

18.2.8. Business Associate agrees to document disclosures of Protected Health Information, and information related to such disclosures, as would be required for Priority Health 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. Business Associate agrees to implement an appropriate record keeping process that will track, at a minimum, the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure.

18.2.9. Business Associate agrees to provide to Priority Health or an Individual, in a time and manner designated by Priority Health, information collected in accordance with Section 18.1.8 of the Agreement, to permit Priority Health to respond to a request by an Individual for an accounting of disclosures of Protected Health Information during the six (6) years prior to the date on which the accounting was requested, in accordance with 45 C.F.R. § 164.528.

18.2.10. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of Protected Health Information, Priority Health shall have the right to control Business Associate's response to such request. Business Associate shall notify Priority Health of the request as soon as reasonably practicable, but in any event within two (2) business days of receipt of such request.

18.2.11. Business Associate shall promptly provide to Priority Health information in a Designated Record Set as necessary for Priority Health to comply with an Individual's request for access pursuant to 45 C.F.R. § 164.524.

18.2.12. Upon direction from Priority Health, Business Associate shall amend records in a Designated Record Set as necessary for Priority Health to comply with an Individual's amendment request pursuant to 45 C.F.R. § 164.526.

18.2.13. Business Associate shall comply with any limitation in Priority Health's notice of privacy practices of which Priority Health makes Business Associate aware pursuant to Section 18.4.1 of this Agreement. Business Associate shall comply with any restriction request or confidential communications request to which Priority Health agrees, provided that Priority Health makes Business Associate aware of the request pursuant to Section 18.4.3 of this Agreement.

18.2.14. To the extent that Priority Health delegates to Business Associate any obligation imposed on Priority Health by the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Priority Health in the performance of such delegated obligation.

18.2.15. Business Associate shall encrypt Electronic Protected Health Information prior to saving it on portable media. In other circumstances, Business Associate shall encrypt Electronic Protected Health Information whenever reasonably practicable.

18.2.16. Business Associate shall provide Priority Health a list of personnel who are authorized to receive Protected Health Information pursuant to this Agreement.

18.3. Permitted Uses and Disclosures by Business Associate.

18.3.1. General Use. Except as otherwise limited in the Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Priority Health, provided that such use or disclosure would not violate (i) the Privacy Rule or the HITECH Act if done by Priority Health or (ii) the minimum necessary policies and procedures of Priority Health.

18.3.2. Specific Use and Disclosure Provisions.

18.3.2.1. Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

18.3.2.2. Except as otherwise limited in the Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that (i) 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 (ii) the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

18.3.2.3. Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Priority Health as permitted by 45 C.F.R. § 164.504 (e)(2)(i)(B).

18.3.2.4. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

18.4 Obligations of Priority Health.

18.4.1 Priority Health shall notify Business Associate of any limitation(s) in the notice of privacy practices of Priority Health in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

18.4.2 Priority Health shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

18.4.3 Priority Health shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Priority Health has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

18.4.4 Priority Health shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Priority Health, except as specifically allowed by section 18.3.2 of the Agreement.

18.5 Term and Termination.

18.5.1 Term. The Term of the Agreement shall be effective as of the date it is executed, and shall terminate upon termination of the Underlying Agreement.

18.5.2 Priority Health's Termination for Breach. Upon Priority Health's knowledge of a material breach of the terms of the Agreement by Business Associate, Priority Health shall:

18.5.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement and the Underlying Agreement if Business Associate does not cure the breach or end the violation within the time specified by Priority Health; or

18.5.2.2 Immediately terminate the Agreement and the Underlying Agreement if Business Associate has breached a material term of the Agreement and cure is not possible.

18.5.3. Other Conditions Allowing for Immediate Termination. Notwithstanding anything to the contrary in the Agreement, Priority Health may terminate the Agreement immediately upon written notice to Business Associate, without any term of notice and/or judicial intervention being required, and without liability for such termination, in the event that:

18.5.3.1 Business Associate receives (i) a criminal conviction, (ii) is excluded, barred or otherwise ineligible to participate in any government health care program, including but not limited to Medicare, Medicaid, CHAMPUS or Tricare; (iii) is named as a defendant in a criminal proceeding for a violation of any information privacy and protection law; or (iv) is found to have or stipulates that it has violated any privacy, security or confidentiality protection requirements under any applicable information privacy and protection law in any administrative or civil proceeding in which Business Associate has been joined;

18.5.3.2. A trustee or receiver is appointed for any or all property of Business Associate;

18.5.3.3. Business Associate becomes insolvent or unable to pay debts as they mature, or ceases to so pay, or makes an assignment for benefit of creditors;

18.5.3.4. Bankruptcy or insolvency proceedings under bankruptcy or insolvency code or similar law, whether voluntary or involuntary, are properly commenced by or against Business Associate; 18.5.3.5 Business Associate is dissolved or liquidated.

18.5.4. Effect of Termination.

18.5.4.1 Except as provided in Section 18.5.4.2 of this section, upon termination of the Agreement for any reason, Business Associate shall return to Priority Health or destroy all Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of Business Associate's Subcontractors, as well as to Protected Health Information in Business Associate's possession. Business Associate shall retain no copies of the Protected Health Information.

18.5.4.2. In the event that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

18.6 Miscellaneous.

18.6.1 Amendment. No provision of the Agreement may be modified except by a written document signed by a duly authorized representative of the parties. The parties agree to amend the Agreement, as appropriate, to conform to any new or revised legislation, rules and regulations to which Priority Health is subject now or in the future including, without limitation, the Privacy Rule, Security Standards or Transactions Standards (collectively "Laws").

18.6.1.1 Automatic Amendment to Agreement. By providing Business Associate notice of an amendment to this Agreement at least thirty (30) days prior to the amendment's effective date, Priority Health may amend the Agreement to reflect changes to Priority Health's policies for complying with or changes to applicable law. Business Associate may reject the terms of the amendment by providing written notice of rejection to Priority Health's Legal Department within thirty (30) days of receiving the amendment. If Business Associate fails to provide such notice, Business Associate will be deemed to have agreed to the amendment and the amendment will be binding on Business Associate without signature or other action by Business Associate. If Business Associate rejects the terms of the amendment, Priority Health may terminate this Agreement and the Underlying Agreement.

18.6.2 Assignment. No party may assign or transfer any or all of its rights and/or obligations under the Agreement or any part of it, nor any benefit or interest in or under it, to any third party without the prior written consent of the other party, which shall not be unreasonably withheld.

18.6.3 Survival. The respective rights and obligations of Business Associate under Section 18.5.4 of the Agreement shall survive the termination of the Agreement.

18.6.4 Interpretation. Any ambiguity in the Agreement shall be resolved to permit Priority Health to comply with the Privacy Rule, Security Standards, Transaction Standards, and HITECH Act.

18.6.5 Indemnification. Business Associate shall indemnify Priority Health for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, that Priority Health incurs arising from a violation by Business Associate of its obligations hereunder. In turn, Priority Health shall indemnify Business Associate for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, that Business Associate incurs arising from a violation by Priority Health of its obligations hereunder.

18.6.6 Exclusion from Limitation of Liability. To the extent that Business Associate has limited its liability under the terms of a separate agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude all damages to Priority Health arising from Business Associate's breach of its obligations relating to the use and disclosure of Protected Health Information.

18.6.7 Third Party Rights. The terms of the Agreement are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate and Priority Health.

18.6.8 Entire Agreement. The Agreement constitutes the entire agreement of the parties with respect to the parties' compliance with federal and/or state health information confidentiality laws and regulations, as well as the parties' obligations under the business associate provisions of 45 C.F.R. parts 160 and 164. The Agreement supersedes all prior or contemporaneous written or oral memoranda, arrangements, contracts or understandings between the parties hereto relating to the same. The Agreement does not supersede any prior or contemporaneous written or oral memoranda, arrangements, contracts or understandings between the parties hereto relating to the confidentiality of other Priority Health proprietary and/or confidential information that is not covered by the above laws relating to health information protection.

18.6.9 Electronic Transactions. If Business Associate conducts in whole or part a HIPAA Transaction for or on behalf of Priority Health, Business Associate shall comply, and shall require any Subcontractor involved with the conduct of such HIPAA Transaction to comply, with each applicable requirement of 45 C.F.R. Part 162.

18.6.10 Minimum Necessary. Business Associate shall request from Priority Health or a third party only the minimum amount of information necessary to perform services under the Agreement. Business Associate shall develop, implement, maintain and use policies and procedures to limit uses and disclosures of Protected Health Information to the minimum necessary to perform services under the Agreement.

18.6.11 Injunctive Relief. Business Associate acknowledges and stipulates that its unauthorized use or disclosure of Protected Health Information while performing services pursuant to the Agreement or the Underlying Agreement would cause irreparable harm to Priority Health, and in such event, Priority Health shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from Business Associate costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement.

18.6.12 Notice. Section 15 above shall govern all notices required under this Section 18.

18.6.13 Owner of Protected Health Information. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any Protected Health Information under the terms of the Agreement.

19. Assignment of Commissions.

19.1 The Companies will calculate the Commission based on actual premium payments received as set forth in Section 2 of the Agreement.

19.2 Commissions will not be paid for any time in which the Agent's Health and Life license is suspended or terminated.

19.3 Commissions will not be adjusted based on contract gains/losses, other than at renewal.

19.4 Commission payments will be made via Electronic Funds Transfer ("EFT"). EFTs happens on the 7th day of each month, unless it falls on a weekend or holiday, then it is the following business day. If the direct deposit information is filled out incorrectly Companies will notify the Agent with the contact information provided and commissions will be suspended until updated information is received

19.5 Notice of Change ("NOC"). If Agent receives a NOC from their bank they have thirty (30) days from the time they receive the notice to update their information with the Company, otherwise commissions will be suspended until updated information is received.

19.6 Commissions will not be paid for any month in which the companies do not receive premium.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PRIORITY HEALTH
PRIORITY HEALTH MANAGED BENEFITS, INC.
PRIORITY HEALTH INSURANCE COMPANY

Joan Budden
Chief Marketing Officer

Agent acknowledges the HIPAA BAA:

*

I have read Section 18, HIPAA Business Associate Agreement, and understand that this agreement contains amendments pertaining to the HIPAA Omnibus Final Rule. I understand that this new business associate agreement has pertinent changes that reflect duties that I have as an agent and business associate of Priority Health. I also understand that pursuant to this new rule, I must maintain a copy of this agreement for any future auditing purposes.

Agent accepts agreement:

I have read and agree to the agent agreement terms listed above.

*

Agent signature:

Enter your first and last name

*

Schedule A: Employer group commercial plans

This Schedule A is entered into pursuant, and subject to, the terms and conditions of a certain Agent Agreement (the "Agreement"). This Schedule A includes the requirements for Agent to sell Priority Health commercial plans to employer groups.

1. The Agent of Record Policy may be found in your online Agent Center at www.priorityhealth.com.
2. The standard Commission Schedule for sales to Groups may be found in your online Agent Center. You can access it after you receive your username and password.
3. For Groups with fewer than 100 eligible employees, Priority Health and/or PHIC will pay to Agent the amounts posted on the Agent Center.
4. For Groups with more than 100 eligible employees, Priority Health or PHIC will collect commissions from Groups on behalf of their Agents, and then forward the amounts earned and collected to the Groups' respective Agents.
5. Retroactive additions and deletions of contracts will be recognized and adjusted up to ninety (90) days from the date of the initial sale or most recent renewal date. The Companies shall recover Commission overpayments made to Agents as set forth in Section 2.7 of the Agreement.
6. The Companies will calculate the Commission based on actual premium payments received as set forth in Section 2 of the Agreement.
7. Commissions will not be paid for any time in which the Agent's Health and Life license is suspended or terminated.
8. Commissions will not be adjusted based on contract gains/losses, other than at renewal.

Acknowledge Schedule A:

I have read and agree to Schedule A - Employer group commercial plans

*

Schedule B: Individual plans - MyPriority

This Schedule B is entered into pursuant, and subject to, the terms and conditions of a certain Agent Agreement (the "Agreement"). This Schedule includes the requirements for Agent to sell Priority Health plans to eligible individuals.

Terms of agreement

1. **Marketing Individual Plans.** The Companies authorize Agent to represent, and Agent agrees to represent, the Companies in the marketing of the Individual Plans to Individuals. In representing the Companies in the marketing of the Individual Plans, Agent shall comply with the general terms as set forth in the body of this Agent Agreement.
2. **Commissions on Termination of Agreement with Cause.** Upon termination with cause, Companies shall pay Agent commissions which are earned prior to termination of this Agreement but have not been paid. Commissions are considered earned for premiums paid through the end of the month in which this Agreement is terminated.
3. **Companies' Business.** Without liability to Agent, the Companies may in their sole discretion, periodically and at any time:
 - Retire and/or withdraw from any territories;
 - Discontinue and/or withdraw any plan or product in any territory without prejudice to their right to continue use of the Plan or product in any other territory;
 - Discontinue and/or withdraw any plan or product in all territories;
 - Resume the issuance or use of any plan or product in any territory or territories at any time.

Acknowledge Schedule B:

I have read and agree to Schedule B: Individual plans - MyPriority

*

Schedule C: Medicare

This Schedule C is entered into pursuant, and subject to, the terms and conditions of a certain Agent Agreement (the "Agreement"). This Schedule C includes the requirements for Agent to sell Priority Health Medicare plans to eligible individuals and Medicare Employer Group Waiver Plans to employer groups.

Priority Health has been designated by the Center for Medicaid and Medicaid Services ("CMS") as a sponsor of Medicare Advantage and Medicare Advantage Prescription Drug plans. Together, the Medicare Advantage plans and the Medicare Advantage Prescription Drug Plan ("PDP") are referred to as "Priority Health Medicare" plans. Priority Health and Agent may sometimes be referred to individually as "party" or jointly as the "parties."

1. Agent agrees to comply with any and all applicable federal and state laws and regulations that govern Priority Health Medicare plans and to cooperate and comply with any and all policies, procedures, instructions and directives, oral or written, that Priority Health may require to ensure compliance with such laws and regulations. Specifically, compliance with this provision includes, but is not limited to, compliance with the Priority Health Medicare Training Manual, CMS Medicare Marketing Guidelines, and the CMS Medicare Managed Care Manual, including the Part D requirements. Agent agrees to promptly report to Priority Health all marketing allegations, as defined in the Priority Health Medicare Training Manual. Agent understands that any finding of fault relating to a marketing allegation or any violation of this provision will result in immediate termination of this Agreement.
2. Agent agrees to promptly notify Priority Health of any disciplinary proceedings related to Agent's certification for Medicare Advantage and/or MAPD sales, including notice of any investigatory proceedings instituted by CMS and/or the State of Michigan's licensing authority.
3. Agent agrees to comply with all sales performance standards established by Priority Health, written or oral, which shall include, but are not limited to, the following:

Agent must submit completed enrollment forms to Priority Health within two (2) business days (24 hours during the last week of the month) from the date Agent receives such leads; and


Agent must participate in all Priority Health Medicare-related training, including, but not limited to, webinar or online training, as directed by Priority Health.

Agent understands and agrees that Priority Health may modify, enhance or otherwise alter its sales performance standards at any time at its sole discretion.

4. Agent represents and warrants that Agent is licensed by the State of Michigan to sell the Priority Health Medicare plans, will maintain appropriate licenses at all times, and will provide Priority Health with written proof of such licensure upon execution of this Agreement, if not previously provided to Priority Health. Pursuant to Michigan state law, Priority Health may not pay any commission or other remuneration to Agent unless Agent's current and valid license is on file with Priority Health. Continued solicitation for Priority Health Medicare plans shall be contingent upon the continuing qualification of Agent by possession of the required licenses, appointments, and certifications.

Agent shall promptly notify Priority Health of any disciplinary proceedings related to such licenses, including notice of any investigatory proceedings instituted by CMS and/or the State of Michigan's licensing authority.

5. Agent shall not broadcast, publish or distribute any advertisements or other information about Priority Health Medicare plans without Priority Health's prior written approval.
6. If a member requests a change in the Agent of Record, Priority Health shall, at its sole discretion, pay the remaining Annual Retention Payment to the new agent or discontinue payment of the Annual Retention Payment.
7. If this Agreement is terminated by either party for any reason, Priority Health will pay no compensation after the termination date except as allowed under this paragraph. Priority Health will pay to Agent the Initial Payment for each new member with an effective date no more than three (3) months after the termination date. No Renewal Payments will be made after the termination date.
8. Priority Health will only pay compensation to Agent if Agent delivers a completed Priority Health Medicare enrollment form for each applicant within two (2) business days (24 hours during the last week of the month) after receipt of such completed enrollment form from the applicant. Agent must deliver original copies to:

Priority Health Medicare
MS1125
1231 East Beltline NE
Grand Rapids, Michigan 49525
Fax: 616 975-0281 
Or submit electronically at www.priorityhealth.com/medicare

9. Compensation paid to Agent as described in this Agreement is contingent upon Agent maintaining Agent's certification to market and sell Priority Health Medicare plans, including completion of the annual recertification program as provided by Priority Health.
10. If Priority Health terminates this Agreement based on a finding of fraud committed by Agent, for a finding of fault pursuant to a marketing allegation, for the suspension or revocation of Agent's license or for any other regulatory or legal action related to or affecting Agent's performance pursuant to this Agreement, Priority Health will not pay any outstanding compensation to Agent after the termination date. Agent may not assign this Agreement without the prior written consent of Priority Health. Agent may assign compensation to be paid under this Agreement upon written notice to Priority Health. This Schedule C and the Agent Agreement constitutes the entire agreement between the parties for the Priority Health

Medicare plans and supersedes all previous agreements, discussions or negotiations, oral or written, between Priority Health and Agent with respect to Priority Health Medicare plans.

11. Any enrollment forms, applications, or other materials relating to Priority Health Medicare plans shall be maintained for a period of ten (10) years in accordance with CMS requirements.
12. This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of the State of Michigan. Federal law shall apply and shall preempt state law when Medicare laws or regulations apply.
13. If any provision of this Agreement is in conflict with or is rendered invalid or unenforceable by any local, state or federal law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, if the essential provisions of this Agreement for each party remain valid, binding, and enforceable. This Agreement shall be deemed automatically amended to comply with all applicable local, state and federal laws, rules and regulations. This Agreement will terminate automatically upon any determination by CMS or any other government authority indicating that the Agreement is improper.
14. The parties agree that this Agreement and all information relating to membership and individual members and prospective members shall be considered confidential and shall be treated as such. Agent acknowledges and agrees that he or she is a Business Associate of Priority Health and the provisions of the Business Associate Agreement apply to Agent. This provision shall survive the termination of this Agreement.
15. The parties agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, whether involving a claim in tort, contract or otherwise, shall attempt to be resolved through facilitative mediation and, if unsuccessful, will be settled by final and binding arbitration in accordance with the Federal Arbitration Act.

Acknowledge Schedule C:

I have read and agree to Schedule C: Medicare

*

Schedule D: Medicare supplement (Medigap)

This Schedule D is entered into pursuant, and subject to, the terms and conditions of a certain Agent Agreement (the "Agreement"). This Schedule D includes the requirements for Agent to sell Priority Health Medicare Supplement ("Medigap") plans to eligible individuals.

Recitals

Priority Health has a certificate of authority to operate a health maintenance organization, offering Medigap plans. The State of Michigan's licensing authority has authorized Priority Health to offer Medicare Supplement plans.

Agent is licensed in Michigan to market or sell individual health benefit plans.

Agent is designated as Agent by a member of the general public ("Individual") purchasing a Plan.

Terms of Agreement

1. **Marketing Medicare Plans to Individuals.** The Companies authorize Agent to represent, and Agent agrees to represent, the Companies in the marketing of the Medigap Plans to Individuals. In representing the Companies in the marketing of the Medigap Plans, Agent shall:
 - 1.2 Only utilize Medigap sales material, including advertising materials, provided by the Companies, and approved by the State of Michigan's licensing authority.
 - 1.3 Make no misrepresentations concerning the Companies, the Medigap Plans, or any related matter, and comply with any and all applicable requirements that govern Companies' Medigap plans, cooperate and comply with any and all policies, procedures, instructions and directives, oral or written, that Companies may require to ensure compliance with such requirements.
 - 1.4 Agent agrees to promptly report to Companies all marketing allegations. Agent understands that any finding of fault relating to a marketing allegation or any violation of this provision will result in immediate termination of this Agreement.
 - 1.5 Agent shall use his or her best efforts to ensure that each application for the Medigap Plans is fully and truthfully completed by the applicant.
 - 1.6 Agent agrees to promptly notify the Companies of any disciplinary proceedings related to Agent's License, including notice of any investigatory proceedings instituted by the State of Michigan's licensing authority.
 - 1.7 Agent warrants that he/she has not been convicted of any criminal act involving dishonesty or breach of trust or been convicted of an offense under Section 14033 of the Violent Crime Control and Law Enforcement Act of 1994. Further, Agent agrees to immediately inform the Companies of any conviction of the types described in the preceding sentence.
2. **Commissions on Termination of Agreement with Cause.** Upon termination with cause, Companies shall pay Agent commissions which are earned prior to termination of this Agreement but have not been paid. Commissions are considered earned for premiums paid through the end of the month in which this Agreement is terminated.
3. **Companies' Business.** Without liability to Agent, the Companies may, in their sole discretion, periodically and at any time:

Retire and/or withdraw from any territories;

Discontinue and/or withdraw any plan or product in any territory without prejudice to their right to continue use of the Plan or product in any other territory;

Discontinue and/or withdraw any plan or product in all territories;

Resume the issuance or use of any plan or product in any territory or territories at any time.

Acknowledge Schedule D:

I have read and agree to Schedule D: Medicare supplement



Authorization for Automatic Deposit

This form will update account information associated to commissions processed by AHCP. To update direct deposit information for commissions processed by an insurance carrier you must complete the carriers direct deposit authorization form. Forms are located in the AHCP Forms Library.

Agent or Agency Name	
Social Security Number or Tax ID Number	
Phone Number	Email Address
Please indicate transaction type: <input type="checkbox"/> Set-Up <input type="checkbox"/> Change <input type="checkbox"/> Cancel	
Please indicate type of account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
Name of Financial Institution:	
Bank—City, State, Phone Number:	
Routing Number:	
Account Number:	

I hereby authorize AHCP to initiate direct deposit of commissions and, if necessary, make corrections for any entries made to my account in error.

Agent Signature _____ **Date** _____

PLEASE INCLUDE A COPY OF A VOIDED CHECK

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



PRODUCER AGREEMENT

This MARKETING AGREEMENT (“Agreement”) is entered into by and between America’s Health Care/RX Plan AGENCY, Inc., a Delaware Corporation (“AHCP”) and _____, as Agent (“Agent”). The Agreement shall become effective upon Agent’s licensure and appointment.

1. Appointment. AHCP appoints Agent to act as marketer soliciting sales of products offered by and through AHCP and its authorized Carriers. “Carrier” means any insurance company or membership association with whom AHCP has entered into a master marketing agreement.

2. Relationship and Authority. The relationship of Agent to AHCP and scope of authority are set forth in the [Agent Guidelines](#). Agent and Sub-Agents must be properly licensed and approved and appointed by AHCP. “Sub-Agent” means a person or entity that has executed a Producer Agreement with AHCP. Sub-Agents may be solicited by Agent or assigned to Agent by AHCP. Once the Sub-Agent’s paperwork has been submitted and approved by AHCP, the Sub-Agent will be enrolled with all AHCP Carriers under the Agent. A Sub-Agent may not sell products from different AHCP Carriers under different Agents. Agent agrees to comply with the liability insurance requirements set forth in the [Agent Guidelines](#). Agent shall be solely responsible for paying all expenses incurred by Agent in performance of this Agreement, including all license fees, appointment fees, bond fees, and fees and taxes required by any federal, state, or local government. A Sub-Agent may submit a written request to AHCP to be transferred to another Agent if (1) the Sub-Agent has not sold business for at least six-months, and (2) has no outstanding balance with AHCP. If the Agent has sold business, they must obtain a written release from their current Agent. If the Sub-Agent has an outstanding debit balance, the new Agent must agree to assume liability for the balance before the transfer will be approved.

3. Commissions. Subject to all terms of the Agreement, AHCP or its delegate will compensate Agent with the commissions as determined by each Carrier. AHCP does not impose a vesting schedule on Agent. Agent is immediately vested per each Carrier’s requirements. AHCP will use reasonable efforts to provide vesting information from Carriers to Agent. Confirmation of 1st year and renewal percentage shall be made available to Agent upon written request to AHCP. Commissions may be modified by AHCP within ten (10) days notice to Agent as set forth in [Agent Guidelines](#). Commissions paid to Agent will be net of any commissions paid to the Sub-Agent. AHCP reserves the right to approve all commission percentage to Sub-Agents, which approval shall not be unreasonably withheld. No commission shall be deemed earned until the policy or membership agreement is issued, delivered, and accepted by the applicant. Commissions will not be paid until AHCP collects or received payment of its commission.

4. Advance Commissions/Debit Balances. AHCP or Carriers on AHCP’s behalf may, at its discretion, make advances to Agent in anticipation of future commissions subject to the rules set forth in [Agent Guidelines](#). Such advances will create debit balances, which both parties expressly agree are loans from AHCP. In consideration for the advance commissions, Agent agrees to repay to AHCP or their assigns, the debit balances and interest. AHCP reserves the right to charge interest on all debit balances. Agent is financially responsible to AHCP and their assigns, for any and all debit balances due by Agent, any Sub-Agent, or any Sub-Agent from with Agent receives an override. Agent and Sub-Agents shall assume the full and complete advance balance and debit balance of any Sub-Agent. In the event of a transfer of an Agent from one manager to another, debit balance will transfer to the new manager who agrees to assume financial responsibility for repayment. Coincident with that transfer, all rights to any future earned commissions attributable to the account, and tax benefits, will also be transferred to Agent. Agent shall submit to financial audits and will confirm debit balances upon written request from AHCP. **Agent expressly agrees to be bound by all rules and conditions set forth in [Agent Guidelines](#).**

5. Carrier Requirements. Agent will comply with all Carrier requirements, including providing information or executing forms. Failure to comply may result in forfeiture of commissions and appointment by Carrier.

6. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice. AHCP may terminate immediately “for cause” (as defined in [Agent Guidelines](#)) with written notice to Agent. If this Agreement is terminated for cause, then all of Agent’s right to any compensation shall be immediately terminated. Upon termination of this Agreement, AHCP may reassign, solicit, appoint or otherwise work with the Sub-Agents of Agent.

7. Exclusivity. During the term of the Agreement, AHCP should be the primary supplier of all products to be promoted and sold by Agent and Sub-Agents. Agent may be licensed with other insurance companies to sell other product lines. However, Agent may not recruit AHCP Agents to sell product lines of other insurance companies.

8. Premiums. Agent shall immediately remit all premiums collected or received by Agent and its Sub-Agents in accordance with the guidelines of AHCP. Initial premium may be presented with the application to be accepted by AHCP or Carrier.

9. Rolling Business. AHCP acknowledges that Agent must act in the client’s best interest when recommending changes of carriers. However, Agents agrees that the moving of a block of business to another carrier, for the sole purpose of generating or increasing commissions, is not permitted by AHCP.

10. Records. Agent shall keep records and provide reports as set forth in [Agent Guidelines](#). AHCP or Carrier will furnish Agent with a monthly statement of Agent’s account and will pay any amounts due, subject to other provisions of the Agreement. Agent must report any discrepancies and return payment without 30 days or payment will be deemed accepted.

11. Printed Material. AHCP will furnish all printed matter necessary for doing business under the Agreement. Agent and Sub-Agents will not use any materials referring to AHCP or Carriers without first securing written approval. All printed materials furnished are property of AHCP and shall be promptly returned upon request or when Agreement terminates.

12. Refunds and Rejections. Subject to state law, Carrier reserves the right to reject any applications for insurance without specifying cause, and to cancel, refuse to renew, or modify and policy. In such cases, all premiums will be refunded.

13. Discontinuance of Policy Forms. Without incurring any liability, AHCP or Carrier may discontinue, replace, or withdraw any policy. AHCP or Carrier may also determine commissions and renewal commissions on any policy not scheduled herein.

14. Proprietary Information. Agent agrees to fully comply with all requirements set forth in [Agent Guidelines](#).

15. Indemnity. Agent agrees to indemnify AHCP, Carrier, affiliates, shareholders, directors, officers, and employees and to hold them harmless from all expenses, liabilities, cost, causes of action, loss, damage, and expense, including attorney’s fees and costs of litigation, resulting from any breach of the Agreement or unauthorized, negligent or wrongful act, omission, statement, or presentation by Agent, Agent’s employees and Sub-Agents.

16. Assignment. AHCP may assign its rights to a third party. Agent may not, without the express prior written consent of AHCP, assign any of its rights, responsibilities or commissions. AHCP will have a superior, continuing security interest in all commissions prior to the right of any permitted assignee. Any assignment so authorized shall be subject to any and all indebtedness of Agent to AHCP then existing or thereafter accruing.

17. Security Interest. To secure the payment of any indebtedness and performance of Agent of all terms of the Agreement, Agent agrees to assign commissions to AHCP pursuant to the terms set forth in Addendum A.


18. Applicable Law. The Agreement shall be governed by the laws of Texas with exclusive venue in Tarrant County, Texas.

19. Partial Invalidity. If any provision of this Agreement is declared invalid for any reason, the invalidity of that provision shall not affect the validity of any other provision of this Agreement.

20. Entire Agreement. This Agreement, including Addendum A in the [Agent Guidelines](#), constitutes the entire agreement and supersedes and replaces any and all prior written or oral agreement between these parties. This Agreement may not be modified without written consent of both parties and shall be binding upon the successors and heirs of the parties hereto.

Executed as the _____ day of _____ 20____.

By: _____
Agent's Signature Print Name

By: 
Aaron Goddard, Vice President
America's Health Care/RX Plan Agency, Inc.

ADDENDUM A
ASSIGNMENT OF COMMISSIONS AGREEMENT

AHCP agrees to provide Agents with the following benefits and services:

- Lead Marketing Credits for each issued policy where applicable (varies by product)
- Incentive trip credits
- Free replicated Website
- Training program, web conference, and training materials
- Marketing Materials for proprietary products
- Advances funded by AHCP
- Toll free agent service line
- Weekly newsletter that includes all Carrier updates in one place in addition to important announcements and weekly agent rankings.

In exchange for access to AHCP programs and services, Agent agrees to the assignment to AHCP of all commissions earned, subject to the following terms and conditions:

1. All earned commissions assigned to and received by AHCP are received on the Agent's behalf and will promptly be paid out in its entirety to the Agent pursuant to the commissions structure and advance commission agreement between AHCP and the Agent. All commission payments will be made by AHCP or its delegate.
2. Agent may, upon written notice to AHCP, opt out of receiving any advance commissions. AHCP will pay out to Agent all earned commissions.
3. AHCP reserves the right to modify commission or advance commission agreements to providing 10 days advance written notice to Agent.
4. Agent expressly acknowledges that advance commission from AHCP may result in debit balances being owed by Agent to AHCP. Agent understands that these debit balances are loans which are tied to Agent and must be repaid to AHCP. If AHCP determines that monthly commissions will not satisfy the debit balance within 10 months, AHCP may, upon written notice to Agent, use Agent's commissions from any AHCP Carrier to reduce any debit balances.
5. AHCP may not assign commissions to any unaffiliated party without Agent's express written consent.
6. This assignment only applies to commissions for AHCP business while this agreement is in effect. Subject to use of commission to repay debit balances owed, AHCP shall retain no interest in or control of business sold by Agent. AHCP expressly acknowledges that this agreement in no way changes or affects the Agent's status as "Agent of Record" for any business for which commissions have been assigned to AHCP.
7. This assignment may be revoked by Agent upon 30 days written notice to AHCP and the Carrier. Once revoked, Agent will be entitled to receive commissions from Carriers so long as all debit balances with AHCP have been paid.
8. AHCP does not impose a vesting schedule on Agent. Agent is immediately vested per Carrier's requirements. AHCP will use reasonable efforts to provide vesting information from Carriers to Agent.

Agent Signature

Date