



Tribute Health Plan of Arkansas HMO SNP

2017 Agent Packet

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Agent's Summary



Contained within this packet are the necessary steps and required documents for an individual to become contracted with and appointed to sell the Tribute Health Plan of Arkansas, a proud Medicare Advantage offering from Arkansas Superior Select, Inc. (Superior Select). As an HMO based in Arkansas, we understand the importance of local representation of our product and the value that dealing with an Arkansas company provides to our members in this state.

Thank you for joining the team and helping us maintain "A Partnership for Care"

The Plan



The Tribute Health Plan of Arkansas (Tribute) is a Medicare Advantage - Special Needs Plan limited in eligibility to the Dual Eligible population (D-SNP). All enrollees in the plan must have full benefit under Arkansas Medicaid as well as enrolled in Medicare A & B.

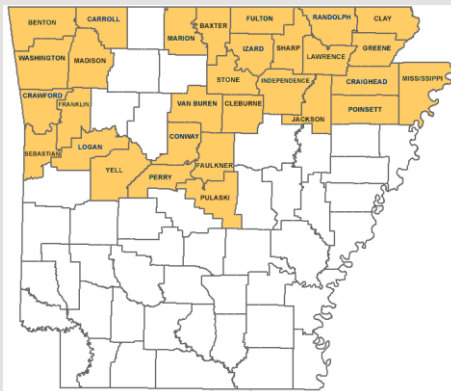
Individuals without Medicaid and Medicare are not eligible to participate in this plan.

The Service Area



Primarily located in the northern half of the state, the Tribute Health Plan of Arkansas is available in the following counties:

Baxter, Benton, Carroll, Clay, Cleburne, Conway, Craighead, Crawford, Faulkner, Franklin, Fulton, Greene, Independence, Izard, Jackson, Lawrence, Logan, Madison, Marion, Mississippi, Perry, Poinsett, Pulaski, Randolph, Sebastian, Sharp, Stone, Van Buren, Washington, and Yell.



A Partnership for Care



“A Partnership for Care” is more than just a tag line or slogan, it is a belief that through a coordinated approach to network contracting, marketing activities, community involvement, care management, and member service, we can all make a difference in the health and life of each member. It is only through this partnership, where each party supports the other, that success will be achieved

Commission Schedule



Each authorized agent shall have an authorized Commission Schedule separate from this document and properly executed by an authorized representative of Superior Select.

Commission Schedule will detail rates, payment procedures, effective dates, and applicable terms.

Agent's Agreement

The Tribute Agreement



Below is the Agreement to which each agent must accept in order to be contracted and authorized to sell the Tribute (HMO SNP)

I request approval to contract with Arkansas Superior Select, Inc. ("Superior Select" or "Company") as an agent ("Agent") to market and solicit sales of the Tribute Health Plan of Arkansas ("Tribute") Medicare Advantage Plans ("MA or MA-PD") on behalf of the Company. Upon the Company's approval of this Agreement and by signature of a duly authorized officer of the Company, this will become a binding contract between the Company and Agent.

Agent shall be authorized by the Company to act on behalf of the Company in accordance with the terms and conditions set forth below. Agent agrees as follows:

1. Agent's authority hereunder shall be limited to marketing, soliciting, and facilitating enrollments for the Company's current Medicare Advantage (MA) plan, the Tribute HMO D-SNP.
2. Agent hereby represents and warrants that Agent has all required licenses, current plan year certifications, and/or registrations to perform the services contemplated by this Agreement, including but not limited to current insurance license, which is in good standing in Arkansas.
3. Except as disclosed in the Application hereto, Agent represents and warrants that Agent has neither been, nor will be during the term of this Agreement: (i) listed as debarred, excluded or otherwise ineligible for participation in federal healthcare programs; or (ii) convicted of a felony or misdemeanor, excluding traffic violations; (iii) the subject of a consent orders or other action by a department of insurance in any state. If at any time Agent becomes aware of any violation of this representation and warranty, Agent agrees to notify the Company in writing immediately.
4. Agent represents and warrants that all information provided in the Application hereto is true, accurate and complete to the best of Agent's knowledge.
5. Agent agrees that all services performed by Agent pursuant to this Agreement shall be consistent with and shall comply with the contractual provisions imposed upon the Company under the contract between the Company and the Centers for Medicare and Medicaid Services ("CMS") whereby the Company offers one or more MA and MA-PD plans in a specified service area or region. Agent will at all times furnish the services required of Agent by this Agreement in a manner that permits the Company to comply with such contract with CMS.
6. Agent hereby agrees to become completely familiar with and to comply fully with:
 - a. the rules, guidelines, regulations, policies and procedures of the Company;
 - b. Part C and Part D of Title XVIII of the Social Security Act and all rules and regulations related to Part C and Part D that are from time to time adopted by CMS (collectively, "MA and Part D");
 - c. all other federal healthcare laws (including civil monetary penalty laws);
 - d. applicable state laws, including the insurance laws of Arkansas;
 - e. CMS policies, including but not limited to, policies set forth in CMS' Medicare Marketing Guidelines For Medicare Advantage Plans, Medicare Advantage Prescription Drug Plans, Prescription Drug Plans, and Section 1876 Cost Plans (CMS marketing guidelines), as may be amended from time to time; certain of such CMS policies are described in the Medicare Market Conduct Addendum provided hereto and incorporated by reference into this Agreement; and
 - f. all other applicable laws, regulations, guidelines, or policies.
7. No oral promises or representations shall be binding nor shall this Agreement be modified except in writing, executed on behalf of the Company by a duly authorized officer of the Company and accepted by Agent, either by Agent's signature, or by placing business with the Company following the effective date of such amendment. The failure of the Company to insist on compliance by Agent with any of the obligations imposed by this Agreement shall not affect any other obligations of Agent contained herein or constitute a waiver of the rights of the Company.
8. Agent understands that Agent must comply with all applicable laws and all CMS policies to ensure that Medicare beneficiaries receive truthful, accurate and complete information.

9. Agent shall permit the Company to monitor the performance of Agent on an ongoing basis, in any manner that the Company reasonably deems appropriate for compliance with the Company's obligations to CMS. The rights reserved for the Company pursuant to this provision shall not relieve Agent of obligations under this Agreement. Such monitoring may include (and is not limited to) data relating to the timeliness and completeness of applications submitted as required under Company policies and/or CMS guidelines, number/percentage of dis-enrollments and persistency of coverage, complaints or grievances, number/percentage of verification call cancellations, Agent understanding of Company products, marketing/sales event cancellations, and any other data or other issues that the Company determines appropriate. Agent shall fully cooperate with any Company investigation or request for information.
10. As compensation for Agent's services, Agent shall be entitled to the commission set forth on the commission schedule applicable to Agent's hierarchy or distribution channel, if commissions are paid to Agent by the Company. Such commission schedules and any commission payable there under may be modified from time to time by the company, in its sole discretion. If after the effective date of this agreement, the commissions paid or payable must be modified or limited as a result of federal or state legal or regulatory requirements or new CMS requirements, the commission schedules and any commissions paid or payable there under may be modified by the company to comply with such requirements. Such charges shall be automatically retroactive to the effective date of the legal or regulatory changes even if such commissions has been paid or earned.
11. Commissions advanced to Agent by the Company, if approved, are considered loans and are provided only when an enrollment is deemed eligible by CMS.
12. All advances provided to Agent; all amounts owed to the Company by agents contracted under an Agent with the Company (sub-agents), if applicable; and, all other amounts Agent is obligated to pay pursuant to the terms of this Agreement, are debts owed by Agent to the Company or an Affiliate Company and payable by Agent on demand. Further, Agent is responsible for any expense incurred by the Company in the collection of Agent's indebtedness.
13. Agents representing the Company who replace any in force coverage issued by the Company or another Affiliate Company will receive no commission on the replaced coverage.
14. Nothing contained herein shall be construed to create an employer/employee relationship, if such relationship does not already exist.
15. In accordance with prudent business practices, Agent shall keep and maintain, or arrange for the maintenance of, accurate, complete, and timely books, records and accounts of all transactions occurring as part of the furnishing of marketing and promotional services to the Company pursuant to this Agreement. Agent agrees that, in accordance with MA and Part D requirements, the U.S. Department of Health and Human Services ("HHS"), the Comptroller General, or their designees have the right to inspect, evaluate, and audit any of Agent's pertinent contracts, books, documents, papers, and records involving transactions related to CMS' contract with the Company. In addition HHS', the Comptroller General's, or their designee's right to inspect, evaluate, and audit any pertinent information for any particular contract period exists through ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. As such, Agent agrees to make its books and other records available in accordance with CMS MA and Part D requirements. Further, Agent agrees that to the extent other records are necessary to assist the Company in complying with its obligations under law, Agent shall retain, or arrange for the retention of, such records and/or make such records available to the Company. Upon termination of the Agreement, Agent shall deliver all books, records, and the like to Company.
16. The Company may terminate this Agreement and Agent's authority to represent the Company at any time, subject to 30 days written notice to Agent, unless the termination is "for cause" (as defined below), in which case the termination may be immediate upon notice to Agent. If terminated for cause, no further commissions are payable and all unearned commissions, advances and other debts are immediately due and payable to the Company.
17. The Company may terminate this Agreement for cause if Agent:
 - a. Breaches this Agreement and/or if any of the representations or warranties made by Agent in the Agreement are deemed false when made or become false during the term of this Agreement;
 - b. Has Agent's insurance license, or any other required license, suspended or revoked in any state;

- c. Systematically replaces or attempts to replace by inducing any member/policyholder of the Company or an Affiliate Company to lapse, replace or otherwise terminate any membership/policy issued by the Company or an Affiliate Company;
 - d. Discloses any list, file, card or record containing the name of any member of the Company or an Affiliate Company without the prior written consent of the Company or the applicable Affiliate Company;
 - e. Does not perform satisfactorily in accordance with this Agreement, including with respect to any data that the Company monitors pursuant to section 9, as determined solely by CMS or the Company. Alternatively, the Company or CMS shall have the right to institute corrective action plans or seek other remedies or curative measures with respect to Agent's services and duties under this Agreement;
 - f. Fails to pay on demand any monies due the Company or an Affiliate Company or otherwise withholds funds due to the Company;
 - g. Becomes debarred, excluded or otherwise ineligible for participation in federal healthcare programs;
 - h. Engages in fraudulent activity; or
 - i. Is convicted of any crime.
18. In the event of a breach by Agent of any of the covenants or obligations of this Agreement, including (but not limited to) any breach of the obligation to comply fully with all federal and state regulatory requirements, CMS marketing guidelines, and other policies, or any unsatisfactory performance as determined by the Company (in its sole discretion) based on data monitoring described in section 9 the Company shall be entitled to:
 - a. Obtain an injunction enjoining any violation or threatened violation of the covenants and obligations herein for the benefit and protection of the company; and
 - b. Obtain an injunction compelling the performance by Agent of all obligations and covenants owed to the Company under this Agreement; and
 - c. Withhold from Agent and not pay Agent any sum otherwise payable by the Company or its assignees to Agent, including without limitation, any such sum attributable to commissions or renewals, as permitted under CMS guidance on agent/broker compensation.
19. This Agreement and any amendments hereto shall be governed and construed in accordance with the laws of the State of Arkansas. The sole and exclusive venue and forum for the litigation of any claims or disputes between Agent and the Company shall be the court of competent jurisdiction in Pulaski County, Arkansas. Agent consents to, and waives any right to object to, personal jurisdiction, subject matter jurisdiction and venue in the court for any such claims and disputes. Agent agrees not to file any lawsuit against the Company in any court outside Pulaski County
20. In the event that any provision of this Agreement is deemed to be invalid or unenforceable, it is the intent of the parties that the remainder of this Agreement shall remain in full force and effect.
21. If at any time during the term of this Agreement there is a change in pertinent laws, regulations, or interpretations of such laws or regulations, this Agreement shall be revised to comply with such changes. Further no language contained in this agreement shall relieve Agent of Agent's obligation to fully comply, at all times, with all applicable laws, regulations, guidelines, and other requirements.
22. Agent shall not obligate the Company to, nor incur, any expense on Agent's behalf without prior authorization from an officer of the Company.
23. Agent shall not delegate or subcontract any service, activity, or other obligation required of him/her under this Agreement to any other person, without the prior written consent of the Company (the "Consent"). Any such delegation or subcontract, if consented to by the Company, shall be performed by the delegate in accordance with the Company's contractual obligations to CMS and Agent's contractual obligation under this Agreement (including this provision). Any attempted delegation or subcontract by Agent without the Company's Consent shall be null and void and of no force or effect. Agent agrees that any agreements of Agent with respect to a delegation or subcontract for which the Company has provided Consent shall be in writing, signed by the parties thereto, and in compliance with all applicable laws and regulations. Such agreement must specify in writing: (1) the delegated activities and reporting responsibilities; (2) the Company's right to monitor on an ongoing basis the performance of the parties; and (3) that subcontractor must comply with all applicable federal and state laws, regulations, and CMS instructions. In the event that a delegate of Agent fails or is unable, for any reason whatsoever, to

perform in a satisfactory manner any services, activities or other obligations that have been delegated or subcontracted, then the Company or CMS shall have the right to suspend, revoke or terminate such delegation effective upon the date set forth in a written notice furnished to Agent. Additionally, the Company or CMS shall have the right to institute corrective action plans or seek other remedies or curative measures respecting the unsatisfactory delegation consistent with all applicable laws.

24. Except as provided in this Agreement, neither this Agreement nor any right hereunder shall be sold, transferred or assigned by Agent and, Agent shall not delegate to any other entity or person any duties and obligations hereunder. Upon written notice in a form acceptable to the Company, Agent shall have the right to sell, transfer or assign this Agreement to any entity or person that acquires all or substantially all of the agency for whom Agent works. The Company shall have the right to assign or delegate its rights, duties and obligations under this Agreement to any Affiliate Company or to any entity or person that acquires all or substantially all of the business of the Company.
25. Agent acknowledges and agrees that Agent has been appointed in accordance with the appointment law(s) of the State(s) covered by the appointment, and if there are any fees required as part of the appointment or agreement law, the fees are paid.
26. In the event any provisions in the Agreement are in conflict with the terms of any other appointment or agreement that Agent has with the Company, the terms of this Agreement will govern to the extent an MA and MA-PD plan is implicated.
27. This Agreement may be executed and delivered in counterparts, and delivered by facsimile transmission, and all such counterparts shall constitute one agreement, and all of such facsimile signatures shall be as binding as are original signatures delivered in person.
28. Agent acknowledges that at any time, Company may initiate a criminal background check, driving records, investigative consumer report, or other similar report of non-credit risk or scoring information. Such information, if collected, shall be held in strict confidence and may be provided to you upon your written request.
29. Agent acknowledges and agrees that the Company has a "Zero Tolerance" policy which the Agent agrees is reasonable and which the Agent acknowledges the Company may enforce against the Agent for any alleged or actual violation of this Agreement.

Medicare Market Conduct Addendum



Below is the Medicare Market Conduct Addendum to the Agent's Agreement above. Each agent must accept in order to be contracted and authorized to sell the Tribute (HMO D-SNP)

This Addendum describes certain guidelines regarding the marketing, soliciting, and facilitating of enrollments for the Company's Medicare MA and MA-PD plans. Agent shall comply with all Company and CMS policies, and other applicable laws, regulations, and guidelines, including but not limited to those in this Exhibit. This Addendum may be amended from time to time by the Company in its sole discretion, and such amendments shall be provided to Agent.

1. Agent understands that in marketing, soliciting, and facilitating enrollments for MA and MA-PD membership, Agent is not permitted to, and will not:
 - a. engage in any marketing and solicitation of enrollments or distribution of any marketing materials prior to such date(s) as may be specified by CMS;
 - b. engage in door-to-door canvassing or approaching prospects in common areas, and only visit prospects when invited to do so, consistent with CMS scope of appointment requirements;
 - c. engage in marketing of non-healthcare related products (such as annuities and life insurance) to prospective enrollees during any MA or Part D sales activity or presentation (as defined in CMS guidelines), except to the extent consistent with CMS marketing guidelines for selling of non-health related products on inbound telephone calls when a beneficiary requests information on other non-health products;
 - d. engage in cold calling or other unsolicited telephone or electronic contacts, provided that:
 1. if a beneficiary contacts Agent or the Company to grant permission for a solicitation, such permission shall be considered short-term and event-specific and not treated as open-ended permission for future contacts;
 2. permission for a solicitation applies only to the scope of product (MA or MA-PD) previously discussed or indicated by the beneficiary, on a completed scope of appointment form, except to the extent CMS may otherwise permit, and subject to CMS scope of appointment requirements;
 3. if a beneficiary grants such permission for a contact, Agent will utilize only telephone scripts or electronic messages approved in writing by the Company and CMS if applicable prior to the utilization of any such script or message;
 4. Agent is permitted to contact a beneficiary enrolled in a Company MA or MA-PD plan, if Agent had enrolled the individual into such plan, or initiate a phone call to confirm an appointment that has already been agreed to by a beneficiary via completed scope of appointment documentation, provided that any such contact complies (to the extent applicable) with Federal Trade Commission's Requirements for Sellers and Telemarketers, Federal Communications Commission rules and applicable State law, National-Do-Not-Call Registry, any individual's "Do not call again" request, and Federal and State calling hours; and
 5. E-mails may be sent to a beneficiary who agrees to receive e-mails and has provided his/her e-mail address, provided that Agent complies with CMS restrictions relating to e-mails, including providing an opt-out process for beneficiaries who no longer wish to receive e-mail communications;
 - e. make any inquiry as to the health of the prospective member, unless inquiring if MA and MA-PD enrollee has End Stage Renal Disease (ESRD) - or as CMS may otherwise permit (e.g., in connection with special needs plans), and in no event shall any such inquiry be a health screening or other like activity that could give the impression of impermissible "cherry picking" of individuals based on their health status;
 - f. in any way seek to limit Agent's MA or MA-PD marketing, solicitation or enrollment by reason of the health condition or health history of the prospective member, except as noted in 1(e);
 - g. use any marketing material – including brochures; illustrations; examples; flip charts; handouts; scripts; radio, television and print ads; internet advertising; and any other

material primarily intended to attract or appeal to prospective members for MA or MA-PD membership – other than marketing material supplied by, or approved in writing by the Company (and as applicable, CMS) for use in marketing, soliciting, and facilitating enrollments for MA or MA-PD products;

- h. alter, modify, waive or change any of the terms, rates or conditions of any advertisement, marketing materials, scripts (including, but not limited to, telephone scripts and other sales scripts), receipts, policies or contracts of the Company, in any respect, including making verbal statements in conflict with information in written materials;
 - i. discriminate based on race, ethnicity, religion, gender, sexual orientation, disability, health status or geographic location, including targeting marketing to beneficiaries from higher income areas or stating or otherwise implying that plans are available only to seniors rather than all Medicare beneficiaries;
 - j. offer or give to any prospective member any gift or premium except in compliance with the rules, guidelines and regulations of CMS and other applicable healthcare laws, including restrictions on cash inducements of any kind, on gifts of more than nominal value, on meals at events at which plan benefits are being discussed and/or plan materials are being distributed;
 - k. market, solicit, or sell for the Company in any state:
 - 1) where Agent is not duly authorized by the Company;
 - 2) where Agent does not have the required licenses; or,
 - 3) until Agent's authority to represent the Company is confirmed by the Company;
 - l. require beneficiaries to provide any contact information as a prerequisite for attending an event (sign-in sheets must clearly indicate that completion of any contact information is optional) or for participating in a raffle or drawing;
 - m. schedule a one-on-one meeting with an individual without complying with CMS scope of appointment requirements;
 - n. ask a beneficiary for referrals;
 - o. sign an enrollment form for a beneficiary when agent was not involved in the enrollment process for such beneficiary; or
 - p. make any statements that convey the impression that the business or product is approved, endorsed, or authorized by Medicare or any other government agency, or any other statements that are prohibited under CMS guidance.
2. Agent shall notify Company in accordance with Company policies and otherwise assist Company in ensuring compliance with CMS guidelines regarding the timely scheduling, registration, notification, and cancellation of marketing/sales events.
 3. Agent shall not conduct sales activities in healthcare settings except in common areas, in accordance with CMS guidelines.
 4. Agent must participate in all required training programs (including annual training) and review in detail training material established by the Company regarding the MA or MA-PD marketing guidelines and other applicable laws and the details specific to the Company's products. In order to sell Medicare products for Company, Agent is required to receive a passing score of at least eighty-five (85) percent. If Agent fails to meet the passing score for one training examination, the Agent shall have one additional opportunity to take the test and achieve a passing score. Agent will not use MA or MA-PD certification as a marketing tool.
 5. If Agent or its sub-agents engages in marketing/sales activities in a retail pharmacy, such Agent/sub-agent shall comply with all Company policies relating to such assignment and shall defend, indemnify and hold the pharmacy harmless in the event of a claim, loss or expense arising out of the Agent or sub-agent's acts or omissions.
 6. In accordance with the requirements of CMS for disenrollment and/or Company-applied guidelines, if a MA or MA-PD member disenrolls within the first three months after the effective date of the enrollment, or at any other time a beneficiary is not enrolled, all commissions paid, credited, or advanced for such membership shall be charged back.
 7. Agent shall not, in any event (including, without limitation, nonpayment of any compensation provided for by this Agreement) bill, charge, seek compensation or remuneration or reimbursement from, hold responsible, or otherwise have any recourse against any Medicare beneficiary (whether an actual or prospective enrollee) for any amounts otherwise payable by the Company.
 8. Agent must make the following disclosure, prior to enrollment or at the time of enrollment, in writing, to a potential enrollee: "The person that is discussing plan options with you is contracted

with the Company. The person may be compensated based on your enrollment in a plan.” In addition, Agent must make all disclosures required under CMS guidelines at marketing/sales events, including an announcement at the beginning of the presentation and specific disclosures regarding all products/plan types that will be covered during the presentation and specific disclosures relating to private-fee-for service products and special needs plans, as applicable.

9. Agent shall be responsible for complying with all applicable state and federal privacy and security requirements. Accordingly, Agent shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, relating to the privacy and security of individually identifiable health information and all regulations adopted in connection therewith. Consistent with these obligations and as evidenced by Agent’s signature to this Agreement, Agent hereby agrees to comply with the terms and conditions set forth in the HIPAA Business Associate Contract Privacy Addendum attached hereto as an Addendum and incorporated herein by reference to address the handling of protected health information. In addition, Agent shall comply with all CMS guidelines relating to the allowable use of Medicare beneficiary information.
10. Agent shall immediately notify company of:
 1. any and all disciplinary actions taken against Agent; and
 2. any evidence of noncompliance with any state or federal law or regulation that is related to Agent’s obligations under this agreement.
11. Agent shall comply with any restrictions that the Company may impose, as permitted by CMS, on marketing or sales of MA or MA-PD products to specific group(s) of Medicare beneficiaries.
12. Agent shall provide approved materials with respect to non-English speaking populations and populations with special needs to the extent required by CMS or Company policies.

HIPAA Business Associate Contract Privacy Addendum



Below is the HIPAA Business Associate Contract Privacy Addendum Agent's Agreement and Medicare Market Conduct Addendum above. Each agent must accept in order to be contracted and authorized to sell the Tribute (HMO D-SNP)

I. GENERAL PROVISIONS

Section 1. Effect. The terms and provisions of this Addendum are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of the Agreement to which this Addendum is attached, including all exhibits or other attachments thereto and all documents incorporated therein by reference (this "Agreement"), effective as the effective date of the agent's contract into the company. Any ambiguity in this Addendum shall be resolved to permit the Company to comply with the HIPAA Privacy and Security Standards.

Section 2. Amendment. Agent, as a Business Associate, and the Company, as a Covered Entity, agree to amend this Addendum to the extent necessary to allow either Agent or the Company to comply with the Privacy Standards (45C.F.R. Parts 160 and 164), the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Part 142) (collectively, the "Standards") promulgated or to be promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009, ("HITECH Act"), and any other applicable federal or state regulations or statutes as they may be amended, from time to time. Agent and the Company will fully comply with all applicable Standards and other applicable federal or state regulations or statutes and will amend this Addendum to incorporate any material required by the Standards, such regulations or statutes.

Section 3. Definitions. Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in Part IV of this Addendum.

II. OBLIGATIONS OF AGENT

Section 1. Use and Disclosure of Protected Health Information. Agent may use and disclose Protected Health Information only as required to satisfy its obligations under this Agreement, as permitted herein, or as required by law, but shall not otherwise use or disclose any Protected Health Information. Agent shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, use or disclose Protected Health Information in any manner that would constitute a violation of the Privacy and Security Standards if done by the Company, except that Agent may use Protected Health Information if necessary (i) for the proper management and administration of Agent, (ii) to carry out the legal responsibilities of Agent or (iii) to provide Data Aggregation services relating to the healthcare operations of the Company. Agent hereby acknowledges that, as between Agent and the Company, all Protected Health Information shall be and remain solely the property of the Company, including any and all forms thereof developed by Agent in the course of fulfilling its obligations pursuant to this Agreement. Agent further represents that, to the extent Agent requests the Company to disclose Protected Health Information to Agent, such request is only for the minimum Protected Health Information necessary for the accomplishment of Agent's purpose.

Section 2. Safeguards Against Misuse of Information. Agent agrees that it will use all appropriate safeguards including administrative and physical security measures and will follow Company directives when transmitting or storing Protected Health Information electronically to prevent the use or disclosure of Protected Health Information other than pursuant to the terms and conditions of this Addendum. Agent agrees that it shall also ensure such safeguards are implemented with any third party with which it contracts. Agent agrees to conduct a risk analysis related to the security of electronic Protected Health Information that it holds for Company, and follow other administrative standards applicable to Business Associates under HIPAA.

Section 3. Agent's Duty to Mitigate. Agent agrees to mitigate to the extent practicable any harmful effect that is known to Agent of a use or disclosure of Protected Health Information by Agent in violation of this Addendum. Agent shall take any prompt action as directed by the Company to mitigate unauthorized disclosure. Agent shall also follow any actions instructed by regulators toward mitigation as required by any state or federal laws and regulations.

Section 4. Reporting of Violations. Agent shall, within five (5) business days of becoming aware of any use or disclosure of Protected Health Information not provided for by this Addendum by Agent or any of its officers, directors, employees, contractors or agents, including any breach of the security of such information, report in writing such, disclosure or breach to the Company and cooperate fully in any ensuing investigation conducted by the Company of the incident. Pursuant to 42 USC Section 17934(b), if Agent knows of a pattern of activity of practice by the Company that constitutes a material violation of Company's privacy obligations, Agent must take reasonable steps to cure or end the violation. Agent shall provide written notice to company of any pattern of activity or practice within five (5) business days of discovery and shall meet with Company to discuss and attempt to resolve the problem. If reasonable steps to cure the breach are not feasible, Agent is to report problem to Secretary.

Section 5. Agreements by Third Parties. Agent shall enter into and maintain an agreement with each agent and subcontractor that has or will have access to Protected Health Information under which the agent or subcontractor is legally bound by the same restrictions with respect to Protected Health Information that apply to Agent pursuant to this Addendum.

Section 6. Access to Information. Within ten (10) days of a request by the Company for access to Protected Health Information about an individual contained in a Designated Record Set, Agent shall make available to the Company such Protected Health Information. In the event any individual requests access to his or her Protected Health Information directly from Agent, Agent shall within two (2) days forward such request to the Company. Any denials of access to the Protected Health Information requested shall be the responsibility of the Company.

Section 7. Availability of Protected Health Information for Amendment. Within thirty (30) days of receipt of a request from the Company for the amendment of an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set, Agent shall provide such information to the Company for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. §164.526. Any denials of requested amendments shall be the responsibility of the Company.

Section 8. Documentation of Disclosures. Agent agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required of the Company to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528.

Section 9. Accounting of Disclosures. Within thirty (30) days of receipt of notice from the Company that it has received a request for an accounting of disclosures of Protected Health Information, other than disclosures excepted under 45 C.F.R. §164.528(a), Agent shall provide to the Company the information in Agent's possession that is required for the Company to make the accounting required by 45 C.F.R. §164.528(b) and (c). At a minimum, Agent shall provide the Company with the following information for each disclosure: (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information and, if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event an individual's request for an accounting is delivered directly to Agent, Agent shall within two (2) days forward such request to the Company. Agent hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this section.

Section 10. Availability of Books and Records. Agent hereby agrees to make its internal practices, books and records including policies and procedures relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of determining the Company's or the Agent's compliance with the Privacy Standards. Agent shall provide a copy to the Company of any documentation provided to the Secretary upon request.

Section 11. Indemnification. Agent hereby agrees to indemnify and hold the Company, its employees, officers and directors harmless from and against any and all liability, payment, loss, cost, expense (including reasonable attorneys' fees and costs), or penalty incurred by the Company, its employees, officers or directors in connection with any claim, suit, or action asserted against such entity or person resulting from the failure to fulfill any obligation of this Addendum by Agent, its agents or subcontractors.

Section 12. Insurance. The Company strongly encourages each Agent to obtain and maintain during the term of this Agreement liability insurance covering claims based on a violation of the Standards or any applicable state law or regulation concerning the privacy of health information and claims based on its obligations pursuant to Section 9 of Part II of this Addendum in an

amount not less than an amount sufficient to indemnify the company in the event of a breach. Such insurance should be in the form of occurrence based coverage and should name the Company as an additional named insured.

Section 13. Notice of Request for Data. Agent agrees to notify the Company within five (5) business days of Agent's receipt of any request, subpoena, or judicial or administrative order to disclose Protected Health Information. To the extent that the Company decides to assume responsibility for challenging the validity of such request, subpoena or order, Agent agrees to cooperate fully with the Company in such challenge.

Section 14. Injunction. Agent hereby agrees that the Company will suffer irreparable damage upon Agent's breach of its obligations under this Addendum and that such damages shall be difficult to quantify. Agent hereby agrees that the Company may file, and Agent will not contest, an action for an injunction to enforce the terms of this Addendum against Agent, in addition to any other remedy the Company may have.

III. TERMINATION OF AGREEMENT WITH AGENT

Section 1. Termination Upon Breach of Provisions Applicable to Protected Health Information. Any other provision of this Agreement notwithstanding, this Agreement may be terminated by the Company upon five (5) business days prior written notice to Agent in the event that Agent materially breaches any obligation of this Addendum and fails to cure the breach within such five (5) day period; provided, however, that in the event that termination of this Agreement is not feasible, in the Company's sole discretion, Agent hereby acknowledges that the Company shall have the right to report the breach to the Secretary.

Section 2. Return or Destruction of Protected Health Information upon Termination. Upon termination of this Agreement, Agent shall either return to the Company or destroy all Protected Health Information which Agent then maintains in any form. Agent shall not retain any copies of the Protected Health Information. Notwithstanding the foregoing, to the extent that the Company agrees that it is not feasible for Agent to return or destroy any Protected Health Information, the provisions of this Addendum shall survive termination of this Agreement and Agent shall limit any further uses and disclosures of such Protected Health Information to the purpose or purposes which make the return or destruction of such Protected Health Information infeasible.

Section 3. The Company's Right of Cure. The Company shall have the right to cure, at the expense of Agent, any breach of Agent's obligations under this Addendum. The Company shall give Agent notice of its election to cure any such breach and Agent shall cooperate fully in the efforts by the Company to cure Agent's breach. Agent shall pay for such services of the Company within thirty (30) days of receipt of the Company's request for payment.

Section 4. Transition Assistance. Following the termination of this Agreement for any reason, Agent agrees to provide transition services for the benefit of the Company, including the continued provision of its services required under this Agreement until notified by the Company that another provider of services is able to take over the provision of such services and the transfer of the Protected Health Information and other data held by Agent related to its services under this Agreement has been completed.

IV. DEFINITIONS FOR USE IN THIS ADDENDUM

"Business Associate" shall have the meaning provided in 45 C.F.R. 160.103, as amended from time to time.

"Covered Entity" shall have the meaning provided in 45 C.F.R. 160.103, as amended from time to time.

"Data Aggregation" shall mean the combining of Protected Health Information by Agent with the Individually Identifiable Health Information created or received by Agent in its capacity as a business associate of another covered entity, to permit data Analysis that relate to the healthcare operations of the Company and the other covered entity.

"Designated Record Set" shall mean the enrollment, payment, claims adjudication, and cost or medical management record systems maintained by or for the Company, or any other group of records maintained by or for the Company and used, in whole or in part, by or for the Company to make decisions about individuals. As used herein the term "record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Company.

"Individually Identifiable Health Information" shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a healthcare provider, health plan, healthcare clearinghouse (as those terms are defined in the Privacy Standards), or employer; and (ii) relates to the past, present, or future

physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

“Privacy and Security Standards” shall mean the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Parts 160 and 164.

“Protected Health Information” shall mean Individually Identifiable Health Information transmitted or maintained in any form or medium that Agent creates or receives from or on behalf of the Company in the course of fulfilling its obligations under this Agreement. “Protected Health Information” shall not include (i) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. §1232g, and (ii) records described in 20 U.S.C. §1232g(a)(4)(B)(iv). Protected Health Information includes Electronic Protected Health Information.

“Secretary” shall mean the Secretary of the United States Department of Health and Human Services.

Except as specifically amended hereby, the Agreement shall remain in full force and effect.

Execution of the Agreement



Each agent must accept the terms, conditions, provisions, and requirements contained within the Agent's Agreement, Medicare Market Conduct Addendum, and the HIPAA Business Associate Contract Privacy Addendum in order to be contracted and authorized to sell the Tribute (HMO D-SNP)

I, the undersigned, acknowledge and agree as follows:

I have read and accept the terms, conditions, provisions, and requirements of the Agent's Agreement, Market Conduct Addendum, and Business Associate Contract Privacy Addendum.

I do execute this Agreement on the date below and such Agreement shall become effective only after execution by an authorized representative of the Company.

Signed this _____ day of _____, 20____ by **Agent**.

Signature

Name

Signed this _____ day of _____, 20____ by **Company**.

Signature

Name & Title

Section 2: BACKGROUND INFORMATION

Answer each question with "Yes" or "No". Provide Detail for any "Yes" response

Regulatory Action

1. Have you ever been fined, suspended, placed on probation, paid administrative costs, entered into a consent order, been issued a restricted license or otherwise been disciplined, or reprimanded by any State Department of Insurance or other regulator involving insurance transactions? _____

2. Have you ever been fined, suspended, placed on probation, paid administrative costs, entered into a consent order, been issued a restricted license or otherwise been disciplined, or reprimanded by FINRA (formerly known as the NASD), SEC or other government agency? _____

3. Are you currently involved in an investigation or other regulatory action with any regulatory authority? _____

OIG/GSA Exclusions

4. Are you currently or have you ever been excluded, or are you aware of actions that could result in exclusion by the Office of Inspector General (OIG) or U.S. General Services Administration (GSA) from participation in a government health care program, including Medicare or Medicaid? _____

Criminal Offenses

5. Do you currently have any pending misdemeanor or felony charges? _____

6. Have you ever been convicted of any misdemeanor or felony offense? _____

7. Have you ever had adjudication deferred on any misdemeanor or felony charge or offense? _____

Commission or Premium Indebtedness

8. Are you indebted to any policyholder, insurance or reinsurance company, insurance agency, general agent, managing general agency, premium finance company or court appointed liquidator for premiums collected or commissions/premiums retained, or have any claims or judgments been filed against you for retaining premiums or commissions?

9. Have you ever had an agent contract or company appointment cancelled for cause?

E&O Insurance

10. Do you currently maintain active Errors and Omissions (E&O) Insurance and if so, to what level? _____

11. Has any lawsuit or claim ever been made against you or against an E&O Insurer arising out of your sales practices or have you ever been refused/declined for E&O insurance coverage? _____

Bankruptcy

12. Have you filed for bankruptcy within the past 7 years and if so, what type and discharge status? _____

Tax Liens

13. Are you currently involved in any proceedings regarding unpaid taxes or are there unsatisfied tax liens against you? _____

Driver's License

14. Have you had your driver's license revoked within the past three years? _____

15. Do you have a current driver's license? _____

16. Do you maintain auto-insurance coverage that satisfies the minimum requirements for your state? _____

If unable to provide a full explanation to any "Yes" response in the space provided, please use a separate sheet, inclusive of dates and attach to this document