



Thank you for your interest in becoming an appointed insurance producer for HealthAmericaOne. This package contains all the forms and applications necessary to become appointed and authorized to sell HealthAmericaOne products. **Please be aware that we do not appoint producers until they have been thoroughly educated on our products, underwriting guidelines and sales process.**

To become an appointed HealthAmericaOne producer, please complete and return the following paperwork and appointment fee(s).

The following apply to all states.

- Certificate of Completion
- Producer Agreement and Producer Addendum
- Copy of your current Pennsylvania and/or Ohio insurance license
- Copy of your current Errors & Omissions policy
- Application for Appointment
- Completed W-9 Request for Taxpayer ID Number and Certification Form
- Completed Electronic Fund Transfer Authorization Form (**if direct deposit is not elected, checks are issued quarterly**)
- A \$15.00 fee for Pennsylvania appointment and/or a \$20.00 fee for Ohio appointment must accompany paperwork (**make checks payable to: HealthAmerica Pennsylvania, Inc.**)

Should you have any questions or require further information, please contact your HealthAmericaOne Account Executive.



PRODUCER AGREEMENT

THIS PRODUCER AGREEMENT (this "Agreement") is made this ____ day of _____, 20__ by and between COVENTRY HEALTH & LIFE INSURANCE COMPANY, a Delaware corporation ("CHL") and _____, an individual ("Individual Producer"). (Individual Producer is referred to herein as "Producer"). (CHL is a managed care organization referred to herein as "MCO"). MCO and Producer are sometimes referred to in this Agreement individually as the "Party" and collectively as the "Parties".

WHEREAS, MCO offers non-employer Ohio group trust health policies to eligible individuals and their eligible dependents residing in Pennsylvania or Ohio (the "Individual Product"); and

WHEREAS, Producer and MCO desire to enter into this Agreement.

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

1. Authorization to Sell the Individual Product. Producer is hereby authorized by MCO to present the Individual Product to individuals, provided that: (i) Producer and such presentation complies with the terms and conditions of this Agreement; and (ii) Producer informs the individual that he or she is not accepted for coverage by MCO unless and until MCO has so notified the individual that he or she is accepted for coverage, and MCO has notified individual that the premium rates offered to individual are final. Producer is specifically restricted from marketing the Individual Product to individuals residing outside of the service area for the trustee of the group trust, HealthAmerica Pennsylvania, Inc.

Producer shall have no authority other than as expressly granted herein, including but not limited to, no authority to: make or discharge contracts for MCO; grant permits; to reject or accept any individuals solicited by Producer; quote extra rates for special risks; make endorsements; incur any liability on behalf of MCO; waive, alter or amend the performance, provisions, terms or conditions of any contract for MCO; or accept renewal premiums or bind MCO in any way. Producer is not authorized to make any payment to any party in connection with this Agreement unless such payment is first authorized by MCO in writing.

"Subscriber" shall mean an eligible individual who has entered into a non-employer group trust contract with MCO to provide non-group health care benefits to themselves and their eligible dependents.

2. Duty of Producer.

- 2.1. Presenting the Individual Product. Producer shall present the Individual Product to individuals in the best light possible, in a factually accurate manner and only in accordance with MCO quote submission guidelines in effect at the time the quote is presented. Producer shall not present the Individual Product to individuals that do not meet MCO's underwriting guidelines, which shall be in

accordance with applicable law and regulation.

2.2. Producer License. Producer shall maintain its Producer license with the Commonwealth of Pennsylvania or State of Ohio in good standing and shall notify MCO immediately should its license expire or be terminated, surrendered, suspended, revoked or negatively affected in any way.

2.3. Maintain Insurance. Producer shall maintain professional liability insurance reasonably sufficient to cover any professional liability, but no less than \$1,000,000 per incident/\$3,000,000 per year. Professional liability that shall be insured under such insurance shall include, but not be limited to, liability that Producer may incur as a result of presenting the Individual Product to Individuals or Producer's actions or omissions related in any way to this Agreement.

3. Payment of Commission. MCO shall pay Producer a commission at the rates, and in accordance with the terms and conditions, set forth in this Agreement. Compensation paid shall be limited to business written after the effective date of this Agreement.

3.1. Preconditions to Payment of Commissions. In order to receive a commission for the sale of the Individual Product to an individual, all of the following conditions must be met.

3.1.1. MCO has on file at its offices: (i) Producer's completed and current W-9 form, (ii) a current application stating Producer-of-record, (iii) executed Producer Agreement; and

3.1.2. MCO has actually received the premiums related to the commissions due to Producer; and

3.1.3. Producer maintains his/her professional license with the Commonwealth of Pennsylvania and/or State of Ohio.

3.2. Recently Terminated Subscriber. Notwithstanding anything to the contrary in this Agreement, no commission will be paid with regard to a Subscriber(s) that terminated his/her enrollment in an MCO or affiliate product some time in the 12 months preceding the proposed effective date unless MCO determines, in its sole discretion, that Producer was instrumental in the Subscriber enrolling in the Individual Product.

3.3. Producer's Death. In the event of the Producer's death, MCO will not pay any commissions due on or after the date of Producer's death.

3.4. Commissions Paid in Error. In the event MCO pays a commission to Producer due to error, whether Producer or MCO error, including, but not limited to, payment of commission for premiums that the subscriber fails to pay to MCO, Producer shall promptly refund all such commissions to MCO. If such commissions are not refunded to MCO within thirty (30) days of MCO's written request for such refund, MCO may collect such amount thereof directly from Producer or offset any future commissions payable to Producer against such amount. Provided, MCO shall not pursue commission overpayments after expiration of the eighteen (18) month period commencing the first day of the month following the month in which the error is first discovered by MCO. The foregoing shall not prevent a subscriber from proceeding directly against Producer to retrieve commissions paid in error.

3.5. Termination of Individual Coverage. MCO shall have the sole right at all times to reject applications for insurance in accordance with applicable laws and regulations. In addition, MCO and Subscribers may terminate contracts in effect in accordance with applicable laws and regulations. In the event that any application for insurance is rejected or a contract is terminated, MCO shall retain only the premiums related to the period of time that a contract was in effect and

MCO shall refund pre-paid premiums, in whole or in part, for the period of time that the contract was not in effect. Notwithstanding the foregoing, retroactive terminations of the contract or enrollees' coverage thereunder shall only take place in accordance with the terms and conditions of the contract and applicable laws and regulations.

3.6. Direct Sales. In no event will commissions be paid on individual accounts sold or serviced directly by MCO if Producer was not involved in the initial sales of the account. Otherwise, MCO reserves the right to determine whether Producer shall be paid a commission for individual accounts sold or serviced directly by MCO.

4. Nondisclosure/Confidentiality.

4.1. Confidential Information. In order for Producer to perform their respective obligations under this Agreement, it may be necessary or desirable for MCO to disclose Confidential Information (hereinafter defined) to Producer. Producer agrees that any such Confidential Information disclosed to it or to its employees shall be used only in connection with the legitimate purposes of this Agreement, shall be disclosed only to those who have a need to know it, and shall be safeguarded with the same care normally afforded such Confidential Information in the possession, custody or control of Producer, provided, however, that such care shall be no less than reasonable care necessary to safeguard the Confidential Information.

“Confidential Information” shall mean the proprietary, trade secret or business information of MCO that relates to MCO’s past, present or future research or development activities, business operations or financial condition.

The foregoing shall not apply when, after and to the extent the Confidential Information disclosed (i) becomes available to the public through no fault of Producer; (ii) is subsequently received by Producer in good faith from a third party without breaching any confidential obligation between the third party and MCO; or (iii) is required by law, administrative or judicial order to be disclosed; provided, however, Producer shall notify MCO prior to disclosure of Confidential Information as required by law, administrative or judicial order.

4.2. Member Information. Producer agrees to maintain the confidentiality of all Member Information received from MCO, whether received from an enrollee or a parent of an enrollee (if under the age of 18). "Member Information" shall include (a) individually identifiable health information, deemed “PHI” under regulations promulgated under the federal Health Insurance Portability and Accountability Act and applicable regulations (collectively “HIPAA”) such as information relating to treatment, medical condition or payment for health care services of the Subscriber; and (b) non-public personal information under the Gramm Leach Bliley Act and applicable state law and/or regulations (“NPPI”) such as, but not limited to, Subscriber identification numbers, addresses, or phone numbers. Producer agrees to obtain such necessary authorizations and to enter into all necessary agreements in connection with the use or disclosure of Member Information. Producer agrees not to further disclose Member Information without the Subscriber’s authorization. Producer further agrees not to make any changes to any application/enrollment forms, statements of health or any other forms or documents provided by individuals or their eligible dependents in connection with enrollment in MCO health benefits products.

4.3. Breach. In the event of a breach or an alleged breach of this Section 3, the parties hereto agree and acknowledge that the remedy at law for any breach or threatened breach shall be inadequate and MCO shall be entitled to an injunction restraining Producer from committing or continuing to commit any such breach, without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law. Nothing contained herein shall be construed as prohibiting

MCO from pursuing any other remedies for such breach or alleged breach. Producer shall bear the burden of proving it did not disclose Confidential Information or Member Information.

5. Regulatory Compliance. MCO and Producer each agree to comply with all statutes, regulations and requirements now or hereafter in force and effect of all municipal, county, state and federal authorities, to the extent that they directly or indirectly bear upon the subject matter of this Agreement. Such statutes, regulations and requirements shall include, without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder, each as amended from time to time, and the applicable requirements under any state or federal fair employment practices or similar laws declaring as illegal, discrimination in employment based on age, race, color, creed, religion, sex, sexual orientation or national origin as illegal and, if applicable, Title VII of the Civil Rights Act of 1964, or any applicable rule or regulation promulgated pursuant to any such laws herein described, including the requirements imposed on state contractors and subcontractors under the Contract Compliance Regulation issued by the Pennsylvania Human Relations Commission as set forth at 16 Pa. Code Chapter 49, each of which is incorporated in this Agreement by this reference.

Further, the Parties acknowledge and agree that any provision that is required to be in this Agreement by such statutes, regulations, and requirements but is not expressly set forth herein, shall be incorporated herein by this reference and shall bind both parties. At the request of either party, both parties shall execute an amendment to this Agreement to expressly include any such provision.

6. Intellectual Property. Any applications, printed materials and any other sales materials provided to aid Producer in processing information for applications for insurance are the exclusive property of MCO and are to be used by Producer only in the promotion and presentation on behalf of and for the exclusive benefit of MCO. At the request of MCO all materials provided to Producer shall be returned upon the termination or expiration of this Agreement.
7. Indemnification. Producer hereby agrees to indemnify, defend and hold harmless, MCO and its respective officers, directors, and employees, against any claim, loss, cost, damage, expense or other liability, including, without limitation, all costs and attorney's fees, arising out of, or in connection with, the act or omissions of Producer or its respective officers, directors, employees, agents, servants or independent contractors, related to this Agreement, including but not limited to any such acts or omissions found to violate state or federal law or regulation.

Producer shall immediately notify MCO of any events that may result in MCO's exercise of its right to indemnification hereunder. MCO shall give notice to Producer of a claim or other circumstances likely to give rise to a request for indemnification, after MCO becomes aware of the same. If Producer, prior to the expiration of fifteen (15) days after receipt of notice of a claim by MCO under this Section 7, has not assumed the defense thereof, MCO may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, Producer with all reasonable costs and expenses of such defense to be paid by the Producer. No compromise or settlement of any claim shall be made without the prior consent in writing of MCO.

8. Audit. MCO may audit Producer's records relating to Producer's performance under this Agreement. MCO shall provide Producer with fourteen (14) days' advance written notice of its intent to audit Producer. Any audit will be conducted during the regular business hours of Producer by MCO or by an auditor appointed by MCO and the cost of the audit shall be borne by MCO unless MCO determines that Producer has materially breached the terms and conditions of this Agreement, in which case Producer shall pay all of MCO's cost of the audit within thirty (30) days of MCO's request for such payment.
9. Non-Solicitation. Producer agrees that so long as this Agreement is in effect and for a period of two (2) years after the date of termination of this Agreement, Producer shall not, either directly or indirectly, in

any capacity whatsoever, solicit or attempt to solicit any person employed by MCO, any of its subsidiaries, its parent corporation or a corporation with which MCO, directly or indirectly, shares a common parent ("Employee"), to leave such employment. For purposes of this Agreement, indirect solicitation shall not include advertising in professional journals and newspapers, provided Producer does not request or advise an Employee to make application for such advertised positions.

10. Term and Termination.

- 10.1. Term. This Agreement shall have an initial term of one (1) year. Thereafter, this Agreement shall automatically renew every twelve months for successive one year periods unless sooner terminated.
- 10.2. Without Cause Termination. After the initial one (1) year term, this Agreement may be terminated by either party giving (90) days prior written notice of any such termination to the other party, in which case this Agreement shall terminate on the last day of the month in which the ninetieth (90th) day following the date of the notice occurs.
- 10.3. Mutual Termination. This Agreement may be terminated at anytime upon the mutual written consent of all parties.
- 10.4. Termination for Actions Detrimental to MCO. MCO may terminate this Agreement immediately upon written notice to Producer, if MCO, in its sole discretion, determines that Producer has acted in a manner that is materially detrimental to MCO.
- 10.5. 10.5 Termination for Breach or Other. If either party defaults in the performance of any its duties or obligations hereunder, and such default has not been cured within thirty (30) days of the non-defaulting party's giving of written notice of such default, specifying the nature of the alleged default or breach, the non-defaulting party may give notice of intent to terminate this Agreement to the defaulting party, and this Agreement shall terminate with regard to all parties on the last day of the month in which the sixtieth (60th) day following the date of the initial written notice of default occurs.

Instances of default under this Agreement shall include, but not be limited to: (i) Producer's license being suspended, revoked or not renewed by the Commonwealth of Pennsylvania and/or State of Ohio; and (ii) Producer acting, or failing to act, in a manner that is injurious to MCO.

If a Subscriber terminates Producer as Producer of Record, this Agreement shall not terminate.

- 10.6. Survival of Terms and Conditions. Sections 2.3, 3, 5, 6, 7, 8 and 10.4 shall survive termination of this Agreement.

11. Miscellaneous.

- 11.1. Notice. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed sufficiently given upon actual receipt if delivered in person or upon date of mailing if delivered by registered or certified mail, postage prepaid, return receipt requested, addressed to the last known address of the party to be notified or such other address as such party may hereafter specify in writing for the purpose of providing notice.
- 11.2. Entire Agreement; Modification. This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all written or oral agreements, representations, or understandings. No modifications, discharges, amendments or alterations shall be effective unless evidenced by an

instrument in writing signed by Producer and MCO, except as such changes may be required by and become effective according to law.

- 11.3. Relationship of the Parties. MCO and Producer are separate and independent entities. The relationship between MCO and Producer is purely contractual and neither MCO nor Producer, nor the employees, servants, agents or representatives of either shall be considered the employee, servant, agent or representative of the other. As independent contracting parties, MCO and Producer maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.
- 11.4. No Third Party Beneficiaries. The Parties agree that this Agreement shall be interpreted to be between Producer and MCO only. No third person or entity is intended to be, or is, a beneficiary of or under this Agreement. Nothing in this Agreement shall be construed to create any liability on the part of MCO or Producer or their respective directors, officers, shareholders, employees or agents, to any third parties for any act or failure to act of any party hereto. Third parties who shall not be considered beneficiaries of or under this Agreement shall include, but not be limited to, Subscribers.
- 11.5. Assignment. This Agreement shall not be assigned or transferred by Producer without the prior written consent of MCO in its sole and absolute discretion.
- 11.6. Non-Waiver Of Provisions. Any failure by MCO to insist upon performance of any provision of this Agreement shall not be construed as a waiver of such provision or of the right of MCO to require performance of and to enforce all of the terms and provisions of this Agreement.
- 11.7. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of any remaining provisions, and all remaining provisions shall continue in full force and effect and shall in no way be affected, impaired or invalidated.
- 11.8. Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Pennsylvania and Ohio without regard to its choice of law provisions.

[Remainder of page intentionally blank.]

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed as of the day first set forth above.

Coventry Health & Life Insurance Company

By: _____
Mary Louise Osborne
Executive Vice President
HealthAmerica Pennsylvania, Inc.

(Print name of Individual Producer here)

(Producer signature)

Print Name of Agency: _____ Phone: _____



ADDENDUM TO PRODUCER AGREEMENT

THIS ADDENDUM TO PRODUCER AGREEMENT (this "Addendum") is made this ___ day of _____, 20___ by and among COVENTRY HEALTH & LIFE INSURANCE COMPANY, a Delaware corporation ("CHL") and _____, an individual ("Individual Producer") and **ARMS INSURANCE GROUP, INC.**, a _____ corporation ("Wholesale Agency") (Individual Producer and Wholesale Agency are collectively referred to herein as "Producer"). (CHL is a managed care organization referred to herein as "MCO.")

WHEREAS, MCO and Wholesale Agency entered into a Wholesale Agency Agreement (the "Wholesale Agency Agreement"); and

WHEREAS, Wholesale Agency and Individual Producer entered into an agreement whereby Individual Producer would sell health insurance products through Wholesale Agency; and

WHEREAS, MCO and Individual Producer entered into a Producer Agreement (the "Agreement"); and

WHEREAS, MCO, Individual Producer and Wholesale Agency desire to enter into this Addendum to clarify the parties' duties under the Agreement.

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

12. Amendment. The Agreement shall be amended as set forth below as of the date of this Addendum.

12.1. Section 1A shall be added to the Agreement as follows:

1A. Individual Producer Submission to Wholesale Agency. Individual Producer shall present all requests for new Individual Product contracts and renewal of Individual Product contracts to Wholesale Agency and Wholesale Agency shall present the same to MCO.

12.2. The following sentences shall be added to the end of Section 2.2 of the Agreement:

Producer shall submit to Wholesale Agency all information necessary for MCO to appoint Producer, including, but not limited to, a valid Pennsylvania and/or Ohio license, Application for Appointment, this Producer Agreement, the required Pennsylvania and/or Ohio fees for appointment and proof of insurance for errors and omissions liability insurance reasonably sufficient to cover insurable losses, but no less than \$1,000,000 per incident/\$3,000,000 per year, which insurable losses shall include, but not be limited to, losses related to the professional liability related to this Agreement and duties, acts or omissions related thereto. MCO reserves the right to refuse to license or appoint any Producer at its sole discretion.

- 12.3. The first two sentences of Section 3 of the Agreement shall be amended and restated in their entirety as follows:

MCO shall pay Wholesale Agency a commission at the rates, and in accordance with the terms and conditions, set forth in the Wholesale Agency Agreement. Wholesale Agency shall pay Individual Producer at the rates, and in accordance with the terms and conditions, set forth in a separate agreement by and between Wholesale Agency and Individual Producer.

Notwithstanding anything in this Agreement to the contrary, in no event will MCO pay all or portion of an administrative override to Wholesale Agency related to commissions earned by Individual Producer prior to the date that Individual Producer enters into the separate agreement with Wholesale Agency contemplated by this Agreement.

- 12.4. Section 3.4 of the Agreement is hereby amended and restated as set forth below:

3.4 Commissions Paid in Error. In the event MCO pays a commission to Wholesale Agency due to error, whether arising from Wholesale Agency, Producer or MCO error, including, but not limited to, payment of commission for premiums that a Subscriber(s) fails to pay to MCO, Producer shall promptly refund all such commissions to Wholesale Agency, who shall promptly refund all such commissions to MCO.

If such commissions are not refunded to MCO within thirty (30) days of MCO's written request to Wholesale Agency for such refund, MCO may collect such amount thereof directly from Wholesale Agency or offset any future commissions payable to Wholesale Agency against such amount and Producer shall have no claim against MCO for payment of such commissions. Provided, MCO shall not pursue commission overpayments after expiration of the eighteen (18) month period commencing the first day of the month following the month in which the error is first discovered by MCO. The foregoing shall not prevent a Subscriber from proceeding directly against Producer or Wholesale Agency to retrieve commissions paid in error.

- 12.5. Section 3.7 shall be added to the Agreement as follows:

3.7 No Commission After Termination of Agreement. MCO shall have no duty to pay commissions hereunder upon termination of this Agreement; provided, however MCO shall pay commissions to Wholesale Agency that become due and owing prior to the date that this Agreement terminates.

- 12.6. Section 3.8 shall be added to the Agreement as follows:

3.8 Individual Producer Leaves Wholesale Agency. If Individual Producer discontinues his/her affiliation with Wholesale Agency while this Agreement is in effect, MCO shall continue to pay commission to Wholesale Agency, and Wholesale Agency shall continue to pay commission to Individual Producer in accordance with this Agreement for members that Individual Producer earned commission while associated with Wholesale Agency and continues to be the Producer-of-Record ("Continuation Members").

MCO shall have no duty to pay commissions to any other entity or person, including, but not limited to, any new wholesale agency, for Continuation Members. Wholesale Agency and Producer agree to abide by the above provisions with regard to any past relationship Individual Producer may have had with another wholesale agency under contract with MCO. Individual Producer shall indemnify MCO under Section 7 of this Agreement in the event another person or entity makes a claim against MCO for payment of commissions related to Continuation Members.

Notwithstanding anything in this Agreement to the contrary, this Section 3.8 shall survive termination of this Agreement.

12.7. Sections 10.6A and 10.6B shall be added to the Agreement as follows:

10.6A Termination of Wholesale Agency Agreement. This Agreement shall automatically terminate upon the termination of the Wholesale Agency Agreement.

10.6B Direct Contract with Individual Producer. In the event of termination of this Agreement for any reason whatsoever, MCO may contract directly with Individual Producer to, among other things, permit Individual Producer to present MCO Products to Individuals and receive commission payments directly from MCO.

12.8. Section 11.9 shall be added to the Agreement as follows:

11.9 MCO Group Products. The parties understand and agree that the terms and conditions of this Agreement shall control with regard to the matters set forth herein as they relate to the Individual Products; and if Producer and MCO have entered into a separate agreement concerning MCO group products, the terms and conditions of that agreement shall control with regard to the matters set forth therein as they relate to such group products.

13. Agreement. Except as expressly set forth in this Addendum, the terms and provisions of the Agreement shall remain in full force and effect as set forth therein.

[Remainder of page intentionally blank.]

IN TESTIMONY WHEREOF, the parties hereto have caused this Addendum to be executed as of the day first set forth above.

Coventry Health & Life Insurance Company

By: _____
Mary Louise Osborne
Executive Vice President
HealthAmerica Pennsylvania, Inc.

(Print name of Individual Producer here)

ARMS INSURANCE GROUP, INC.

(Wholesale Agency)

By: _____
(Individual Producer signature)

By: _____
(Wholesaler Signature)

Print Title: _____

AMENDMENT
TO
PRODUCER AGREEMENT

THIS AMENDMENT ("Amendment") is made to the Producer Agreement (the "Agreement") entered into by and among Coventry Health and Life Insurance Company ("CHL"), a Delaware corporation, and _____ an individual, ("Individual Producer") and _____ a corporation, ("Agency"). (Individual Producer and Agency are collectively referred to herein as "Producer"). (CHL is a managed care organization referred to herein as "MCO").

WHEREAS, the parties desire to amend the Agreement to include the business associate terms and conditions as set forth on Attachment B attached to this Amendment; and

WHEREAS, the parties desire to further amend the Agreement as set forth below.

NOW THEREFORE, the parties desire to amend the Agreement as follows.

1. **This Amendment shall become effective as of July 1, 2010, unless Producer objects in writing to MCO that it does not agree to the terms and conditions of this Amendment, which objection must be received by MCO within thirty (30) days of Producer's receipt of this Amendment. Producer understands and agrees that its silence shall act as acceptance of the terms and conditions of this Amendment.**
2. **The Agreement is hereby amended as set forth on Attachment B attached to this Amendment.**
3. **The section entitled, Entire Agreement; Modification. of the Agreement is hereby amended and restated as follows:**

Entire Agreement; Modification. This Agreement and any Attachments, Exhibits and Amendments constitute the entire understanding of the parties hereto and supersedes any and all written or oral agreements, representations, or understandings. Furthermore, by executing this Agreement, the parties mutually agree and acknowledge that any previous compensation agreement(s) entered into by and between MCO and Producer is terminated. Except for such changes that may be required by and become effective according to law, this Agreement may only be amended in either of the following methods:

1. **MCO may make any amendment to the Agreement by notifying Producer at least thirty (30) days prior to the effective date of the Amendment. Producer shall be deemed to have accepted such Amendment if Producer fails to object to such Amendment, in writing, within thirty (30) days after the date of the written notice of amendment. Notwithstanding the foregoing, MCO may unilaterally amend Attachment(s) to this Agreement at its sole discretion by providing written notice to Producer at least thirty (30) days prior to the effective date of such Amendment.**
2. **MCO and Producer may also amend the Agreement pursuant to an instrument in writing signed by both parties.**

4. **The terms and provisions of the Agreement, including any Amendments thereto prior to the date of this Amendment, shall remain in full force and effect as set forth therein except as such terms and provisions are expressly modified by this Amendment. Any conflicts or inconsistencies between the Agreement and this Amendment shall be read and resolved in favor of this Amendment.**
5. **This Amendment supersedes any prior agreements between the parties, whether oral or written, about the subject matter set forth above.**

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Attachment B

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the "Addendum") is entered into by and between MCO ("Coventry") and _____ (for purposes of this Addendum hereinafter referred to as "Business Associate") and sets forth the parties' agreement with respect to the privacy and security requirements under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the American Recovery and Reinvestment Act of 2009 ("ARRA"), the Graham Leach Bliley Act (GLBA), and the regulations promulgated from time to time under each of those acts.

The parties agree that the terms and conditions set forth in this Addendum shall be part of the Producer Agreement between Coventry and Business Associate ("the Agreement"). Any conflicts or inconsistencies between the Agreement and this Addendum shall be read and resolved in favor of this Addendum. The parties agree that the terms of the Addendum shall fully replace any previously agreed upon Business Associate Addendum or Business Associate terms and conditions, whether in the form of a standalone agreement or addendum executed by the parties or directly incorporated into the Agreement. This Addendum shall be effective as of February 17, 2010.

1. **Business Associate Services.** The Services provided by Business Associate under the Agreement for Coventry may involve the use and disclosure of individually identifiable health information, deemed protected health information or "PHI" under HIPAA and non-public personal information ("NPPI") under the Gramm Leach Bliley Act and applicable state law and/or regulations. PHI and NPPI shall be referred to collectively as "Non-Public Information" or "NPI". Except as otherwise provided herein, the Business Associate may make any and all uses of NPI necessary to perform the Services and its obligations under the Agreement.
2. **Additional Business Associate Activities.** Except as otherwise provided in this Addendum, Business Associate may use and disclose the NPI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of the Business Associate, provided that such uses are permitted under state and federal laws and would be permissible if performed by Coventry. Business Associate represents and warrants to Coventry that (i) any such disclosures it makes will be required by law and (ii) the Business Associate will obtain a written agreement from any such person or entity to whom the NPI will be disclosed that the NPI will be held confidentially and will not be further used or disclosed except as required by laws or for the purpose for which it was lawfully disclosed to such person or entity, and that such person or entity will notify the Business Associate of any instances of which it is aware in which the confidentiality of the NPI has been breached.
3. **Business Associate Obligations for Privacy and Security of NPI.**

Business Associate agrees to the following:

- 3.1 **Use and Disclosure of NPI.** *Business Associate shall not use or further disclose the NPI other than as permitted under the Agreement, this Addendum, HIPAA, GLBA, ARRA and their respective implementing regulations, each as amended from time to time.*
- 3.2 **Safeguards.** Business Associate shall (i) use appropriate safeguards to prevent the use or disclosure of NPI other than as provided for in this Addendum, and (ii) have administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of NPI that it creates, receives, maintains, or transmits on behalf of Coventry. Such safeguards shall include, without limitation, conducting a security risk assessment, and training employees who will have access to NPI with respect to the policies and procedures required by HIPAA and ARRA. Upon request from Coventry, Business Associate shall provide Coventry with a copy of its written information privacy and security programs.

- 3.3 **Policies and Procedures.** Business Associate shall adopt and comply with policies and procedures that are in accordance with the HIPAA, ARRA, and GLBA requirements that apply to Business Associate's operations and the Services provided under the Agreement, including, without limitations, maintaining the confidentiality and integrity of any information received, maintained or transmitted by or on behalf of Coventry. Upon Coventry's request, Business Associate shall provide a copy of Business Associate's policies and procedures.
- 3.4 **Incident Reporting.** Business Associate shall report to Coventry any security incident involving or use or disclosure of NPI not permitted by this Addendum of which it becomes aware. Business Associate shall report to Coventry within five (5) days of the Business Associate becoming aware of such use, disclosure or incident.
- ~~3.5 **Notification of Breach.** Business Associate shall report to Coventry within five (5) days any Breach of Unsecured NPI. "Breach" shall mean the unauthorized acquisition, access, use or disclosure of NPI which compromises the security or privacy of such information. "Unsecured NPI" shall mean NPI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary from time to time. Notice of Breach shall include, at minimum: (i) the identification of each individual whose NPI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach; (ii) the date of the Breach, if known; (iii) the scope of the Breach; and (iv) a description of the Business Associate's response to the Breach. Upon reasonable request, Business Associate shall provide Coventry with information related to the Breach and will cooperate with Coventry in any required notifications.~~
- 3.6 **Government Programs.** To the extent that Business Associate provides services to Coventry relating to individuals enrolled in state or federal programs (e.g., Medicare, Medicaid), Business Associate shall comply with any additional restrictions or requirements related to the use, disclosure, maintenance, and protection of NPI of individuals enrolled in such programs through Coventry. With respect to the NPI of Medicare enrollees, Business Associate shall report privacy and security incidents and/or Breaches immediately, but not later than one (1) day, to Coventry and include the information required under Sections 3.4 and 3.5 of this Addendum.
- 3.7 **Subcontractors.** Business Associate shall require any agent or subcontractor to whom Business Associate provides NPI to agree in writing to (i) implement reasonable and appropriate safeguards to protect the NPI, and (ii) comply with the same restrictions and conditions on NPI as required by this Addendum. Upon request from Coventry, Business Associate shall provide a copy of any such agreement.
- 3.8 **Minimum Necessary.** Business Associate shall request, use and/or disclose only the minimum amount of NPI necessary to accomplish the purpose of the request, use or disclosure.
- 3.9 **Remuneration of NPI.** Business Associate shall not directly or indirectly receive remuneration in exchange for any NPI as prohibited by 42 U.S.C. §17935(d) and any regulations promulgated there under.
- 3.10 **Marketing of NPI.** Business Associate shall not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. §17936(a) and any regulations promulgated there under.

- 3.11 **Fundraising.** Business Associate shall not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. §17936(b) and any regulations promulgated there under.
- 3.12 **Mitigation.** Business Associate shall mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate as the result of a use or disclosure of NPI by Business Associate that is not permitted by this Addendum.
- 3.13 **Transfer of Data Off-Shore.** Business Associate shall not use, transfer, transmit, or otherwise send or make available, any NPI outside the territory of the United States of America without Coventry's prior written consent.
4. **Requested Restrictions on Use of NPI.** Coventry will notify Business Associate of any restrictions on the use or disclosure of NPI that have been received from individuals and agreed to by Coventry. Business Associate shall comply with all such restrictions.
5. **Access to PHI.** Within five (5) days of a request by Coventry for access to PHI about an individual contained in a Designated Record Set (as such Set is then defined by HIPAA regulation), the Business Associate shall make available to Coventry, or the individual to whom such PHI relates or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as set forth in 45 C.F.R. § 164.524. In the event any individual requests access to PHI directly from the Business Associate, the Business Associate shall, within five (5) days, forward such request to Coventry. Coventry shall be responsible for determining whether to deny access to the PHI and Business Associate shall comply with such determinations.
6. **Amendment of PHI.** Within ten (10) days of receipt of a request from Coventry for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set the Business Associate shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI; provided, however, that Coventry has made the determination that the amendment(s) is/are necessary. The obligation in this Section shall apply only for so long as the PHI is maintained by Business Associate in a Designated Record Set. In the event any individual requests access to PHI directly from the Business Associate, the Business Associate shall, within five (5) days, forward such request to Coventry.
7. **Accounting for Disclosures of PHI.** Business Associate shall maintain a record of any disclosure of PHI to a third party for a purpose other than Treatment, Health Care Operations, Payment, or pursuant to an authorization signed by the individual or personal representative of the individual who is the subject of the record. To the extent that Business Associate provides an electronic health record to Coventry's enrollees or customers, Business Associate shall comply with the requirements of 42 U.S.C. § 17935(c) and the regulations promulgated there under.
- Within thirty (30) days of notice by Coventry to the Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual, the Business Associate shall make available to Coventry such information as is in the Business Associate's possession and is required for Coventry to make the accounting required by 45 C.F.R. § 164.528. Business Associate shall provide such information in electronic form, where available in such form. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within five (5) days, forward such request to Coventry. Coventry shall be responsible for preparing and delivering any such accounting to the individual.
8. **Access to Books and Records Regarding PHI.** The Business Associate will make its internal practices, books, and records relating to the use and disclosure of NPI received from, or created or received by the Business Associate on behalf of, Coventry available to the Secretary of the U.S. Department of Health and

Human Services (or such other federal or state agencies with appropriate oversight authority) for purposes of determining compliance with HIPAA, ARRA, GLBA or any other similar statute and available to Coventry to ensure compliance with the Agreement and this Addendum.

9. **Term and Termination.** This Addendum shall remain in effect for as long as Business Associate provides services to Coventry under the Agreement. If Coventry determines Business Associate has violated the terms and conditions of this Addendum, such violation shall be grounds for Coventry to terminate the Agreement for cause according to the terms of the Agreement.
10. **Disposition of NPI at Termination.** Within thirty (30) days of the termination of the Agreement, Business Associate, and its subcontractors, will return or destroy all NPI received from, or created or received by the Business Associate on behalf of Coventry, which the Business Associate and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. If such return or destruction is not feasible, the Business Associate will notify Coventry of the reasons for such in writing. Business Associate shall extend the protections, limitations and restrictions of this Addendum to the NPI retained after the termination of the Agreement and shall limit further uses and disclosures to those purposes that make the return or destruction of the NPI infeasible. This provision shall survive termination of the Agreement.
11. **Survival.** All Sections of this Addendum that relate to Business Associate's obligations related to the privacy and security of NPI shall survive termination of this Addendum or the Agreement for as long as Business Associate maintains NPI received or created in connection with the Agreement.
12. **Third Party Beneficiaries.** Nothing in this Addendum shall confer upon any person other than the parties and their respective successors or assigns, any right, remedies, obligations or liabilities.
13. **Counterparts.** This Addendum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
14. **Definitions.** Capitalized terms not otherwise defined in the Agreement or this Addendum shall have the same meaning as set forth in regulations promulgated under HIPAA, GLBA or ARRA, as may be amended from time to time.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Application for Appointment (please print)

Producer/Consultant Profile		
Agency/Firm:	Producer's Full Name:	
Social Security #:	Birthdate:	
Street Address:		
City:	State:	Zip:
Phone #:	Fax #:	
Email Address:	Tax ID #: 010570315	
Make checks payable to: ARMS INSURANCE GROUP, INC.	Mail checks to: 3000 LENTO BLVD. BETHEL PARK, PA 15102	

Producer Biographical Information

Current Residence:

City:	State:	Zip:
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A) Has your company refused a bond to you? Yes No

If yes, please explain:

B) Has your insurance license ever been suspended or revoked by any insurance regulatory body? Yes No

If yes, please explain:

C) Have you ever been named as a party to a lawsuit involving a policy of insurance you sold or has any company been named in a lawsuit as a result of a policy you sold? Yes No

If yes, please give complete details and outcome of suit:

List employment record for the past five years

Dates of Employment	Title	Employer Name	Address

Dated and signed this _____ day of _____ 20____, I hereby certify that I am acting on my own behalf and that the foregoing statements are true and correct to the best of my knowledge and belief.

Signature: _____

For HealthAmerica One Use Only

Agency Code:	Producer Code:	<input type="checkbox"/> APPT <input type="checkbox"/> CCS <input type="checkbox"/> IDX <input type="checkbox"/> DATABASE <input type="checkbox"/> AP/W-9 <input type="checkbox"/> BENEFITEXPRESS <input type="checkbox"/> TELEMAGIC <input type="checkbox"/> CONTRACT License: <input type="checkbox"/> PA <input type="checkbox"/> OHIO
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HealthAmericaOne.

CERTIFICATE OF COMPLETION

This is to certify that _____ (producer name) has attended and successfully completed the HealthAmericaOne training. This certificate must be signed and dated by both producer and retail agency in order for producer to be considered for HealthAmericaOne appointment.

Producer Signature: _____

Print Name: _____

Date: _____

Retail Agency: _____

Representative Signature: _____

Print Name: _____

Date: _____

Commission Schedule – Producer

Amendment A

This Amendment A to individual Sub-Producer Agreement is made and entered into as of the ____ day of _____ 2011.

New Member Policy Commission for Sub-Producer. Sub-Producers shall receive the applicable commission set forth below for each Member enrolled in a New Member Policy with initial effective dates within the first twelve (12) months of the execution of the contract, so long as Sub-Producer is otherwise entitled to receive such commission under this Agreement and its agreement with MCO (Managed Care Organization). The Level of a Sub-Producer shall be determined by MCO in its sole and absolute discretion.

New Member Policy

Broker Level assigned by MCO	Monthly Commission	Production Requirement For Broker Level*
Broker Level "A"	14% of Premium	25+ approved members**
Broker Level "B"	10% of Premium	11-24 approved members
Broker Level "C"	8% of Premium	0-10 approved members

**** MCO will annually evaluate the production of the Sub-Producer and assign Broker Levels accordingly, at its sole and absolute discretion.**

*Members shall mean each person enrolled in the Individual Product. i.e., a Subscriber, Spouse and 1 dependent would be 3 members.

Renewal Member Policy Commission for Sub-Producer. Sub-Producers shall receive the applicable commission set forth below for each Member enrolled in a Renewal Member Policy with, so long as Sub-Producer is otherwise entitled to receive such commission under this Agreement and its agreement with MCO.

Renewal Member Policy: All Levels

Renewal Policy Year	Monthly Commission
2nd	3% of Premium
3rd-10th	1.5% of Premium

Sub-Producer and General Agency agree to work with ARMS Insurance Group Inc. as a wholesaler for HealthAmericaOne.

Name of Sub-Producer

Name of General Agency

Signature of Sub-Producer

Date

Signature of General Agent

Date

Robert J. Rionda, Jr., President
ARMS Insurance Group Inc., Wholesaler

Date

Effective May1, 2011

Commission rates are subject to change at HealthAmerica’s discretion

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 reported on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	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 Line 1 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.

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

Social security number									
or									
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. person (including a U.S. resident alien).

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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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.

U.S. person. 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.

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.

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.