

Highmark Inc. Producer Agreement Medicare Products

This Producer Agreement is between Highmark Inc. (Highmark), its successors in interest and any additional Highmark affiliate designated below, collectively referred to herein as "Highmark" and

_____ (Producer)

having its principal place of business at:

(Street Address) (P.O. Box, if applicable)

(City) (State) (Zip Code)

WHEREAS, Highmark desires to engage Producer to assist in marketing and selling certain products in the Service Area, and Producer desires to market and sell Highmark products;

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority and intending to be legally bound, have executed this Agreement.

Highmark Inc.

(Print Name of Authorized Signer)

(Authorized Signature)

(Title)

(Date) (Month) (Day) (Year)

Highmark Senior Resources Inc.

(Print Name of Authorized Signer)

(Authorized Signature)

(Title)

(Date) (Month) (Day) (Year)

Producer

(Producer Name)

(Tax ID/SSN #)

(Phone Number)

(FAX Number)

(E-mail Address)

(Producer Contact, if Different from Authorized Signer)

(Print Name of Authorized Signer)

(Authorized Signature)

(Title)

(Date) (Month) (Day) (Year)

When completed, please detach Page 1, and return it to Highmark. Page 2 should be completed and remain with the Agreement.

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(Date) (Month) (Day) (Year)

Page 2 should be completed and remain with the Agreement.

Section 1. Definitions

- 1.1 “Agreement” means this Producer Agreement.
- 1.2 “Highmark” shall mean Highmark Inc. or its successors in interest and any Highmark affiliate identified on pages 1 and 2 of this Agreement.
- 1.3 “Producer” means the licensed entity (and its directors, officers, employees, licensed producers and legal agents) entering into this Agreement with Highmark.
- 1.4 “Producer of Record” means a Producer that has been designated in writing by a Client to be entitled to receive commission on the sale, as provided on the applicable sample letter, attached hereto and marked as Schedule “D”.
- 1.5 “Producer of Record Letter” means the applicable sample letter or other form attached hereto and marked as Schedule “D” which has been executed by a Client, which designates the Producer of Record, and which may provide the amount of commission payable to that producer.
- 1.6 “Client” means the entity or individual entering into a contract with Highmark for one or more Health Benefits Products. If Client is a sole proprietor, then the sole proprietor is an employee for purposes of this requirement. An entity that purchased health benefits coverage through participation or membership with an association, to which a Health Benefits Product is issued, is not a Client.
- 1.7 “Existing Business” means any Client that is currently under contract for a Health Benefits Product with Highmark.
- 1.8 “New Business” means any business that is not Existing Business.
- 1.9 “Health Benefit Product” means any one product or any one or a combination of the Medicare products that comprise the Health Benefits Products including, but not limited to those listed on Schedule “A” to this Agreement, as amended from time to time by Highmark.
- 1.10 “Service Area” means the counties in Pennsylvania or West Virginia identified in Schedule B to this Agreement, as may be modified from time to time by Highmark, in which the Producer is authorized to sell, solicit or negotiate insurance on behalf of Highmark.

Section 2. Appointment and Relationship

- 2.1 Highmark shall appoint the Producer and its individual, licensed employee producers to represent Highmark in accordance with the terms of this Agreement, following prompt completion and submission to Highmark of the applicable Producer Appointment Information Form and Conflict of Interest Disclosure Statement and Appointment Agreement, provided in Schedule E to this Agreement.
- 2.2 Producer’s relationship to Highmark is that of an independent contractor, and nothing contained in this Agreement shall be construed to make the Producer an employee of Highmark. The Producer shall not represent itself as an employee of Highmark. Further, nothing in this Agreement is intended nor shall be construed to create a partnership or

joint venture between Highmark and the Producer. Highmark shall not be responsible for the expenses, obligations or any liabilities of the Producer or its individual, licensed employee producers or legal agents.

2.3 Highmark is an independent licensee of the Blue Cross and Blue Shield Association.

Section 3. Scope of Producer's Authority

3.1 Producer has no authority except that which is expressly set forth in this Agreement. No authority may be implied from the authority expressly granted.

3.2 Producer has no authority to bind or commit Highmark, except as specifically authorized by Highmark in this Agreement.

3.3 Highmark authorizes the Producer to do the following:

3.3.1. To sell, solicit and negotiate Highmark Health Benefits Products to Clients in the Service Area, in accordance with Highmark's requirements.

3.3.2. To facilitate installment of sold Clients, using forms and procedures required by Highmark for enrollment and installation purposes.

Section 4. Producer Duties and Responsibilities

4.1 Compliance with Highmark Requirements

4.1.1. Producer shall comply with and enforce Highmark's rules, code of ethics, guidelines, policies, procedures, and instructions (hereinafter collectively referred to as "Highmark Requirements") pertaining to solicitation, underwriting, participation, marketing, rate quotation, proposal submission, Client eligibility, sold Client installation, or servicing of sold Clients. Highmark Requirements, and any revisions thereto, shall be communicated to the Producer in a reasonable time and manner, as determined by Highmark.

4.1.2. Producer shall maintain records and forms that are reasonably required by Highmark or required under applicable law. Producer shall permit Highmark, upon reasonable notice, to inspect and make copies of all records in Producer's possession which relate to the subject matter of this Agreement. Any such records that constitute the property of Highmark together with all materials furnished to the Producer by Highmark shall be subject to examination by or surrender to Highmark at any time.

4.1.3. Producer shall not use, publish or cause to be published, circulate or cause to be circulated, or utilize in the marketing effort contemplated under this Agreement any advertising material other than that approved in writing or furnished by Highmark. Advertising material includes, but is not limited to:

- (a) printed and published material, audiovisual material, or descriptive literature used in direct mail, newspaper, magazines, radio and television scripts, electronic commerce, billboards and similar displays;

- (b) descriptive literature and sales aids of all kinds but not limited to circulars, leaflets, booklets, illustrations, computer proposals, and form letters;
- (c) all materials containing brands, including but not limited to symbols, names, service marks and derivative marks owned by Highmark, or the Blue Cross and Blue Shield Association.

4.1.4. Producer is not permitted to offer or sell direct pay, individual health insurance products underwritten by Highmark or any other insurance carrier to Clients that are eligible for group coverage under a Highmark group Health Benefits Product, either as an employee or other enrollee or as a dependent of an employee or other enrollee, except for those dependents who are eligible for the Childrens' Health Insurance Program. Violation of this provision by the Producer shall constitute a basis for termination of this Agreement for cause. Clients eligible for group coverage under a Highmark group Health Benefits Product means Clients who:

- (a) qualify for a membership or participation in one or more associations or other entities through which Highmark group coverage is available; and
- (b) satisfy Highmark participation and underwriting guidelines for groups.

Nothing in this sub-section shall be construed to mean that a Client is required to become a member or participant in any association or entity through which Highmark group coverage is available. Clients who choose to decline such membership and participation may elect to have a Highmark group Health Benefits Product issued directly to it, subject to satisfaction of Highmark participation and underwriting guidelines.

4.1.5. Notwithstanding the provisions of sub-section 4.1.4, above, direct pay individual Highmark health insurance products may be offered to Clients eligible for group coverage, as defined above, only under the following circumstances:

- (a) the Producer has presented the Client with all available group coverage options, including coverage through membership or participation in one or more associations or other organizations offering Highmark group coverage, and the option of having a separate group policy issued directly to the Client; and
- (b) the Client has rejected all available group coverage options presented by the Producer for the reason that he or she will either:
 - i. not purchase any insurance coverage because the cost is prohibitive; or
 - ii. seek individual or group coverage from a competing insurance carrier.

- 4.1.6. Producer acknowledges that Highmark is an independent licensee of the Blue Cross and Blue Shield Association.
- 4.1.7. Producer acknowledges that it has no authority or license to use the Brands owned by Highmark or by the Blue Cross Blue Shield Association, an Association of independent Blue Cross and Blue Shield Plans. These Brands include the cross and shield symbols and names. Any references to the Brands made by Producer in its own materials are subject to prior review and approval by Highmark, an independent licensee of the Blue Cross and Blue Shield Association.
- 4.1.8. On an annual basis, and prior to selling any products hereunder, Producer shall complete and pass (score of 80% 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 must earn a certification that qualifies Producer to sell the Medicare Health Benefits Products authorized pursuant to this Agreement.

4.2 Premium Remittance

- 4.2.1. Producer is not authorized to collect or remit any premium from Clients.

4.3 Customer Service

- 4.3.1. Producer shall arrange for its own customer service unit to receive and respond to customer inquiries regarding Health Benefit Plans. Such service units shall be staffed during regular business hours, to support and supplement customer service provided by Highmark.
- 4.3.2. Producer shall provide Highmark client managers and other Highmark personnel with direct access to all current and prospective Clients.
- 4.3.3. Producer shall maintain, at its expense, electronic capabilities, data processing systems, equipment and facilities, an office or offices, and competent staff sufficient to perform its obligations under this Agreement.
- 4.3.4. Producer shall obtain and maintain, facsimile, voice mail, electronic funds transfer capability, electronic mail capability, and other electronic capabilities as shall be requested by Highmark from time to time. Producer also shall provide Highmark its electronic mail address. These capabilities shall be maintained throughout the term of this Agreement.
- 4.3.5. Producer shall train, manage and pay its employees in a manner sufficient to perform its obligations under this Agreement.
- 4.3.6. Producer shall use its best efforts to increase persistency and customer service satisfaction using guidelines, procedures and standards developed by Highmark for these purposes.
- 4.3.7. Producer shall allow Highmark to reevaluate its quote on Existing Business prior to such business being quoted by or placed with another insurance carrier.

- 4.3.8. Producer shall submit all pertinent Client information to Highmark, in accordance with Highmark's Requirements, including any additional information or changes occurring after the Client's original request for quotation.
- 4.3.9. Producer shall meet with representatives of Highmark not less than annually to share best practices and to develop business plans.

4.4 Regulatory Compliance and Insurance

- 4.4.1. Producer shall hold an appropriate producer license and be appointed by Highmark **prior** to the solicitation or offering of any Health Benefits Products to potential customers on behalf of Highmark. **No business will be accepted from any producer prior to appointment by Highmark.**
- 4.4.2. Producer shall comply with all applicable state and federal laws.
- 4.4.3. Producer shall promptly notify Highmark of any termination, suspension, or expiration of the Producer's license or of any employee's licenses. The Producer shall promptly notify Highmark in the event it is charged by state or federal regulators with any wrongdoing for which the penalty of suspension or revocation of its producer's license is possible.
- 4.4.4. During the term of this Agreement, Producer shall obtain and maintain in full force and effect, at its expense, errors and omissions insurance, fidelity insurance, directors and officers insurance (as applicable), and general liability insurance in such amounts and on such terms as are reasonably acceptable to Highmark, but in no event less than the following: Errors and Omissions - \$1,000,000 per loss/aggregate, Fidelity - \$100,000 limit, and General Liability - \$1,000,000 per occurrence/aggregate.
- 4.4.5. Upon request, Producer shall furnish Highmark, as evidence of coverage, certificates of insurance for Fidelity, Errors and Omissions and General Liability insurance. Further, the Producer shall not cancel or reduce any such insurance without Highmark's prior written consent. Highmark reserves the right to change its reasonable requirements regarding such insurance by giving Producer written notice of the revised requirements.
- 4.4.6. Producer shall notify Highmark within five (5) days if it receives notice that its liability insurance carrier intends to terminate, cancel, non-renew, or rescind the errors and omissions insurance, fidelity insurance, directors and officers insurance (as applicable), and general liability insurance coverage.
- 4.4.7. Producer shall promptly forward to Highmark, any and all complaints, and/or inquiries, written or oral, that it received from any state or federal regulator or official, regarding or pertaining to the subject matter of this Agreement.

4.5 Organizational Conflicts of Interest

- 4.5.1. As a Medicare contractor, Highmark is required to make certain certifications to the federal government concerning Organizational Conflicts of Interest ("OCIs") to confirm that no unresolved actual, apparent or potential OCIs exist.

Therefore, Producer agrees to certify that all relationships and contacts that it or its subsidiaries, affiliates or key personnel have or may have had with the Centers for Medicare and Medicaid Services (“CMS”) have been disclosed to Highmark in writing, as provided in Schedule E, the Highmark Inc. Producer Appointment Information Form and Conflict of Interest Disclosure Statement. In addition, Producer certifies that none of its employees that may be assigned to provide services under this Producer Agreement, nor any of such employees’ immediate family members, have any current or past relationship with CMS, that have not been disclosed.

- 4.5.2. Highmark is required to notify CMS within forty-five (45) days of any change to the OCI information submitted in its certification to CMS. Therefore, Producer agrees to inform Highmark, in writing, within five (5) business days of identifying any activity that creates an actual, apparent or potential conflict of interest. If Highmark determines, in its sole discretion, that any conflict of interest exists and cannot be reasonably mitigated, Highmark may terminate this agreement in accordance with Section 9.3.12 of this Producer Agreement.

Section 5. Highmark Duties and Responsibilities

- 5.1 Highmark shall provide Producer with marketing, sales and other materials that it considers appropriate and necessary for use by Producer for activities covered under this Agreement.
- 5.2 Highmark shall deliver to Producer production reports at such times and in such manner as Highmark shall reasonably determine necessary and appropriate.
- 5.3 Highmark shall make training opportunities available to Producer with such substance, manner and frequency as Highmark shall determine reasonable and appropriate from time to time.

Section 6. Producer’s Representations and Warranties

- 6.1 On the date hereof and during the term of this Agreement, Producer hereby warrants and represents to Highmark as follows:
 - 6.1.1. The Producer, and each of its employee producers, has and will comply with all applicable federal, state and local laws and shall, whenever necessary, obtain and maintain, at its own expense, all licenses required for it and each of its employee producers, to perform its obligations under this Agreement.
 - 6.1.2. Producer has the authority to enter into this Agreement. Performance of its duties and obligations as set forth in this Agreement will not breach or conflict with Producer’s Bylaws or Articles of Incorporation, or with any agreement, covenant, or understanding (oral or written) to which Producer is bound.
 - 6.1.3. Producer is a duly organized and validly existing entity in the Commonwealth of Pennsylvania or West Virginia.

Section 7. Confidentiality

- 7.1 During the term of this Agreement and any extension thereof, or at any time after termination of the Agreement in addition to its obligations under Section 15.4, the

Producer shall not divulge or use any confidential and/or proprietary information about the business of Highmark, except in furtherance of Producer's obligations under this Agreement and except as authorized by Highmark in writing. Confidential and proprietary information about the business of Highmark includes, but is not limited to, policies, procedures, underwriting guidelines, and/or Client specific proposals of Highmark, which the Producer obtained or to which it was granted access by reason of this Agreement.

- 7.2 Group records that are made and maintained separately by Highmark and Producer are neither proprietary nor confidential information as to either party to this Agreement, and shall be jointly owned by the parties. These jointly-owned records include, but are not limited to, the details of existing group or individual coverage.
- 7.3 Producer agrees that any violation of the provisions of this Section will cause immediate and irreparable harm to Highmark not compensable by monetary damages and that Highmark will be entitled to obtain injunctive relief, in addition to other relief, in any court of competent jurisdiction, to enforce the provisions hereof.

Section 8. Compensation

- 8.1 Producer shall comply with Highmark's policy regarding its disclosure to Clients of the amount of commissions and fees received by Producer from Highmark, which policy may change from time to time.
- 8.2 Highmark reserves the discretion to inform any Client of the amount of commission and fees received by Producer pursuant to the terms of this Agreement.
- 8.3 Highmark's obligation to pay commission under this Agreement on group business is contingent on the Producer's prior submission of the applicable Producer of Record Letter, as set forth in Schedule "D", and executed by the Client.
- Highmark's obligation to pay commission under this Agreement on individual, direct pay business is contingent on the Producer's prior submission to Highmark of The Broker/Agent Enrollment Application Addendum, signed by the Producer and The Client.
- 8.4 Commission will be paid according to Schedule "C" of this Agreement.
- 8.5 The following additional requirements and conditions shall apply to Highmark's payment of Producer commission:
- 8.5.1 Commission shall be payable monthly upon commencement or renewal of the Client contract for a Health Benefits Product. If new coverage is added to a Client's existing Health Benefits Product, the Producer shall be paid the existing commission on the new and the existing Plans.
- 8.5.2 Any assignment by Producer of commission payable under this Agreement is subject to prior approval by Highmark.
- 8.6 Any commissions to be repaid by the Producer, shall offset against commissions payable to the Producer.

- 8.7 Retroactive commissions will be paid provided a Producer of Record letter is on file, or is obtained, verifying that the Producer was the Producer of Record (POR) for the time period in question. Provided these criteria are met, Highmark will authorize retroactive payment as far back as twelve (12) months prior to the date the claim for retroactive commission is made.
- 8.8 Upon termination of this Agreement by the Producer for any reason, the Producer shall have no right to receive further commission.
- 8.9 Upon termination of this Agreement by Highmark, without cause, commissions shall be paid on group business for the balance of the Client's contract year, and on direct pay (individual) business for the balance of the calendar year. Payment of such Commissions is contingent upon coverage remaining continuously in force during that year and Producer remaining Producer of Record. No further commissions will be paid.
- 8.10 Upon termination of this Agreement by Highmark for cause, the Producer shall have no right to receive additional commissions. Commission payments shall end as of the last day of the month in which termination occurs.
- 8.11 The commission amounts and calculation formulas set forth in Schedule "C" may be revised from time to time by Highmark in its sole discretion. Highmark shall provide reasonable advance notification to Producer of any such revision.
- 8.12 If one Producer is replaced by another Producer as Producer of Record for the same Client, such change will take effect in accordance with Highmark's policy regarding replacements. This policy is subject to change at Highmark's discretion.

Section 9. Term of Agreement, Suspension of Authority and Termination

- 9.1 This Agreement shall be effective from the date on which it is executed by Highmark and shall continue in full force and effect for twelve (12) consecutive months, the "Initial Term", at which time, unless terminated as provided below, this Agreement shall automatically renew for a further period of twelve (12) consecutive months and thereafter from year to year.
- 9.2 This Agreement may be terminated at any time by either party upon sixty (60) days written notice to the other party.
- 9.3 This Agreement may be terminated immediately for cause by Highmark upon the occurrence of any of the following:
- 9.3.1. The Producer has materially breached any material term of this Agreement.
 - 9.3.2. Such termination is required by state or federal law, or by an order of any state or federal regulator or court with authority to issue such an order.
 - 9.3.3. Termination or suspension of the Producer's license or appointment.
 - 9.3.4. The Producer withholds, converts for its own use, or otherwise misappropriates funds of Highmark or a Client.
 - 9.3.5. The Producer commits any illegal act or fraud in the performance of its duties under this Agreement.

- 9.3.6. The Producer fails to maintain the insurance coverages required under this Agreement.
- 9.3.7. Upon the Producer's dissolution, bankruptcy or insolvency.
- 9.3.8. Upon the Producer's conviction, entry of a plea of *nolo contendere*, or the imposition of probation without verdict for any felony, or a misdemeanor related to the business of insurance, including but not limited to fraud, theft, embezzlement, or any other offense related to the misuse or taking of funds.
- 9.3.9. Upon the occurrence of any act or omission by Producer which would cause Highmark to be in violation of any law of any jurisdiction.
- 9.3.10. Upon the sale of a controlling interest in Producer.
- 9.3.11. Upon notification by Producer that it has been charged by state or federal regulators with any wrongdoing, for which suspension or revocation of Producer's license is possible.
- 9.3.12. Upon Highmark's determination that an Organizational Conflict of Interest exists, in accordance with Section 4.5 of this Agreement, which cannot be reasonably mitigated.

Section 10. Privacy Compliance

- 10.1 Member Privacy. All personally identifiable information about Highmark's Members ("Protected Health Information" or "PHI") is subject to various statutory privacy standards, including the regulations of the Pennsylvania Insurance Department implementing Title V of the Gramm-Leach-Bliley Act (31 Pa. Code Chapters 146a and 146b); other state law; the Health Insurance Portability and Accountability Act of 1996 and regulations adopted thereunder by the Department of Health and Human Services, 45 CFR Parts 160, 162, 164 ("HIPAA"). The parties will treat all such information in accordance with those standards, and will use or disclose PHI received from the other only for the purposes stated in this Agreement, or to comply with judicial process or any applicable statute or regulation.
- 10.2 Business Associate Provisions. Whenever any activity under this Agreement would cause Producer to be considered a "Business Associate" as defined in 45 C.F.R. § 160.103, the following restrictions will apply to all uses and disclosures of all PHI.
 - 10.2.1. In all instances where the HIPAA "minimum necessary" standard, as provided in 45 C.F.R. § 164.502(b), applies, Highmark shall disclose PHI to Producer, and Producer shall collect, create, or re-disclose such PHI, to the minimum extent reasonably necessary to permit the performance of Producer's duties as described in this Agreement.
 - 10.2.2. Producer shall use the PHI only to perform the functions delegated to it under this Agreement, and for no other purpose.
 - 10.2.3. Producer will:

- (a) Not use or further disclose PHI other than as permitted or required by this Agreement, or to comply with judicial process or any applicable statute or regulation;
- (b) Notify Highmark in advance of any disclosure of PHI that Producer is required to make under any judicial or regulatory directive;
- (c) Notify Highmark, and obtain Highmark's written consent, prior to engaging a subcontractor to which Producer intends to provide PHI;
- (d) Not transmit PHI to any person, entity, facility or subcontractor physically located outside of the United States;
- (e) Implement reasonable and appropriate administrative, technical and physical safeguards to preserve the integrity, confidentiality and availability of PHI, and to prevent non-permitted use or disclosure of PHI. When so required:
 - i. Such safeguards shall be consistent with applicable requirements of 45 C.F.R. Part 164, Subpart C, pertaining to the security of Electronic Protected Health Information ("EPHI");
 - ii. Producer will ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect it; and
 - iii. Producer will report any security incident (as defined in 45 C.F.R. § 164.304) of which it becomes aware to Highmark.
- (f) Report to Highmark any use or disclosure of PHI not provided for in this Agreement of which Producer becomes aware within thirty (30) days of such disclosure. The report must contain (1) the disclosure date, (2) the name and address of the recipient of the disclosure, (3) a brief description of the PHI disclosed, and (4) a brief statement of the purpose of the disclosure;
- (g) Ensure that any agents, including any subcontractor approved by Highmark under subsection (C) above, to whom Producer provides PHI received from Highmark, or created or received by Producer on behalf of Highmark, agrees to the same restrictions and conditions that apply to the protection of information under this Agreement;
- (h) If Producer holds any PHI in a Designated Record Set as defined by HIPAA, make PHI available to individuals as required by 45 C.F.R. § 164.524;
- (i) If Producer holds any PHI in a Designated Record Set as defined by HIPAA, make PHI available for amendment and incorporate any amendments in accordance with 45 C.F.R. § 164.526;
- (j) Make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528;

- (k) Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created, or collected by the Producer on behalf of Highmark, available to the Secretary of Health and Human Services and/or Highmark when called upon for purposes of determining Highmark’s and/or Producer’s compliance with federal privacy standards; and
 - (l) At termination of this Agreement, if feasible, return or destroy all PHI received from Highmark, or created or received by Producer on behalf of Highmark, that Producer still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, continue to treat all such information in accordance with the limits provided in this Agreement and limit further uses and disclosures to those purposes that make the return or destruction of the information unfeasible.
- 10.2.4. If the HIPAA regulations governing PHI are modified in any way affecting the Business Associate Provisions of this Agreement, as soon as reasonably possible, but no later than the compliance date for any regulation, the parties shall review this Agreement and, as necessary, modify this Agreement to incorporate any relevant provisions.
- 10.2.5. If Highmark determines that Producer has violated a material term of these Business Associate Provisions, Highmark is authorized, pursuant to 45 C.F.R. §164.504(e)(2)(iii), to terminate this Agreement.
- 10.2.6. The terms and conditions of these Business Associate Provisions will override and control any conflicting term or condition of this Agreement. All nonconflicting terms and conditions of this Agreement remain in full force and effect.
- 10.2.7. All notices regarding the use or disclosure of PHI required to be given under this Agreement, or questions regarding the handling of PHI, should be addressed to:

Highmark Inc. Privacy Office

Address: 1800 Center Street
Camp Hill, PA 17011

Telephone: 1-866-228-9424 (toll free)

Fax: 1-717-302-3601

Section 11. Violent Crime Control Act

11.1 Highmark, as an insurer engaged in the business of insurance in the Commonwealth of Pennsylvania and West Virginia, is required to comply with the provisions of the Violent Crime Control and Law Enforcement Act of 1994 (“VCCA”), 18 U.S.C. §§ 1033 *et seq.*, and the related Pennsylvania Insurance Department Notice No. 2000-04. The VCCA prohibits companies and individuals from engaging in the business of insurance if the company or individual has ever (1) pled guilty to, (2) pled no contest to, or (3) been convicted of (a) any criminal felony involving dishonesty or a breach of trust, or (b) of an offense defined within the VCCA, unless that company or individual has obtained written consent from the appropriate state insurance department. The Insurance Departments of Pennsylvania and West Virginia have determined that consultants and contractors of insurers are “engaged in the business of insurance” for purposes of the VCCA.

- 11.2 Highmark is required by the Insurance Departments of Pennsylvania and West Virginia to obtain assurances from its consultants and contractors that they are in compliance with the VCCA. These assurances shall not be deemed to constitute an admission by the consultant or contractor that it is engaged in or participating in the business of insurance within the meaning of the VCCA or that it is otherwise subject to the VCCA or jurisdiction of the Pennsylvania or West Virginia Insurance Department.
- 11.3 Producer certifies that it has not (1) pled guilty to, (2) pled no contest to, or (3) been convicted of (a) any criminal felony involving dishonesty or a breach of trust, or (b) of an offense defined within the VCCA. Furthermore, Producer certifies that each of the employees, agents, and/or other representative of Producer who perform work or services described in the Agreement has not (1) pled guilty to, (2) pled no contest to, or (3) been convicted of any such felony or offense. Producer understands that if Producer learns that any person who is performing work or services on behalf of Producer as described in the Agreement may not be in compliance with the VCCA, Producer is obligated to immediately notify Highmark, in writing, of this information and remove the subject person from performing the work or services.
- 11.4 If Producer, to fulfill its obligations under this Agreement, wishes to use an individual who has ever (1) pled guilty to, (2) pled no contest to, or (3) been convicted of (a) any criminal felony involving dishonesty or a breach of trust, or (b) an offense defined within the VCCA, the individual must first obtain written consent from the appropriate state insurance department (e.g., Pennsylvania Insurance Department for Pennsylvania residents; otherwise, the insurance department of the individual's state of residency). Producer agrees to provide Highmark with a copy of such written consent prior to assigning this individual to perform any work or services pursuant to this Agreement.
- 11.5 Highmark reserves the right to conduct a reasonable audit to verify the compliance of Producer with the requirements of the VCCA. If requested by Highmark, Producer agrees to provide Highmark with a certification, in a form reasonably requested by Highmark, that it is in compliance with the VCCA. In addition, and if requested by Highmark, Producer agrees to provide Highmark certifications, in a form reasonably requested by Highmark, from Producer's personnel signifying their individual compliance with the VCCA.

Section 12. Other Laws

- 12.1 Producer represents that it has complied, and it shall comply during the performance of this Agreement, with all federal, state, municipal and local laws, rules and regulations applicable to its activities under this Agreement, including but not limited to compliance with commission disclosure requirements. At the request of Highmark, or of any governmental agency having jurisdiction over the activities performed under this Agreement, Producer shall furnish certifications to the effect that it has complied with said laws.
- 12.2 The parties intend that all activities under this Agreement shall be in compliance with all applicable laws and regulations. If any new law or regulation, or any interpretation of any existing law by any governmental authority, renders any activity hereunder illegal, unenforceable or noncompliant, then, notwithstanding any provision in this Agreement requiring mutual consent for amendments, Highmark may amend the Agreement to achieve compliance with such new law in accordance with this section. Highmark will notify Producer in writing at least thirty (30) days before the effective date of any such

amendment. If Highmark does not receive a written objection to the proposed amendment before the effective date stated in the notice, Producer will be deemed to have accepted the amendment.

Section 13. General Provisions

- 13.1 This Agreement, together with any attached Addendum and Schedules, constitutes the entire agreement between the parties with respect to the matters contained herein and shall not be modified or rescinded, except by a writing signed by both parties, except as otherwise provided in this Agreement.
- 13.2 This Agreement supersedes any and all contracts, stipulations and agreements, written or oral, existing between Producer and Highmark, their subsidiaries or affiliates, entered into prior to the effective date of this Agreement.
- 13.3 The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Agreement.
- 13.4 This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
- 13.5 Nothing shall preclude Highmark from seeking relief against the Producer in a Court of Law or in Equity under appropriate circumstances, including but not limited to, a request for injunctive relief. The Producer acknowledges that its obligations under this Agreement are unique and that monetary redress may be inadequate to compensate Highmark for the breach thereof. The parties hereby agree that the venue for any such law or equity proceedings shall be the Court of Common Pleas of either Allegheny or Cumberland Counties, Pennsylvania. The Producer, wherever it may be located, hereby consents to personal jurisdiction and venue before the Court of Common Pleas of either Allegheny or Cumberland Counties, Pennsylvania.
- 13.6 This Agreement may be amended to comply with changes in applicable federal or state law, which amendment shall become effective without requiring the written agreement of the parties, unless Producer rejects such amendment by providing written notice to Highmark of its rejection within thirty (30) days of receipt. Such amendment shall become effective immediately upon its mailing, unless Highmark indicates otherwise.
- 13.7 If any one or more of the provisions contained in this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired, provided however, that in such case the parties shall achieve the purpose of the invalid provision by agreeing to a new, legally valid provision which shall become part of this Agreement.
- 13.8 This Agreement shall not be sold, pledged, or assigned by the Producer without the prior written consent of Highmark.
- 13.9 No assignment of commissions or any other payments due under this Agreement shall be valid without the prior written consent of Highmark.
- 13.10 All communications required or permitted to be given under this Agreement shall be in writing, unless otherwise provided in this Agreement, and shall be sent by prepaid

certified, registered or standard mail or a nationally recognized overnight courier, or transmitted by facsimile, or sent via electronic mail addressed to the Highmark regional contact or the Producer contact to whom it is directed at its electronic or standard mailing address set forth on pages one and two of this Agreement, or to such other contact's address as may from time to time be specified by one party to the other. All communications shall be effective upon the earlier of (a) receipt, or (b) with respect to communications that are sent by standard, certified or registered mail, three (3) business days after mailing, and with respect to communications sent by overnight courier one (1) business day after sending.

- 13.11 Either party may at any time change its contact or address for communication purposes, by sending a notice, stating the change and setting forth the new information. The new information shall be effective on the date specified in such communication, or if no date is specified, on the tenth (10th) day following the date such communication is received.
- 13.12 Forbearance, failure or neglect by either party to enforce any or all of the provisions of this Agreement shall not be construed as a waiver or estoppel of any of the rights or privileges of that party under this Agreement.
- 13.13 The Producer agrees to indemnify and hold Highmark, its respective affiliates and subsidiaries and their respective officers, directors, and employees harmless from any damage and against any liability for loss, cost, expenses, fines, penalties, including punitive or exemplary damages and all costs of defense, including reasonable attorney's fees; (i) resulting from any act, error or omission, whether intentional or unintentional, by the Producer and its officers, directors, employees or legal agents, related to or which arise out of the business covered by this Agreement, or (ii) resulting from any obligation, act or transaction created or performed by the Producer in violation of its authority as provided in this Agreement.
- 13.14 Highmark agrees to indemnify and hold Producer, its respective affiliates and subsidiaries and their respective officers, directors, and employees harmless from any damage and against any liability for loss, cost, expenses, fines, penalties, including punitive or exemplary damages and all costs of defense, including reasonable attorney's fees; (i) resulting from any act, error or omission, whether intentional or unintentional, by Highmark and its officers, directors, employees or legal agents, related to or which arise out of the business covered by this Agreement, or (ii) resulting from any obligation, act or transaction created or performed by Highmark in violation of its authority as provided in this Agreement.

Section 14. Records, Reports and Audits

- 14.1 Highmark shall have the right, upon reasonable prior notice and during normal business hours, to inspect and audit all records, files and documents related to the activities covered under this Agreement. Producer agrees to fully cooperate with Highmark in conducting such inspections and audits.
- 14.2 Producer shall provide reasonable assistance to Highmark in responding to any regulatory requirements, audits or other inquiries.
- 14.3 The Producer shall maintain complete records of all transactions pertaining to Clients and correspondence to and from Clients for the current year and for a period described in Section 15.6.

Section 15. CMS Requirements

- 15.1 The Producer agrees to, and shall cause its employee producers and Retail 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 Retail Producers 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 F 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 and Retail 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 and Retail 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 must agree to accept the plan's terms and conditions prior to providing healthcare services to you, with the exception of emergencies. If your doctor or hospital does not agree to accept Highmark's payment terms and conditions, they may not provide healthcare services to you, except in emergencies. Providers can find the plan's terms and conditions on Highmark's website 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.

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Schedule A
Health Benefits Products
Medicare Products

Subject to the terms of the Highmark Producer Agreement to which this schedule is attached, Highmark will pay commission (as specified in the applicable Producer of Record Letter and Schedule “C” of this Producer Agreement) for the products listed below. Such compensation will be accepted as full compensation for services performed at the request of the Client.

GROUP PRODUCTS:

- Medicare Advantage products available as of the effective date of this Agreement.
- Medicare Prescription Drug Plans available as of the effective date of this Agreement.

INDIVIDUAL PRODUCTS:

- Medicare Advantage products available as of the effective date of this Agreement.
- Medicare Prescription Drug Plans products available as of the effective date of this Agreement.

Health Benefit Plans 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, as specified in Section 4.1.8 of this Agreement.

This is intended to be a guide and may not provide a complete list of products offered by Highmark. Please consult your Highmark Client Manager for specific product questions.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

Schedule B Service Area

Pennsylvania Service Area, Central Region

1. Adams
2. Berks
3. Centre
4. Columbia
5. Cumberland
6. Dauphin
7. Franklin
8. Fulton
9. Juniata
10. Lancaster
11. Lebanon
12. Lehigh
13. Mifflin
14. Montour
15. Northampton
16. Northumberland
17. Perry
18. Schuylkill
19. Snyder
20. Union
21. York

Pennsylvania Service Area, Northeastern Region

1. Bradford
2. Carbon
3. Clinton
4. Lackawanna
5. Luzerne
6. Lycoming
7. Monroe
8. Pike
9. Sullivan
10. Susquehanna
11. Tioga
12. Wayne
13. Wyoming

Schedule D

SAMPLE PRODUCER OF RECORD LETTER Medicare Products

Producer of Record Letters must be printed on the Client's letterhead and signed by the Client on an authorized Client representative, as applicable (owner, partner, officer, human resources director, etc.).

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

RE: Producer of Record

Dear Manager, Producer Affairs:

(Client name) has named **(Agency name, Producer name and General Agency name, if different from Agency name)** as its Producer of Record effective **(Effective Date)** for its Highmark Health Benefits Products. This Producer of Record Letter will remain in effect until Highmark is notified via a revised Producer of Record Letter, or the Client's Health Benefits Product contract is terminated.

(Client name) recognizes that **(Producer(s) of Record, as indicated above)** acts as representative(s) for Highmark in accordance with applicable Highmark agreement. It is also understood that the named Producer(s) of Record will receive commissions in consideration for services provided. The Producer(s) of Record may be eligible to receive additional compensation for achieving specified sales goals.

Sincerely, _____

(Print Name of Authorized Representative of Client)

(Title)

(Date)

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

HIGHMARK INC. PRODUCER APPOINTMENT INFORMATION CHECKLIST (Business Organization)

Important Notice Regarding Your Appointment as Producer for the Sale of Products Offered Through Highmark 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

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

Schedule E
(Page 2 of 32)

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

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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% or 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 Inc. and the Producer to which this Conflict of Interest Disclosure Statement is attached.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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: _____

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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 Medicare Services Inc.	United Concordia Dental Plans of PA, Inc.
Highmark Senior Resources, Inc.	United Concordia Dental Plans of Texas, Inc.
HM Benefits Administrators, Inc.	United Concordia Dental Plans, Inc.
HM Insurance Group, Inc.	United Concordia Insurance Company
HM Life Insurance Company	United Concordia Life and Health Insurance Co.
HM Life Insurance Company of New York	United Concordia Services, Inc.
HVHC, Inc.	Viva Optique, Inc.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

HIGHMARK INC.
PRODUCER APPOINTMENT AGREEMENT
(Business Organization)

This Appointment Agreement (“Agreement”) is made effective as of the date set forth below by and between Highmark 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.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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(Page 8 of 32)

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 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:

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

Authorized Signature: _____
(Signature)

(Printed Name of Authorized Signer)

Date: _____

Highmark Inc.:

By: _____

Title: _____

Date: _____

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

HIGHMARK INC. PRODUCER APPOINTMENT INFORMATION CHECKLIST (Individual)
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Important Notice Regarding Your Appointment as Producer for the Sale of Products Offered Through Highmark 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

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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HIGHMARK 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.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

SCHEDULE "E" – Appointment Documents - Individual – Highmark Inc.

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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 Inc. and the Producer to which this Disclosure Statement is attached.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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: _____

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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 Medicare Services Inc.	United Concordia Dental Plans of PA, Inc.
Highmark Senior Resources, Inc.	United Concordia Dental Plans of Texas, Inc.
HM Benefits Administrators, Inc.	United Concordia Dental Plans, Inc.
HM Insurance Group, Inc.	United Concordia Insurance Company
HM Life Insurance Company	United Concordia Life and Health Insurance Co.
HM Life Insurance Company of New York	United Concordia Services, Inc.
HVHC, Inc.	Viva Optique, Inc.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

HIGHMARK INC.
PRODUCER APPOINTMENT AGREEMENT
(Individual)

This Appointment Agreement (“Agreement”) is made effective as of the date set forth below by and between Highmark 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.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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, Inc.:
Name: _____ (Please type or print legibly)	By: _____
Name: _____ (Signature)	Title: _____
Date: _____	Date: _____

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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: _____

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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
(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.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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: _____

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

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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: _____ (Please type or print legibly)	By: _____
Name: _____ (Signature)	Title: _____
Date: _____	Date: _____

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

Schedule F
(Page 1 of 1)

Medicare Marketing Standards of Conduct

Producers and Highmark sales representatives may not engage in activities which have the potential to mislead, confuse or misrepresent Medicare products offered by Highmark. When selling Medicare Advantage and Part D products for Highmark, you must comply with all state licensure laws, as well as all applicable Medicare Advantage 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;
- Shall 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;
- Shall not make any statement, claim, or promise that conflicts with, materially alters, or erroneously expands upon the information contained in CMS-approved materials;
- Shall 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;
- Shall 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;
- Shall not offer gifts or payment as an inducement to enroll in a Medicare product offered by Highmark;
- Shall 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;
- Shall not conduct door-to-door solicitation of Medicare beneficiaries;
- Shall not ask for personal information (i.e., Medicare number, bank account or credit card numbers) during sales presentations;
- Shall 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 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;
- 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;
- Shall 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.

THIS SCHEDULE IS SUBJECT TO CHANGE BY HIGHMARK

SCHEDULE "F" – Highmark Medicare Marketing Standards of Conduct

Highmark Inc.

General Producer Addendum

This Addendum amends the Highmark Inc. (“Highmark”) Producer Agreement, to which it is attached and made a part.

Section 1. Definitions

- 1.1 “General Producer” means the same party that has contracted with Highmark in the Producer Agreement, to which this General Producer Addendum is attached.
- 1.2 “Retail Producer” means any licensed producer, not an employee of the General Producer, that is authorized by the General Producer to submit Highmark business through it, and that has executed a Producer Appointment Agreement.
- 1.3 Other terms used in this Addendum shall have the meanings provided in Section 1 of the Producer Agreement.

Section 2. Relationship of the Parties

Highmark shall not be responsible for the expenses, obligations or any liabilities of the General Producer or its Retail Producers, their employees or legal agents.

Section 3. Retail Producers

- 3.1 The General Producer is authorized to contract with Retail Producers to sell business in the Highmark Service Area.
- 3.2 Retail Producers shall submit business to Highmark through the General Producer. The relationship of Highmark to any Retail Producer is that of an independent contractor.
- 3.3 General Producer shall provide to its Retail Producers all Highmark Requirements, including but not limited to underwriting, participation and marketing guidelines that relate to the Health Benefits Products.
- 3.4 The Retail Producer shall be permitted to submit applications for Health Benefits Products through the General Producer subject to the following requirements:
 - 3.4.1 The Retail Producer has executed the Producer Appointment Agreement;
 - 3.4.2 The Retail Producer has been appointed by Highmark.
- 3.5 The General Producer shall be responsible for the completion and submission to Highmark of all forms required for appointing Retail Producers including but not limited to the Appointment Information Form and Conflict of Interest Disclosure Statement provided in Schedule E to the Producer Agreement.
- 3.6 The General Producer shall be responsible for making inquiries as required under applicable state law regarding the certification of appointments by entities authorized to transact insurance business. These shall include making reasonable inquiry into the following:

- a. The General Producer shall determine whether the Retail Producer possesses the professional competence and general fitness required to engage in the business of insurance;
- b. The General Producer shall verify employment history, references, and current residence; and
- c. Depending upon information disclosed by the Retail Producer in the Appointment Information Form, as well as from the other inquiries required in this Section 3.6, the General Producer shall determine whether the facts and circumstances mandate additional investigation or verification of a Retail Producer's background and responses.

The General Producer shall disclose to Highmark the results of these inquiries, and upon those results Highmark shall determine whether it will appoint the Retail Producer.

- 3.7 The Producer shall make commercially reasonable efforts to ensure faithful performance of all obligations to Highmark by its Retail Producers, including but not limited to the confidentiality obligations specified in Section 7 and the privacy compliance obligations specified in Section 10 of the Producer Agreement.
- 3.8 The General Producer shall be liable for any liabilities Highmark incurs through the negligent or wrongful acts, errors or omissions of its Retail Producers.
- 3.9 If the Producer Agreement terminates for any reason, Highmark will not accept business from any Retail Producer under contract with the terminated General Producer, except under the following circumstances:
 - 3.9.1. The Retail Producer terminates its contract with the General Producer and enters into a contract with a different General Producer; or
 - 3.9.2. The Retail Producer enters into a Producer Agreement with Highmark that authorizes it to submit business directly to Highmark.

Section 4. Limitation in Authority of Retail Producers

The scope of the Retail Producer's authority is the same as for the General Producer, as provided in Section 3 of the Producer Agreement.

Section 5. Records and Audits

General Producer shall require its Retail Producers to make their records relating to the sale of Health Benefits Products available for inspection and audit by Highmark.

Section 6. Licenses and Compliance with Law

- 6.1 General Producer shall promptly notify Highmark of any termination, suspension, or expiration of its license or of any individual employee's license or of any Retail Producer's License. The General Producer shall promptly notify Highmark in the event the General Producer is charged by any state or federal regulator with any wrongdoing for which the penalty of suspension or revocation of its producer's license is possible. General Producer shall require all its Retail Producers to disclose such information to the General Producer.

Section 7. Compensation

- 7.1 As a condition to Highmark's payment of commission to General Producer on business produced through Retail Producers, the General Producer or its Retail Producer must submit a Producer of Record Letter using the appropriate form set forth in Schedule "D" of the Producer Agreement and executed by the Client.
- 7.2 If one Retail Producer is replaced by another Retail Producer as Producer of Record for the same Client, such change will take effect in accordance with Highmark's policy regarding such replacements. This policy is subject to change at Highmark's discretion.
- 7.3 Highmark will supply to the General Producer a commission detail statement showing each Client for which the General Producer or its Retail Producer is Producer of Record. The commission detail statement will list each Client's name and the commission paid by Highmark.
- 7.4 The General Producer shall be responsible for any and all compensation for business produced or services performed by its Retail Producers. The General Producer shall indemnify and hold Highmark harmless for any and all claims asserted against Highmark by Retail Producers for the payment of commissions.
- 7.5 In the event Highmark terminates the appointment of any Retail Producer for cause, the General Producer shall have no right to receive Commission payable on any business for which the terminated Retail Producer is Producer of Record.
- 7.6 In the event the Retail Producer's appointment is terminated by Highmark for any reason, other than for cause, commission will be paid to General Producer pursuant to the provisions of the Producer Agreement.