



DELEGATED

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

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

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

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

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

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

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

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

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

The GPA is authorized by the Company to:

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

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

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

Commission:

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

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

Payment of Compensation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. Section 7 is added to the Contract

Additional Terms

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

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

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

MEDICARE ADVANTAGE PLANS AND PRESCRIPTION DRUG PLANS SALES AND MARKETING AGREEMENT

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

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

B. Sales and Marketing

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

C. Discrimination Based on Health Status

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

D. Gifts or Payments to Induce Enrollment

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

E. Use of Marketing Literature/Member Communications

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

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

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

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

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

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

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

F. Agent Solicitation Telemarketing and Do Not Call Laws

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

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

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

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

G. Sales Presentation and Statement of Understanding

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

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

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

H. Modifications or Termination

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

Appointments for Specific Products

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

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

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

* products not available in all states

Acknowledgement

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

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

GPA Name

Humana MarketPOINT Vice President (PRINT)

Mailing Address

City State Zip-code

Humana MarketPOINT Vice President Signature/Date

SSN / TIN

E-Mail Address

GPA – Signature / Date
Sales Office Name / State