

ADDENDUM

This Addendum to the Highmark Inc. Producer Agreement (“Agreement”) between Highmark Inc. (“Highmark”) and _____ (“Producer”) is made effective as of August 1, 2008.

The parties agree that the Agreement is hereby modified as set forth herein.

1) Highmark Senior Resources, Inc. is hereby added to the Agreement as a party thereto and all references in the Agreement to Highmark will include Highmark Senior Resources, Inc. (“HSR”).

2) Section 3.3.3 of the Agreement is amended by adding the following sentence thereto:

Notwithstanding anything to the contrary contained herein, Producer is not authorized to collect premium from Clients purchasing Medicare Advantage products or Medicare Prescription Drug Plans (collectively the “Senior Products”) from Highmark.

3) Section 4 of the Agreement is amended by adding thereto the following provision as Section 4.1.8.

4.1.8. On an annual basis, and prior to selling any Senior Products hereunder, Producer shall complete and pass (score of 85 % or better on each program) Highmark’s training programs regarding compliance, fraud and abuse, marketing, product features and any other area determined to be relevant by Highmark. Producer shall have three (3) opportunities to complete and pass the applicable programs each year. Producer must earn a certification that qualifies Producer to sell the Senior Products authorized pursuant to this Agreement.

4) Section 4.2.1 of the Agreement is amended by adding the following sentence thereto:

Notwithstanding anything to the contrary contained herein, Producer is not authorized to collect premium from Clients purchasing Senior Products from Highmark.

5) Section 4.3.6 of the Agreement is amended by adding the following sentence thereto:

The provisions of Schedule D will not apply to the sale of Senior Products issued by Highmark.

- 6) Section 14.4 of the Agreement is amended by adding the following sentence thereto:

Notwithstanding anything to the contrary contained herein, Producers will maintain complete records of all transaction pertaining to Clients purchasing Senior Products from Highmark for the current year and for a period of at least ten (10) years thereafter.

- 7) The following requirements are added to the Agreement as Section 15.

Section 15. CMS Requirements

15.1 The Producer agrees to, and shall cause its employee producers to agree to perform its services hereunder in a manner that is consistent and in compliance with Highmark's contractual obligations under the Medicare Advantage and Medicare Part D programs.

15.2 The Producer agrees to, and shall cause its employee producers and to agree to, comply with and perform its marketing activities in accordance with all applicable Federal laws, including but not limited to Medicare Advantage and Medicare Part D laws and other federal health care laws (including civil monetary penalty laws), State laws and regulations and instructions of the Centers for Medicare and Medicaid Services (CMS), including but not limited to CMS marketing guidelines, and Highmark Medicare Marketing standards of conduct, as provided in Schedule G to this Agreement.

15.3 Highmark is responsible for ensuring that the Producer complies with the provisions set forth herein.

15.4 The Producer agrees to, and shall cause its employee producers to agree to comply with State and Federal privacy and security requirements, including the confidentiality and security provisions stated in the regulations for the Medicare Part D program at 42 CFR §423.136 and the Medicare Advantage Program at 42 CFR §422.118.

15.5 The Producer agrees to, and shall cause its employee producers to agree to make the following disclosures in writing, either prior to enrollment or at the time of enrollment, to a potential enrollee:

The person that is discussing plan options with you is contracted with Highmark companies. The person may be compensated based on your enrollment in a plan.

A Medicare Advantage Private Fee-for-Service plan works differently than a Medicare supplement plan. Your doctor or hospital is not required to agree to accept the plan's terms and conditions, and thus may choose not to treat you, with the exception of emergencies. If your doctor or hospital does not agree to accept our payment terms and conditions, they may choose not to provide health care services

to you, except in emergencies. Providers can find the plan's terms and conditions on our Web site at www.highmark.com.

15.6 The Producer agrees to grant the U.S. Department of Health and Human Services, the Comptroller General, or their designees, the right to inspect, evaluate and audit any pertinent contracts, books, documents, papers and records of the Producer involving transactions related to Highmark's contract with CMS for a period of 10 years from the final date of the contract period or the date of audit completion, whichever is later.

15.7 If Highmark delegates an activity or responsibility to the Producer, the Producer agrees that such activity or responsibility may be revoked if CMS or Highmark determines the Producer has not performed satisfactorily.

15.8 Highmark will monitor the performance of the Producer on an ongoing basis and may formally review it at least annually. Producer will permit Highmark to listen in or record telephone conversations and meetings with Medicare beneficiaries, at the option of Highmark.

8) Schedule A is modified by adding the following thereto:

Group Products

- Medicare Advantage products
- Medicare Prescription Drug Plans

Individual Products

- Medicare Advantage products
- Medicare Prescription Drug Plans

These Senior Products may be sold only by persons who have taken the Highmark training course and have received a certification of qualification from Highmark indicating successful completion of that course.

9) Schedule C of the Agreement is amended by adding the attached Schedule C thereto.

10) Schedule F of the Agreement is modified by adding the attached Schedule F thereto.

11) Highmark's Medicare Marketing Standards of Conduct, attached hereto, are hereby added to the Agreement as Schedule G.

12) Except as modified by the terms hereof, the provisions of the Agreement shall continue in full force and effect.

Highmark Inc.

By: _____

Title: _____

Producer: _____

Agency Name

By: _____

Title: _____

HIGHMARK SENIOR RESOURCES, INC.
PRODUCER APPOINTMENT INFORMATION CHECKLIST
(Business Organization)

**Important Notice Regarding Your Appointment as Producer for the Sale of Products
Offered Through Highmark Senior Resources, Inc.**

- Prior to the appointment or reappointment of any insurance producer, applicable state law requires insurance companies that are authorized to transact business within the state to make reasonable inquiry to: (i) determine whether the producer could be disqualified from obtaining a new or renewal producer's license under applicable state insurance department regulations; and (ii) verify other information relevant to a producer's fitness to conduct the business of insurance.
- Additionally, under federal law, any person who has been convicted of any criminal felony involving dishonesty or breach of trust is prohibited from engaging in the insurance business without the consent of the applicable state Insurance Commissioner.

BUSINESS ORGANIZATION APPOINTMENT CHECKLIST

- Have you legibly printed or typed your responses to Highmark Inc.'s Business Organization Appointment Agreement and Business Organization Appointment Information Form and Conflict of Interest Disclosure Statement?
- Have you attached a copy of your agency's current producer license issued by the applicable state?
- Have you attached a copy of your agency's current Errors and Omissions (E&O) carrier certificate of insurance?

Return Completed Documents to:

Highmark Inc. Senior Products
Producer Affairs
120 Fifth Avenue, Suite P5501
Pittsburgh, PA 15222

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HIGHMARK SENIOR RESOURCES, INC.
PRODUCER APPOINTMENT INFORMATION FORM AND CONFLICT OF INTEREST
DISCLOSURE STATEMENT

(Business Organization)

Part A - Appointment Information Form

Corporation Partnership Other Business Organization

AGENCY'S NAME: _____ (As it appears on producer license)
AGENCY'S LICENSE NUMBER: _____ (Attach copy of Agency's License)

LIST ANY OTHER NAMES IN WHICH PRODUCER CONDUCTS BUSINESS:

TAX ID NUMBER: _____
BUSINESS ADDRESS: _____
STREET _____
CITY _____ STATE _____ ZIP CODE _____
TELEPHONE NO. (_____) _____
FAX NO. (_____) _____
NUMBER OF YEARS AT THIS LOCATION: _____
PRIMARY E-MAIL ADDRESS: _____

List Officers in Corporation or Partners in Partnership (Active/Inactive)

Each Active Officer/Partner must complete an individual Appointment Information Form and attach appropriate fee as well as provide copy of license.

(Name)	(Title)	(SSN/Tax ID)	(Active/Inactive)

I request authorization to sell:

Individual Products Group Products Both

- Yes No Has any insurance license held by this business organization ever been refused, suspended, revoked or has business organization been the subject of any administrative or legal action in or by any state, the District of Columbia, the Federal government or any Canadian province?
- Yes No Since the last appointment, has there been any change in the power to direct, or in the authority to control, the activities of this business organization?
- Yes No Does the charter and/or other organization documents of this business organization authorize it to engage in the business of insurance?

NOTE: If you answered "yes" to question 1 or 2, you are required to provide additional information and full documentation of the facts relating to your answer with this application.

Reminder: The Appointment application (consisting of the Appointment Information Form, Conflict of Interest Disclosure Statement, and Appointment Agreement) must be completed in its entirety. The application must include as attachments, a copy of Producer's applicable state Producer License and proof of Errors and Omissions Insurance. Applications missing information or attachments will be returned.

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Part B – Conflict of Interest Disclosure Statement

This is an Organizational Conflict of Interest (“OCI”) Disclosure Statement for the Producer. It seeks information on potential OCIs and also potential personal conflicts of interest. Disclosures shall be treated confidentially and shared only to the extent necessary for review and to consider mitigation of any conflicts.

Section I – General Information and Definitions

When completing this Conflict of Interest Disclosure Statement, include information that relates to your company, yourself, and any employee producers who are or will solicit and submit Highmark business under this Producer Agreement, and the persons and entities with whom any of these has relationships as defined below.

Keep in mind potential conflicts relating to the wholly-owned and majority-owned subsidiaries and affiliates of Highmark Inc. (hereinafter collectively, the “Highmark companies”) and services performed pursuant to federal, state or local government contracts held by any of the Highmark companies (refer to attached listing of Highmark companies). Please note that Highmark currently participates in the Medicare Program as a contractor for Medicare Parts A, B, C and D.

Please also note that you cannot certify as required below unless and until you have surveyed the employee producers through whom you intend to conduct business under this Producer Agreement, and they have responded to the first three questions presented in Section II of this Conflict of Interest Disclosure Statement.

The terms below when used in this disclosure statement shall have the following meanings:

Relationship –

1. A direct or indirect ownership or investment interest of 5% of more (including option or nonvested interest) in any entity that exists through equity, debt, or other means and includes any indirect ownership or investment interest no matter how many levels removed from a direct interest; or
2. Any arrangement with an individual or entity for financial or other gain, including but not limited to, an employment, independent contract, board membership, committee membership or volunteer relationship; or
3. For employee producers, any immediate family member (spouse, son, daughter, father, mother, brother and sister), anyone living in the same residence, anyone who is financially dependent on the individual and/or anyone whose investments are controlled by the individual.

Affiliates - Business concerns are Affiliates of each other if, directly or indirectly, either one controls or has the power to control the other, or another concern controls or has the power to control both.

Producer Agreement – The contract between Highmark and the Producer to which this Conflict of Interest Disclosure Statement is attached.

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Section II – Conflict of Interest Disclosure Statement

PLEASE NOTE: You do not need to specify the identities of entities you disclose below. Also, disclosure of business relationships will not affect your ability to perform work for Highmark unless an actual, potential or apparent conflict cannot be mitigated.

1. Does Producer, its Affiliates or its employee producers have any Relationship with the Centers for Medicare and Medicaid Services (“CMS”) in regard to business opportunities for Medicare Administrative Contracts (“MAC”) under the Medicare Modernization Act, or has it had any such relationship within the past two years?

NO YES If you answered “YES”, please describe each Relationship below.

2. Does Producer, its Affiliates or its employee producers have any Relationship with any other entities, that have bid or are current MAC bidders?

NO YES If you answered “YES”, please describe the type of entity, the Relationship, and nature of the bid.

3. Does Producer, its Affiliates or its employee producers have any Relationship with any other entity that intends to submit a MAC bid?

NO YES If you answered “YES”, please describe the type of entity, nature of the Relationship, and nature of the bid.

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4. Does Producer or its Affiliates employ any personnel who will solicit or submit Highmark business under this Producer Agreement, who were previously employed by or contracted with CMS in connection with MAC business, including but not limited to involvement with the design of a request for proposals or proposed evaluation factors for proposals?

NO YES If you answered "YES", please provide brief position descriptions and dates of employment.

Section III – Certification

I certify that the information I have provided in responding to this Conflict of Interest Disclosure is complete and accurate to the best of my knowledge and belief. I also certify that Producer, its Affiliates and employee producers, who will solicit and submit Highmark business have neither given nor received any gift, gratuity or entertainment in connection with work related to Medicare. I further certify that if any additional Relationships, interests or situations impacting my response to the above questions should occur, I will advise Highmark in writing within five (5) days.

I certify that Producer personnel who solicit and submit Highmark business under the Producer Agreement have no conflicts related to Medicare, in accordance with the above questions and that Producer will consult Highmark promptly in the event of any questions concerning actual, apparent or potential conflicts of interest.

Producer: _____ **Phone:** _____
(Please type or print legibly)

Authorized Signature: _____

Title: _____

Date: _____

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Highmark Companies

Alliance Ventures, Inc.	Industrial Medical Consultants, Inc.
Caring Foundation	JEA, Inc.
Davis Vision of Michigan, Inc.	Keystone Health Plan West, Inc.
Davis Vision, Inc.	KV Holdings, Inc.
Davis Vision IPA, Inc.	Mountain State Blue Cross & Blue Shield
Davis Vision of Nevada, Inc.	Parker Benefits, Inc.
DVSC, Inc.	Standard Property Corporation
Empire Vision Center, Inc.	United Concordia Companies, Inc.
Employee Benefit Data Services Co. (EBDS)	United Concordia Dental Corp. of Alabama
Eye Care Centers of America (ECCA)	United Concordia Dental Plans of Arizona
HCI, Inc.	United Concordia Dental Plans of California
HealthGuard of Lancaster, Inc.	United Concordia Dental Plans of New York
HealthGuard Management Services, Inc.	United Concordia Dental Plans of Delaware, Inc.
Highmark Broker Services, Inc.	United Concordia Dental Plans of Florida, Inc.
Highmark Casualty Insurance Company	United Concordia Dental Plans of Illinois, Inc.
Highmark Foundation	United Concordia Dental Plans of Kentucky, Inc.
Highmark Inc.	United Concordia Dental Plans of the Midwest, Inc.
Highmark Health Insurance Company	United Concordia Dental Plans of PA, Inc.
Highmark Medicare Services Inc.	United Concordia Dental Plans of Texas, Inc.
Highmark Senior Resources, Inc.	United Concordia Dental Plans, Inc.
HM Benefits Administrators, Inc.	United Concordia Insurance Company
HM Insurance Group, Inc.	United Concordia Life and Health Insurance Co.
HM Life Insurance Company	United Concordia Services, Inc.
HM Life Insurance Company of New York	Viva Optique, Inc.
HVHC, Inc.	

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HIGHMARK SENIOR RESOURCES, INC.
PRODUCER APPOINTMENT AGREEMENT

(Business Organization)

This Appointment Agreement (“Agreement”) is made effective as of the date set forth below by and between Highmark Senior Resources, Inc. (“Highmark”), and agency _____ (“Producer”) a business organization located at _____

WHEREAS, Producer has been issued a producer license by the applicable state Insurance Department (“Department”); and

WHEREAS, Producer has requested Highmark to appoint it as a producer to sell Highmark products.

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. Producer warrants that it has been issued a valid producer license by the Department and that the license is in full force and effect. Producer further warrants that its license reflects lines of authority for the kinds of insurance that Producer intends to sell on behalf of Highmark.
2. Producer has completed the Producer Appointment Information Form (“Information Form”), attached to this Agreement and made a part of this Agreement, prior to the execution of this Agreement. Producer hereby warrants to Highmark that the information contained on the Producer Appointment Information Form is true and correct as of the date it executes this Agreement.
3. Highmark hereby appoints Producer to act as its representative in the sale and service of products that it shall specify from time to time.
4. This Agreement shall become effective on the date signed by Highmark and shall be unlimited in duration; provided, however that this Agreement will automatically terminate if, at any time, Producer’s license is suspended, revoked, or otherwise no longer valid.
5. Either party may terminate this Agreement, with or without cause, by giving written notice to the other party at the address set forth in this Agreement.
6. The parties agree that nothing contained in this Agreement shall create an employment relationship between them.
7. Highmark shall have the right, with prior written notice, to conduct periodic audits of the books and records of Producer as such relate to this Agreement.
8. Producer shall obtain and keep in force, during the term of this Agreement, Errors and Omissions Insurance in an amount and, with an insurance carrier reasonably satisfactory to Highmark. Upon request, Producer agrees to provide Highmark with a Certificate of Insurance evidencing the required coverage.
9. Highmark, at its option, may assign or transfer this Agreement to any affiliated or successor entity.

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10. Producer agrees to comply with all Highmark guidelines, procedures and policies, as may be in effect from time to time.
11. Producer agrees to notify Highmark promptly upon the occurrence of any event which may affect the ability of the Producer to fulfill its obligations under this Agreement or affect the status of Producer's license.
12. Producer agrees to satisfy all obligations that it may have under this Agreement in accordance with applicable law.
13. Producer acknowledges that Highmark shall make any and all disclosures regarding the appointment and termination of Producer, pursuant to its duty to comply with applicable law.
14. Producer agrees that Highmark may amend this Agreement, without prior notice or consent, to comply with a change in applicable law.
15. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania. The invalidity or unenforceability of any terms or provisions in this Agreement shall in no way affect the validity or enforceability of any other terms or provisions of this Agreement.
16. This Agreement, together with any attachments hereto, constitutes the entire Agreement between the parties, and supersedes all other proposals, understandings or agreements, whether written or oral, previously entered into between Highmark and Producer for the purpose of appointing Producer to sell Highmark products.

NOW, THEREFORE, the parties hereto have executed this Agreement as of the date set forth herein.

Producer:

Highmark Senior Resources, Inc.:

Name of Agency: _____
(Please type or print legibly)

By: _____

Authorized Signature: _____
(Signature)

Title: _____

(Printed Name of Authorized Signer)

Date: _____

Date: _____

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

HIGHMARK SENIOR RESOURCES, INC.
PRODUCER APPOINTMENT INFORMATION CHECKLIST

(Individual)

**Important Notice Regarding Your Appointment as Producer for the Sale of Products Offered
Through Highmark Senior Resources, Inc.**

- Prior to the appointment or reappointment of any insurance producer, applicable state law requires insurance companies that are authorized to transact business within the state to make reasonable inquiry to: (i) determine whether the producer could be disqualified from obtaining a new or renewal producer's license under applicable state insurance department regulations; and (ii) verify other information relevant to a producer's fitness to conduct the business of insurance.
- Additionally, under federal law, any person who has been convicted of any criminal felony involving dishonesty or breach of trust is prohibited from engaging in the insurance business without the consent of the applicable state Insurance Commissioner.

INDIVIDUAL APPOINTMENT CHECKLIST

- Have you legibly printed or typed your responses to Highmark Inc.'s Individual Appointment Agreement and Appointment Information Form and Conflict of Interest Disclosure Statement?
- Have you attached a copy of your current producer license issued by the applicable state?
- Have you attached a copy of your current Errors and Omissions (E&O) carrier certificate of insurance?
- Have you reviewed the Highmark Privacy and Security Awareness Program Booklet and attached a signed Highmark Privacy and Security Awareness Program Training Certification Form?
- If you wish to sell Individual Products, have you completed the training module(s) and passed the examination?

Return Completed Documents to:

Highmark Inc. Senior Products
Producer Affairs
120 Fifth Avenue, Suite P5501
Pittsburgh, PA 15222

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HIGHMARK SENIOR RESOURCES, INC.
PRODUCER APPOINTMENT INFORMATION FORM AND
CONFLICT OF INTEREST DISCLOSURE STATEMENT

(Individual)

Part A - Appointment Information Form

PRODUCER'S NAME: _____
(As it appears on Producer's license)

LIST ANY OTHER NAMES BY WHICH YOU CONDUCT BUSINESS: _____

PRODUCER'S LICENSE NUMBER: _____ (Attach copy of Certificate)

AGENCY'S NAME: _____
(Agency with whom you are employed, if applicable)

SOCIAL SECURITY NUMBER: _____ - _____ - _____ DATE OF BIRTH: _____
(mm/dd/yy)

BUSINESS ADDRESS:
STREET _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NO. (____) _____

FAX NO. (____) _____

NUMBER OF YEARS AT THIS LOCATION: _____

PRIMARY E-MAIL ADDRESS: _____

RESIDENCE ADDRESS:
STREET _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NO. (____) _____

I request authorization to sell:

Individual Products Group Products Both

Please answer the following questions:

1. Yes No Has any insurance license or certificate held by you ever been refused, suspended, revoked or been the subject of any administrative or legal action in or by any state, the District of Columbia, the federal government or any Canadian province?

2. Yes No Are you aware of any past acts, past failures to act or any other facts or events which relate in any way to your fitness or competence to engage in the business of insurance? (e.g. dishonest acts, conviction of a crime, lack of training or experience, etc.)

3. Yes No Do you engage or have you ever engaged in the insurance business as an individual under any name other than the one stated on this form?

NOTE: If you answered yes to any of these questions, you are required to provide additional information and full documentation of the facts relating to your answer with this Appointment Information Form.

You are required to provide information regarding your employment history and references with this application.

Reminder: The Appointment application (consisting of the Appointment Information Form, Conflict of Interest Disclosure Statement, and Appointment Agreement) must be completed in its entirety. The application must include as attachments, a copy of Producer's applicable state producer license, proof of Errors and Omissions Insurance and a signed Highmark Privacy and Security Awareness Program Training Certification Form. Applications missing information or attachments will be returned.

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Part B - Conflict of Interest Disclosure Statement

This is an Organizational Conflict of Interest ("OCI") Disclosure Statement for the Producer. It seeks information on potential OCIs and also potential personal conflicts of interest. Disclosures shall be treated confidentially and shared only to the extent necessary for review and to consider mitigation of any conflicts.

Section I – General Information and Definitions

When completing this Conflict of Interest Disclosure Statement, include information that relates to yourself.

Keep in mind potential conflicts relating to the wholly-owned and majority-owned subsidiaries and affiliates of Highmark Inc. (hereinafter collectively, the “Highmark companies”) and services performed pursuant to federal, state or local government contracts held by any of the Highmark companies (refer to attached listing of Highmark companies). Please note that Highmark currently participates in the Medicare Program as a contractor for Medicare Parts A, B, C and D.

The terms below when used in this disclosure statement shall have the following meanings:

Relationship –

1. A direct or indirect ownership or investment interest of 5% of more (including option or nonvested interest) in any entity that exists through equity, debt, or other means and includes any indirect ownership or investment interest no matter how many levels removed from a direct interest; or
2. Any arrangement with an individual or entity for financial or other gain, including but not limited to, an employment, independent contract, board membership, committee membership or volunteer relationship; or
3. For employee producers, any immediate family member (spouse, son, daughter, father, mother, brother and sister), anyone living in the same residence, anyone who is financially dependent on the individual and/or anyone whose investments are controlled by the individual.

Affiliates - Business concerns are Affiliates of each other if, directly or indirectly, either one controls or has the power to control the other, or another concern controls or has the power to control both.

Producer Agreement - The contract between Highmark and the Producer to which this Disclosure Statement is attached.

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Section II - Conflict of Interest Disclosure Statement

PLEASE NOTE: You do not need to specify the identities of entities you disclose below. Also, disclosure of business relationships will not affect your ability to perform work for Highmark unless an actual, potential or apparent conflict cannot be mitigated.

1. Does Producer have any Relationship with the Centers for Medicare and Medicaid Services (“CMS”) in regard to business opportunities for Medicare Administrative Contracts (“MAC”) under the Medicare Modernization Act, or has it had any such relationship within the past two years?

NO YES If you answered “YES”, please describe each Relationship below.

2. Does Producer have any Relationship with any other entities that have bid or are current MAC bidders?

NO YES If you answered “YES”, please describe the type of entity, the Relationship, and nature of the bid.

3. Does Producer have any Relationship with any other entity that intends to submit a MAC bid?

NO YES If you answered “YES”, please describe the type of entity, nature of the Relationship, and nature of the bid.

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4. Was Producer previously employed by or contracted with CMS in connection with MAC business, including but not limited to involvement with the design of a request for proposals or proposed evaluation factors for proposals?

NO YES If you answered "YES", please provide brief position descriptions and dates of employment.

Section III - Certification

I certify that the information I have provided in responding to this Conflict of Interest Disclosure is complete and accurate to the best of my knowledge and belief. I also certify that I have neither given nor received any gift, gratuity or entertainment in connection with work related to Medicare. I further certify that if any additional Relationships, interests or situations impacting my response to the above questions should occur, I will advise Highmark in writing within five (5) days.

I certify that I have no conflicts related to Medicare, in accordance with the above questions and that I will consult Highmark promptly in the event of any questions concerning actual, apparent or potential conflicts of interest.

Producer: _____ *Phone:* _____
(Please type or print legibly)

Signature: _____

Date: _____

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Highmark Companies

Alliance Ventures, Inc.	Industrial Medical Consultants, Inc.
Caring Foundation	JEA, Inc.
Davis Vision of Michigan, Inc.	Keystone Health Plan West, Inc.
Davis Vision, Inc.	KV Holdings, Inc.
Davis Vision IPA, Inc.	Mountain State Blue Cross & Blue Shield
Davis Vision of Nevada, Inc.	Parker Benefits, Inc.
DVSC, Inc.	Standard Property Corporation
Empire Vision Center, Inc.	United Concordia Companies, Inc.
Employee Benefit Data Services Co. (EBDS)	United Concordia Dental Corp. of Alabama
Eye Care Centers of America (ECCA)	United Concordia Dental Plans of Arizona
HCI, Inc.	United Concordia Dental Plans of California
HealthGuard of Lancaster, Inc.	United Concordia Dental Plans of New York
HealthGuard Management Services, Inc.	United Concordia Dental Plans of Delaware, Inc.
Highmark Broker Services, Inc.	United Concordia Dental Plans of Florida, Inc.
Highmark Casualty Insurance Company	United Concordia Dental Plans of Illinois, Inc.
Highmark Foundation	United Concordia Dental Plans of Kentucky, Inc.
Highmark Inc.	United Concordia Dental Plans of the Midwest, Inc.
Highmark Health Insurance Company	United Concordia Dental Plans of PA, Inc.
Highmark Medicare Services Inc.	United Concordia Dental Plans of Texas, Inc.
Highmark Senior Resources, Inc.	United Concordia Dental Plans, Inc.
HM Benefits Administrators, Inc.	United Concordia Insurance Company
HM Insurance Group, Inc.	United Concordia Life and Health Insurance Co.
HM Life Insurance Company	United Concordia Services, Inc.
HM Life Insurance Company of New York	Viva Optique, Inc.
HVHC, Inc.	

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

HIGHMARK SENIOR RESOURCES, INC.
PRODUCER APPOINTMENT AGREEMENT

(Individual)

This Appointment Agreement (“Agreement”) is made effective as of the date set forth below by and between Highmark Senior Resources, Inc. (“Highmark”), and _____ (“Producer”) an individual whose address is _____

WHEREAS, Producer has been issued a license by the applicable state Insurance Department (“Department”); and

WHEREAS, Producer has requested Highmark to appoint him/her as a producer to sell Highmark products.

NOW, THEREFORE, intending to be legally bound, the parties to this Agreement agree as follows:

1. Producer warrants that he/she has been issued a valid producer license by the Department and that the license is in full force and effect. Producer further warrants that his/her license reflects lines of authority for the kinds of insurance that Producer intends to sell on behalf of Highmark.
2. Producer has completed the Producer Appointment Information Form (“Information Form”), attached to this Agreement and made a part of this Agreement, prior to the execution of this Agreement. Producer hereby warrants to Highmark that the information contained on the Information Form is true and correct as of the date Producer executes this Agreement.
3. Highmark hereby appoints Producer to act as its producer in the sale and service of products that it shall specify from time to time.
4. This Agreement shall become effective on the date signed by Highmark and shall be unlimited in duration; provided, however that this Agreement will automatically terminate if, at any time, Producer’s license is suspended, revoked, or otherwise no longer valid.
5. Either party may terminate this Agreement, with or without cause, by giving written notice to the other party at the address set forth in this Agreement.
6. The parties agree that nothing contained in this Agreement shall create an employment relationship between them.
7. Highmark shall have the right, with prior written notice, to conduct periodic audits of the books and records of Producer as such relate to this Agreement.
8. Producer shall obtain and keep in force, during the term of this Agreement, Errors and Omissions Insurance in an amount and, with an insurance carrier reasonably satisfactory to Highmark. Upon request, Producer agrees to provide Highmark with a Certificate of Insurance evidencing the required coverage.

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9. Highmark, at its option, may assign or transfer this Agreement to any affiliated or successor entity.
10. Producer agrees to comply with all Highmark guidelines, procedures and policies, as may be in effect from time to time.
11. Producer agrees to notify Highmark promptly upon the occurrence of any event which may affect the ability of the Producer to fulfill his/her obligations under this Agreement or affect the status of Producer's license.
12. Producer agrees to satisfy all obligations that he/she may have under this Agreement in accordance with applicable law.
13. Producer acknowledges that Highmark shall make any and all disclosures regarding the appointment and termination of Producer, pursuant to its duty to comply with applicable law.
14. Producer acknowledges that Highmark may amend this Agreement, without prior notice or consent, to comply with a change in applicable law.
15. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania. The invalidity or unenforceability of any terms or provisions in this Agreement shall in no way affect the validity or enforceability of any other terms or provisions of this Agreement.
16. This Agreement, together with any attachments hereto, constitutes the entire Agreement between the parties, and supersedes all other proposals, understandings or agreements, whether written or oral, previously entered into between Highmark and Producer for the purpose of appointing Producer to sell Highmark products.

NOW, THEREFORE, the parties hereto have executed this Agreement as of the date set forth below.

Producer: _____ Highmark Senior Resources, Inc.:

Name: _____ By: _____
(Please type or print legibly)

Name: _____ Title: _____
(Signature)

Date: _____ Date: _____

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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Highmark Medicare Marketing Standards of Conduct

Agents, brokers and Highmark sales representatives may not engage in activities which have the potential to mislead, confuse or misrepresent Highmark Senior Products. When selling Highmark Senior Products, you must comply with all state licensure laws, as well as all applicable and Part D laws, CMS policies, including CMS Marketing Guidelines, and all federal health care laws (including civil monetary penalty laws). The list below highlights certain standards and rules that agents, brokers and Highmark-employed sales representatives must abide by. You acknowledge that you are aware of these guidelines, agree to follow them and to otherwise comply with all applicable legal requirements.

Among other requirements, agents, brokers and Highmark-employed sales representatives:

- Must be able to provide thorough information about the product(s) benefit plan including co-payments, deductibles and network providers;
- May not claim recommendation or endorsement by the Centers for Medicare & Medicaid Services (CMS) or that CMS recommends that Medicare beneficiaries enroll in the plan;
- Must use and follow Highmark provided (or other Highmark approved) product scripts or talking points for sales presentations including all disclosures in accordance with CMS guidelines;
- May not make any statement, claim, or promise that conflicts with, materially alters, or erroneously expands upon the information contained in CMS-approved materials;
- May not use providers or provider groups to distribute printed information comparing benefits of different health plans, unless the materials have the concurrence of all Medicare Advantage Organizations' (MAO's) involved and unless the materials have received prior approval from CMS;
- May not accept enrollee applications in provider offices or other places where health care is delivered. Sales presentations may be conducted and enrollment applications may be distributed and collected only in common areas of a health care setting, away from where care is delivered;
- May not offer gifts or payment as an inducement to enroll in an Highmark Medicare product;
- May not engage in any discriminatory marketing practice, such as attempting to enroll Medicare beneficiaries from higher income areas, without a similar effort in lower income areas;
- May not conduct door-to-door solicitation of Medicare beneficiaries;
- May not ask for personal information (i.e., Medicare number, bank account or credit card numbers) during sales presentations;

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- May not send e-mails to a Medicare beneficiary, unless the beneficiary agrees and gives their express consent to receive e-mails related to Highmark’s health benefits plans, products, services, and/or educational information related to health care at the time the beneficiary is providing his/her email address. The consent must be documented; and,
- Must comply with the National-Do-Not-Call Registry, as well as applicable state telemarketing “Do Not Call” regulations, honor “do not call again” requests, and abide by Federal and State calling hours.
- May not take advantage of a Medicare lead to sell other insurance products to a Medicare beneficiary for which the beneficiary may not be suited, to the extent such activity would violate state licensure laws.