

Please complete the following Agent Agreement and Business Associates Agreement to become authorized to sell through AMAC Broker Services.

Instructions:

Review and complete each section below:

Agent Information – all fields

Contract and Business Associates Agreement – requires esignature

Schedule A: Individual Plans (under 65) – requires acknowledgement

Schedule B: Medicare Advantage and Medicare Prescription Drug Plans – requires acknowledgment

Schedule C: Medicare Supplements – requires acknowledgement

W9 – complete all fields

Direct Deposit Forms

**Do we want to add additional schedules at this time for the other products? Or have them as amendments?*

Please print a copy of the completed form prior to submission.

Agent Information: (some of the fields below should be populated from the “Get Contracted” form)

Date (this will be known as the effective date for this agreement): (can the date be auto populated?)

Agent Name (first and last): (text boxes as seen below)

Agency Name (if applicable):

Social Security Number:

National Producer Number (NPN):

Home Address:

Mailing Address (if different from home address):

Phone Number:

Fax Number:

Email Address:

E & O Policy:

Carrier:

Policy Number:

Policy Amount per Occurrence (minimum required: \$1,000,000):

Aggregate Policy Amount (minimum required: \$1,000,000):

Effective Date:

Expiration Date:

Agent Agreement:

This Agreement is made as of the effective date between AMAC Broker Services (herein known as “ABS”), a Florida Corporation, and the Licensed Agent listed above (herein known as the “Agent”).

Recitals:

1. ABS is contracted with certain carriers to offer the following products to the Agents: Medicare Supplements, Medicare Advantage Plans, Medicare Prescription Drug Plans (collectively, the “Medicare Plans”), Individual Major Medical (under 65 health insurance), Life Insurance, Group Health and Life Insurance, Long Term Care, Dental and Vision. (collectively, including Medicare Plans, the “Plans”)
2. The licensed Agent is an agent contracted with ABS that is appropriately licensed in their domicile state, and any additional states, to market and sell some or all of the above listed products.
3. The licensed Agent will not market or sell any plans they are not properly licensed, appointed, and certified (if needed) to sell.
4. The Agent will be designated as the Agent of Record for plans they have sold. (Are there any products they would not be the agent of record for?)
5. ABS and the Agent choose to enter into this Agreement according to which the Agent shall market and sell the Plans, and the Carriers, or in some cases ABS (on behalf of the Carriers), shall compensate the Agent for their production.
6. The Agent is a “Business Associate” of ABS, as such term is defined by federal regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (herein known as “HIPAA”).

Both Parties agree to the following:

1. Services to ABS.

- 1.1. ABS (the “Company”) authorizes the Agent to represent the Company in the marketing of the Plans listed in the attached Schedules A through C (additional schedules or amendments?). In representing ABS in the marketing of the Plans, the Agent shall:
 - 1.1.1. Use only those marketing and sales materials authorized by ABS or the Carriers they represent.
 - 1.1.2. Adhere to all policies, procedures, rules and regulations provided by ABS and/or the Carriers they are appointed with, that have been provided to the Agent verbally or in writing, as defined in Section 15.3 below, with regard to sales or marketing, including, without limitation, such policies, procedures, rules and regulations contained in the attached Schedule(s) executed in connection with this Agreement.
 - 1.1.3. Complete any Federal or State marketplace requirements for marketing and selling Plans listed in the attached Schedules, as well as initial and annual certifications to market and sell Medicare Plans as per Schedules B and C.
 - 1.1.4. Not misrepresent ABS, the Carriers, the Plans or any related matter in any way.
- 1.2. The Agent agrees to maintain the Agent Portal at www.amacbrokers.com. The Agent Portal will give the Agent access to commission statements and renewal information when commissions and renewals are paid directly through ABS. The Agent will also have access to compliance related material, news about ABS, the quoting tool, and updates to policies, procedures, and guidelines. The Agent understands that the use of the Agent Portal is a privilege under this agreement and information contained within it is confidential. Tools are to be used only by the authorized and registered agent.

- 1.3. The Agent agrees to follow the ABS Code of Conduct.
- 1.4. For products that require a premium payment up front; any sums of money received, whether tendered by check, cash or otherwise, must be delivered to the carrier immediately upon receipt.
- 1.5. The Agent agrees to maintain their domicile state insurance license during the term of this agreement. The Agent agrees to provide a copy of their license(s) at the time of contracting. If the Agent has submitted additional licenses to ABS, and decides not to renew these licenses, the agent must notify ABS immediately. ABS reserves the right to request a copy of the Agent's license(s) to review, at any time. The Agent agrees to provide a copy of the requested license(s) within 24 hours of the request.
- 1.6. The Agent agrees to notify ABS immediately if the Agent's license is suspended or modified, or if the Agent's E & O policy is cancelled or modified. The Agent agrees to promptly notify ABS of any disciplinary proceedings related to the Agent's license, including notice of any investigatory proceedings instituted by the state(s) in which the Agent is licensed in, licensing authority. The Agent understands and agrees that ABS may, at any time, confirm the status of the Agent's license with the states where licenses were provided.
- 1.7. For all non-Medicare related products, the Agent agrees to maintain complete and separate records for ABS for a minimum period of seven (7) years from the transaction date, for all transactions pertaining to applications submitted to carriers contracted through ABS, and any other documents as may be required by the Insurance Department of the state the transaction was made in, The Centers for Medicare and Medicaid Services (CMS) or other governmental agencies.
- 1.8. For Medicare related products, the Agent agrees to maintain complete and separate records for ABS for a minimum of ten (10) years from the transaction date. The Agents are required to maintain all documents pertaining to the sale of the record.
 - 1.8.1. Any and all records as described in Sections 1.7 and 1.8 or as may otherwise relate to the Agent's activities under this agreement shall be accessible and available to representatives of ABS who may audit them from time to time while this agreement is in effect or within ten years after its termination. This does not pertain to records that are beyond the ten (10) year required retainment period, that have already been destroyed.
- 1.9. ABS shall have the right, with reasonable notice, to inspect, audit, and make copies of books and records of the Agent for the purpose of verifying the Agent's compliance with the terms and obligations of this agreement.
- 1.10. All expenses incurred by the Agent in performance of his or her duties under this agreement shall be borne exclusively by the Agent and not by ABS. The Agent hereby indemnifies and holds ABS harmless from and against any and all claims, suits, or actions by third parties for the payment of expenses or commissions.
- 1.11. The Agent shall indemnify and hold ABS harmless from and against any and all claims, lawsuits, demands, liabilities, taxes (including taxes on compensation), charges, judgements, settlements, costs, penalties, and expenses of whatever kind or nature ABS may sustain or incur at any time and arising in any manner out of an act, error or omission by the Agent with respect to this agreement.
- 1.12. ABS shall indemnify and hold the Agent harmless from and against any and all claims, lawsuits, demands, liabilities, taxes (including taxes on compensation), charges, judgements, settlements, costs, penalties, and

expenses of whatever kind or nature the Agent may sustain or incur at any time and arising in any manner out of an act, error or omission by ABS with respect to this agreement.

1.13. The Agent attests that he/she has not been convicted of, or pled guilty or no contest, to any criminal act involving dishonesty, fraud, theft, misappropriation of money, or breach of trust or fiduciary duty. The Agent agrees to immediately inform ABS of any of the actions described in the preceding sentence.

2. Commissions.

- 2.1. In consideration of the Agent marketing the Medicare Plans and the Insurance Plans, AMAC will pay the Agent commissions on an as earned basis, weekly. The total commissions payable to the Agent shall be based on actual premium payments received by the Carriers. ABS will not pay commissions on any premiums recovered through a collections process or as a result of legal action, including, but not limited to, the filing of a proof of claim in a bankruptcy proceeding. Many carriers will pay the Agent directly according to their own commission schedule.
- 2.2. Commissions shall be payable only as long as this agreement is in effect (does this apply to field agents?) and the Agent is designated as the Agent of Record. Carriers may elect to pay the Agent directly, in which case, ABS will not pay the commissions to the Agent on behalf of the Carriers. ABS will have no liability for Commissions not paid to the Agent if the Carriers do not pay the commissions directly to the agent, or to ABS.
- 2.3. Commissions shall be payable to the party designated in Section 19 of this Agreement. The Agent shall complete the W-9 form included with this Agreement. The Carriers will issue a form 1099 at the end of the tax year to the party designated on the Schedule, in accordance with IRS regulations. If ABS has paid commissions directly to the Agent than ABS will also issue the form 1099. If ABS does not receive a W-9 form from the Agent, commissions may be subject to backup withholding.
- 2.4. Commission statements will be available on the agent portal for commissions paid through ABS.
- 2.5. The amount of commissions may be amended by ABS at their sole discretion at any time upon thirty (30) days (or less?) prior written notice to the Agent.
- 2.6. If ABS pays the Agent more than the amount due to the Agent as commission, ABS will offset such overpayment against the next commission payment. If ABS is unable to offset the overpayment, ABS will send a notice of overpayment along with an invoice to the Agent who will pay the balance owed to ABS within ten (10) days of receiving notice of overpayment. The Agent will promptly notify ABS if the Agent becomes aware of an overpayment. Overpayments may arise several ways, including, but not limited to, retroactive disenrollment of enrollees, termination of a group or individual for failure to pay premium, or ABS's payment of an incorrect amount of commission.
- 2.7. The Agent shall notify ABS if the Agent believes he or she is owed additional commissions by ABS. The Agent's notice to ABS must be in writing and received within thirty (30) days from the date of the commission statement in question. The Agent will forfeit any additional commissions owed by ABS if the Agent fails to timely notify ABS of the potential underpayment.
- 2.8. Should the Agent believe that he or she is owed additional commissions by the Carriers that pay the Agent directly; the Agent shall contact the Carrier(s) directly.

3. Term and Termination.

3.1. Term. The initial term for this agreement shall be for one year from the effective date. This Agreement shall automatically renew at the end of the initial term and continue in effect of successive one year terms thereafter until terminated in accordance with Section 3.2.

3.2. Termination

3.2.1. Termination by Mutual Agreement. This Agreement may be terminated at any time upon written agreement of both the agent and ABS.

3.2.2. Termination for Cause. This Agreement may be terminated for cause on the date specified in a written notice given by either party. For purposes of this Agreement, a termination shall be for "cause" if it is based upon any material breach by a party of any of the terms of this Agreement, or for any founded violations the Agent may commit.

3.2.3. Termination Without Cause. This Agreement may be terminated without cause by either party upon seven (7) days prior written notice.

3.2.4. Immediate Termination. ABS may terminate this Agreement immediately at any time by written notice to the Agent in the event that:

a) The Agent's license is revoked, suspended, or restricted, or the Agent otherwise becomes unqualified to market the plans in the states the agent is licensed in; or

b) The Agent has committed or attempted to commit fraud against ABS or the applicants or has been dishonest about some important or material matter; or

c) The Agent has committed theft, misappropriated money, or breached any fiduciary duty.

3.2.5. Agent Certification. If agent does not comply with ABS or carriers requirements or any Carrier certification program as well as AHIP, ABS may terminate this Agreement at their discretion, in accordance with section 3.2.2.

3.2.6. Immediate payment of sums. Upon termination for any reason, Agent shall immediately pay in cash any sums due to ABS at the time of termination.

3.2.7. Return of ABS Property. Agent shall return within two (2) business days of the termination of this Agreement all property belonging to ABS as described in section 10.1 (Proprietary Information) below.

4. Disclaimer of Interest.

4.1. The Agent covenants and agrees that any contracts between the ABS and any Carriers or Individuals are the exclusive property of ABS and the Agent has no property or other interest whatsoever in such contracts.

5. Liability Insurance.

5.1. The Agent shall obtain, and maintain in effect during the term of this Agreement, errors and omissions liability insurance (with a carrier acceptable to ABS) covering the Agent while performing services under this Agreement. Upon ABS's request, the Agent will furnish a certificate of insurance evidencing such coverage. The errors and omissions insurance will have minimum amounts of \$1,000,000 per occurrence/ \$1,000,000 in the aggregate.

6. Entire Agreement.

6.1. This Agreement, the agent application and all schedules, attachments, and amendments to this Agreement, and policies and procedures posted on the Agent Portal shall constitute the entire agreement between the parties relating to the subject matter of this Agreement. Each party acknowledges that no representation, inducement, promise or agreement has been made, orally or otherwise, by another party, unless such representation, inducement, promise or agreement is embodied in this Agreement, expressly or by incorporation.

7. Amendment.

7.1. Either party may amend this Agreement upon written notice to the other if amendment is necessary in order to comply with applicable law. ABS may amend this Agreement at will. If ABS receives an objection within seven (7) days of receipt of the amendment ABS and the Agent will make a good faith effort to resolve the objection. If the objection cannot be resolved to the mutual satisfaction of the parties, the amendment will go into effect and the Agent may terminate the Agreement upon thirty (30) day's written notice to ABS.

8. Waiver.

8.1. Failure by ABS to insist upon compliance with any provision of this Agreement at any time or under any set of circumstances shall not operate to waive or modify the provision or in any manner render it unenforceable as to any other time. No waiver of any terms or conditions of this Agreement shall be valid or of any force or effect unless contained in a written memorandum specifically expressing such waiver and signed by a person duly authorized by ABS to consent to such a waiver.

9. Governing Law and Compliance with Laws.

9.1. This Agreement will be governed by, and construed in accordance with the federal and state laws.

9.2. ABS and the Agent shall comply with all applicable state and federal laws and regulations applicable to their businesses, their licenses, and transactions into which they enter, including but not limited to all applicable Medicare Advantage, Medicare Part D and Medicare Supplement laws, CMS policies and marketing guidelines, as well as the Federal Communications Commission's final rule amending the Telephone Consumer Protection Act.

10. Proprietary Information.

10.1. The agent acknowledges that the ABS has developed certain symbols, trademarks, service marks, data, processes, plans, procedures and information which are proprietary information and trade secrets of ABS (the "Proprietary Information"). At all times, both during the Agent's performance of services pursuant to this agreement and after the termination of this Agreement, the Agent agrees not to use or permit the use of the Proprietary Information, except as expressly contemplated by this Agreement, without the prior written

consent of ABS. The Agent shall cease or cause the cessation of any and all usage of the Proprietary Information and shall return any Proprietary Information, including all sales materials for the Plans, to ABS immediately upon the termination of this Agreement.

11. Confidential Member Information.

11.1. ABS and the Agent acknowledge and agree that health information of ABS's members, enrollees and insured ("Protected Health Information") is entitled to protection from disclosure beyond the requirements for Proprietary Information. The parties, therefore, agree to protect the confidentiality of Protected Health Information as required by the Health Information and Patient Portability Act of 1996, as amended ("HIPAA"), and including the Health Information Technology for Economic and Clinical Health Act ("HITECH"). The Agent may release Protected Health Information only as permitted by HIPAA and HITECH as stated in Section 18.3 below. Furthermore, the Agent agrees that to the extent the Agent may receive from ABS, or create or receive on behalf of ABS, certain information that is defined as "non-public personal information" under the Gramm-Leach-Bliley Act and its implementing regulations, the Agent will only use or disclose such non-public personal information as would be permitted Gramm-Leach-Bliley Act or other applicable federal or state privacy laws.

12. Captions.

12.1. Captions used in this Agreement are for the convenience of the parties only and are not intended to be used in the interpretation of this Agreement.

13. Invalid Provisions.

13.1. Any section, paragraph, sentence, phrase or other provision of this Agreement that is in conflict with any applicable statute or other law or regulation will be considered to be modified or altered to conform to that statute, law or regulation, but if such modification or alteration is not possible, it will be omitted. The invalidity of any portion of this Agreement will not affect the remaining provisions of this Agreement.

14. No Third-Party Obligations.

14.1. The obligations of each party to this Agreement shall ensure solely to the benefit of the other party, and no person or entity shall be a third-party beneficiary of this Agreement.

15. Notices.

15.1. Any notice or other communication to be given pursuant to Section 3.2 of this Agreement shall be in writing and shall be deemed to have been received by the party to whom it is addressed (a) three (3) business days after it is deposited in the United States mail (first-class, airmail, or express mail) or (b) immediately if emailed. In each case delivered to the address set forth below for the recipient. Delivery shall be made to such other address as the receiving party has given notice pursuant to this Section.

15.2. If to ABS:

AMAC Broker Services
2130 Talley Rd, Building 2, Suite 100
Leesburg, FL 34748
Attn: (who?)

If to the Agent:

Any notices required under this Agreement shall be sent to the email or physical address given by the Agent on the signature page below unless a written change of address notification is received from the Agent.

15.3. Any information required to be provided "in writing" under this Agreement, other than notices under Section 3.2, may be provided to the other party by United States mail, email or personally at the addresses noted in Section 15.2 above, without evidence of receipt. The Companies shall be considered in compliance with this section by posting information on the Agent Portal.

16. Assignment.

16.1. ABS may assign this Agreement to an affiliated or successor entity. This Agreement is personal to the Agent and, therefore, the Agent may not assign this Agreement.

17. Relationship of Parties.

17.1. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between ABS and the Agent other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Except as this Agreement provides otherwise, none of the parties, nor any of their respective employees or agents, shall be construed to be the agent, partner, co-venturer, employee, or representative of the other.

18. Business Associate Agreement.

The Agent acknowledges in the course of fulfilling its obligations under this Agreement, to have access to certain Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act ("HIPAA")). The Agent by entering into this Agreement, agrees to comply with this HIPAA Business Associate Agreement section, by and between the Agent ("Business Associate") and ABS. In consideration for Business Associate's access to and/or use of Protected Health Information for those purposes allowed by HIPAA and the HITECH Act consistent with the terms of the Agreement, Business Associate and ABS agree as follows:

18.1. *Definitions.* As used in this section of the Agreement:

18.1.1. "Designated Record Set" shall mean a group of records maintained by or for ABS that is (i) the medical records and billing records about individuals maintained by or for ABS, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Carriers 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 ABS.

18.1.2. "Electronic Protected Health Information" means Protected Health Information transmitted by or maintained in electronic media.

18.1.3. "HIPAA" shall mean the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act, Public Law 104-191, and any amendments thereto.

18.1.4. "HIPAA Transaction" shall mean Transactions as defined in 45 C.F.R. § 160.103 of the Transaction Standards.

- 18.1.5. "HITECH Act" means Subtitle D of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (42 U.S.C. §§ 17921 - 53).
- 18.1.6. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 18.1.7. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, as they exist now or as they may be amended.
- 18.1.8. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of ABS.
- 18.1.9. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- 18.1.10. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- 18.1.11. "Security Standards" shall mean the Security Standards at 45 C.F.R. Parts 160, 162, and 164, as they exist now or as they may be amended.
- 18.1.12. "Transaction Standards" shall mean the Standards for Electronic Transactions, 45 C.F.R. 160 and 162, as they exist now or as they may be amended.
- 18.1.13. "Underlying Agreement" shall mean any agreement (or other arrangement) under which Business Associate performs on ABS's behalf a function or activity involving the use, disclosure, maintenance, or creation of Protected Health Information.
- 18.1.14. Terms used, but not otherwise defined, in the Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103 and 164.501.

18.2. Obligations and Activities of the Business Associate.

- 18.2.1. The Business Associate shall not, and the Business Associate shall require that its directors, officers, employees, and Subcontractors shall not, (i) use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law; (ii) sell Protected Health Information; or (iii) use or disclose Genetic Information except as permitted by 45 C.F.R. § 164.502(a)(5)(i).
- 18.2.2. The Business Associate shall develop, implement, maintain and use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by the Agreement. Requirements include, but are not limited to: Encrypted email, secure fax, and encrypted laptops, iPads, computers or cell phones used for any transactions as stated in the agreement.
- 18.2.3. The Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards in compliance with the HITECH Act, the Security Standards, and any other applicable implementing regulations issued by the U.S. Department of Health and Human Services, to preserve the integrity, confidentiality, and availability of and to prevent non-permitted use or disclosure of Electronic Protected Health Information. Business Associate will develop and implement written policies and procedures for these safeguards and will keep them current.

18.2.4. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of the Agreement.

18.2.5. Notification of Privacy or Security Breach.

18.2.5.1. Breach Notification. The Business Associate shall report, following discovery and without unreasonable delay, any "breach" of "unsecured Protected Health Information," as these terms are defined in 45 C.F.R. § 164.402. In any event, the Business Associate shall make such report within ten (10) days. The Business Associate will also report the breach to ABS within ten (10) days. The Business Associate shall cooperate with ABS in investigating the breach and in meeting ABS's obligations under the breach notification provisions of HIPAA (45 C.F.R. Part 164 Subpart D).

18.2.5.2. Privacy Breaches. With respect to any incident not subject to reporting under § 2.5.1 of this Agreement, the Business Associate shall promptly report to ABS any use or disclosure of Protected Health Information of which it becomes aware that is not permitted or required by this Agreement.

18.2.5.3. Security Breaches. With respect to any incident not subject to reporting under § 2.5.1 or § 2.5.2 of this Agreement, the Business Associate shall report to ABS any successful (a) unauthorized access, use, disclosure, modification, or destruction of ABS's Electronic Protected Health Information or (b) unauthorized interference with system operations in the Business Associate's information system, of which the Business Associate becomes aware. The Business Associate shall, upon ABS's request, report to ABS any attempted, but unsuccessful (a) unauthorized access, use, disclosure, modification, or destruction of ABS's Electronic Protected Health Information or (b) unauthorized interference with system operations in the Business Associate's information systems, of which the Business Associate becomes aware.

18.2.6. The Business Associate agrees to ensure that any Subcontractor to whom it provides Protected Health Information agrees in writing to the same restrictions and conditions that apply through the Agreement to Business Associate with respect to Protected Health Information and Electronic Protected Health Information.

18.2.7. The Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to ABS, or at the request of ABS to the Secretary, in a time and manner designated by ABS or the Secretary, for purposes of the Secretary determining ABS's compliance with the Privacy Rule.

18.2.8. The Business Associate agrees to document disclosures of Protected Health Information, and information related to such disclosures, as would be required for ABS 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. The Business Associate agrees to implement an appropriate record keeping process that will track, at a minimum, the following information: (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.

18.2.9. The Business Associate agrees to provide to ABS or an Individual, in a time and manner designated by ABS, information collected in accordance with Section 18.1.8 of the Agreement, to permit ABS to respond to a request by an Individual for an accounting of disclosures of Protected Health Information during the

six (6) years prior to the date on which the accounting was requested, in accordance with 45 C.F.R. § 164.528.

- 18.2.10. In the event the Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of Protected Health Information, ABS shall have the right to control the Business Associate's response to such request. The Business Associate shall notify ABS of the request as soon as reasonably practicable, but in any event within two (2) business days of receipt of such request.
- 18.2.11. The Business Associate shall promptly provide to ABS information in a Designated Record Set as necessary for ABS to comply with an Individual's request for access pursuant to 45 C.F.R. § 164.524.
- 18.2.12. Upon direction from ABS, the Business Associate shall amend records in a Designated Record Set as necessary for ABS to comply with an Individual's amendment request pursuant to 45 C.F.R. § 164.526.
- 18.2.13. The Business Associate shall comply with any limitation in ABS's notice of privacy practices of which ABS makes the Business Associate aware pursuant to Section 18.4.1 of this Agreement. The Business Associate shall comply with any restriction request or confidential communications request to which ABS agrees, provided that ABS makes the Business Associate aware of the request pursuant to Section 18.4.3 of this Agreement.
- 18.2.14. To the extent that ABS delegates to the Business Associate any obligation imposed on ABS by the Privacy Rule, the Business Associate shall comply with the requirements of the Privacy Rule that apply to ABS in the performance of such delegated obligation.
- 18.2.15. The Business Associate shall encrypt Electronic Protected Health Information prior to saving it on portable media. In other circumstances, the Business Associate shall encrypt Electronic Protected Health Information whenever reasonably practicable.
- 18.2.16. The Business Associate shall provide ABS a list of personnel who are authorized to receive Protected Health Information pursuant to this Agreement.

18.3. Permitted Uses and Disclosures by the Business Associate.

- 18.3.1. General Use. Except as otherwise limited in the Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, ABS, provided that such use or disclosure would not violate (i) the Privacy Rule or the HITECH Act if done by ABS or (ii) the minimum necessary policies and procedures of ABS.

18.3.2. Specific Use and Disclosure Provisions.

- 18.3.2.1. Except as otherwise limited in the Agreement, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 18.3.2.2. Except as otherwise limited in the Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by the law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that (i) it will remain confidential

and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (ii) the person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

18.3.2.3. Except as otherwise limited in the Agreement, the Business Associate may use Protected Health Information to provide Data Aggregation services to ABS as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

18.3.2.4. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

18.4. Obligations of ABS.

18.4.1. ABS shall notify the Business Associate of any limitation(s) in the notice of privacy practices of ABS in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

18.4.2. ABS shall notify Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

18.4.3. ABS shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that ABS has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

18.4.4. ABS shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by ABS, except as specifically allowed by section 18.3.2 of the Agreement.

18.5. Term and Termination.

18.5.1. Term. The Term of the Agreement shall be effective as of the date it is executed, and shall terminate upon termination of the Underlying Agreement.

18.5.2. ABS's Termination for Breach. Upon ABS's knowledge of a material breach of the terms of the Agreement by the Business Associate, ABS shall:

18.5.2.1. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement and the Underlying Agreement if the Business Associate does not cure the breach or end the violation within the time specified by ABS; or

18.5.2.2. Immediately terminate the Agreement and the Underlying Agreement if the Business Associate has breached a material term of the Agreement and cure is not possible.

18.5.3. Other Conditions Allowing for Immediate Termination. Notwithstanding anything to the contrary in the Agreement, ABS may terminate the Agreement immediately upon written notice to the Business Associate, without any term of notice and/or judicial intervention being required, and without liability for such termination, in the event that:

- 18.5.3.1. The Business Associate receives (i) a criminal conviction, (ii) is excluded, barred or otherwise ineligible to participate in any government health care program, including but not limited to Medicare, Medicaid, or Marketplace plans (iii) is named as a defendant in a criminal proceeding for a violation of any information privacy and protection law; or (iv) is found to have or stipulates that it has violated any privacy, security or confidentiality protection requirements under any applicable information privacy and protection law in any administrative or civil proceeding in which the Business Associate has been joined;
- 18.5.3.2. A trustee or receiver is appointed for any or all property of the Business Associate;
- 18.5.3.3. The Business Associate becomes insolvent or unable to pay debts as they mature, or ceases to so pay, or makes an assignment for benefit of creditors;
- 18.5.3.4. Bankruptcy or insolvency proceedings under bankruptcy or insolvency code or similar law, whether voluntary or involuntary, are properly commenced by or against the Business Associate; 18.5.3.5 the Business Associate is dissolved or liquidated.

18.5.4. Effect of Termination.

- 18.5.4.1. Except as provided in Section 18.5.4.2 of this section, upon termination of the Agreement for any reason, the Business Associate shall return to ABS or destroy all Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of the Business Associate's Subcontractors, as well as to Protected Health Information in the Business Associate's possession. The Business Associate shall retain no copies of the Protected Health Information.
- 18.5.4.2. In the event that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

18.6. Miscellaneous.

- 18.6.1. Amendment. No provision of the Agreement may be modified except by a written document signed by a duly authorized representative of the parties. The parties agree to amend the Agreement, as appropriate, to conform to any new or revised legislation, rules and regulations to which ABS is subject now or in the future including, without limitation, the Privacy Rule, Security Standards or Transactions Standards (collectively "Laws").
- 18.6.1.1. Automatic Amendment to Agreement. ABS may amend the Agreement to reflect changes to ABS's policies for complying with or changes to applicable law. The Business Associate may reject the terms of the amendment by providing written notice of rejection to ABS's Legal Department (?) within seven (7) days of receiving the amendment. If the Business Associate fails to provide such notice, the Business Associate will be deemed to have agreed to the amendment and the amendment will be binding on the Business Associate without signature or other action by the Business Associate. If the Business Associate rejects the terms of the amendment, ABS may terminate this Agreement and the Underlying Agreement.

- 18.6.2. Assignment. No party may assign or transfer any or all of its rights and/or obligations under the Agreement or any part of it, nor any benefit or interest in or under it, to any third party without the prior written consent of the other party, which shall not be unreasonably withheld.
- 18.6.3. Survival. The respective rights and obligations of the Business Associate under Section 18.5.4 of the Agreement shall survive the termination of the Agreement.
- 18.6.4. Interpretation. Any ambiguity in the Agreement shall be resolved to permit ABS to comply with the Privacy Rule, Security Standards, Transaction Standards, and HITECH Act.
- 18.6.5. Indemnification. The Business Associate shall indemnify ABS for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, that ABS incurs arising from a violation by the Business Associate of its obligations hereunder. In turn, ABS shall indemnify the Business Associate for any and all claims, inquiries, costs or damages, including but not limited to any monetary penalties, that the Business Associate incurs arising from a violation by ABS of its obligations hereunder.
- 18.6.6. Exclusion from Limitation of Liability. To the extent that the Business Associate has limited its liability under the terms of a separate agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude all damages to ABS arising from the Business Associate's breach of its obligations relating to the use and disclosure of Protected Health Information.
- 18.6.7. Third Party Rights. The terms of the Agreement are not intended, nor should they be construed, to grant any rights to any parties other than the Business Associate and ABS.
- 18.6.8. Entire Agreement. The Agreement constitutes the entire agreement of the parties with respect to the parties' compliance with federal and/or state health information confidentiality laws and regulations, as well as the parties' obligations under the Business Associate provisions of 45 C.F.R. parts 160 and 164. The Agreement supersedes all prior or contemporaneous written or oral memoranda, arrangements, contracts or understandings between the parties hereto relating to the same. The Agreement does not supersede any prior or contemporaneous written or oral memoranda, arrangements, contracts or understandings between the parties hereto relating to the confidentiality of other ABS proprietary and/or confidential information that is not covered by the above laws relating to health information protection.
- 18.6.9. Electronic Transactions. If the Business Associate conducts in whole or in part a HIPAA Transaction for or on behalf of ABS, the Business Associate shall comply, and shall require any Subcontractor involved with the conduct of such HIPAA Transaction to comply, with each applicable requirement of 45 C.F.R. Part 162.
- 18.6.10. Minimum Necessary. The Business Associate shall request from ABS or a third party only the minimum amount of information necessary to perform services under the Agreement. The Business Associate shall develop, implement, maintain and use policies and procedures to limit uses and disclosures of Protected Health Information to the minimum necessary to perform services under the Agreement.
- 18.6.11. Injunctive Relief. The Business Associate acknowledges and stipulates that its unauthorized use or disclosure of Protected Health Information while performing services pursuant to the Agreement or the Underlying Agreement would cause irreparable harm to ABS, and in such event, ABS shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages and injunctive relief, together with the right to recover from the Business

Associate costs, including reasonable attorneys' fees, for any such breach of the terms and conditions of the Agreement.

18.6.12. Notice. Section 15 above shall govern all notices required under this Section 18.

18.6.13. Owner of Protected Health Information. Under no circumstances shall the Business Associate be deemed in any respect to be the owner of any Protected Health Information under the terms of the Agreement.

19. Assignment of Commissions.

19.1. ABS will calculate the Commission based on actual premium payments received as set forth in Section 2 of the Agreement, if paying on behalf of the carrier.

19.2. Commissions will not be paid for any time in which the Agent's Health and Life license is suspended or terminated.

19.3. Commissions will not be adjusted based on contract gains/losses, other than at renewal.

19.4. Commission payments will be made via Electronic Funds Transfer ("EFT"). If the direct deposit information is filled out incorrectly ABS will notify the Agent with the contact information provided and commissions will be suspended until updated information is received.

19.5. Notice of Change ("NOC"). If the Agent receives a NOC from their bank they have seven (7) days from the time they receive the notice to update their information with ABS, otherwise commissions will be suspended until updated information is received.

19.6. Commissions will not be paid for any month in which ABS does not receive premium.

19.7. The Agents will be paid commission directly from Carriers whenever possible, the Carriers will calculate commissions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

The agent acknowledges HIPAA BAA:

I have read Section 18, HIPAA Business Associate Agreement, and understand this agreement contains sections added that pertain to the recent HIPAA Omnibus Final Rules. I understand that this Business Associate agreement reflects duties that I have as an agent and a Business Associate of ABS. I also understand that pursuant to this rule I must maintain a copy of this agreement for any future auditing purposes.

The agent accepts agreement:

I have read and agree to the agent agreement terms listed above.

Agent electronic signature:

(all text boxes should be longer)

Enter your first and last name

Schedule A: Individual plans

This Schedule A is entered into pursuant, and subject to, the terms and conditions of a certain Agent Agreement (the "Agreement"). This Schedule includes the requirements for the Agent to sell ABS contracted Carrier Plans to eligible individuals.

Terms of Agreement

1. **Marketing Individual Plans.** ABS authorizes the Agent to represent, and the Agent agrees to represent, ABS in the marketing of the Individual Plans to Individuals. In representing ABS in the marketing of the Individual Plans, the Agent shall comply with the general terms as set forth in the body of this Agent Agreement.
2. **Commissions on Termination of Agreement with Cause.** Upon termination with cause, ABS shall pay the Agent commissions which are earned prior to termination of this Agreement but have not been paid. Commissions are considered earned for premiums paid through the end of the month in which this Agreement is terminated.
3. **Companies' Business.** Without liability to the Agent, ABS may in their sole discretion, periodically and at any time:
 - Retire and/or withdraw from any territories;
 - Discontinue and/or withdraw any plan or product in any territory without prejudice to their right to continue use of the Plan or product in any other territory;
 - Discontinue and/or withdraw any plan or product in all territories;
 - Resume the issuance or use of any plan or product in any territory or territories at any time.

Acknowledge Schedule A:

- I have read and agree to Schedule A: Individual plans
- I do not plan to sell Individual Plans at this time. Should this change, I agree to sign an amendment containing the above information

Schedule B: Medicare Advantage and Medicare Prescription Drug Plans

This Schedule B is entered into pursuant, and subject to, the terms and conditions of a certain Agent Agreement (the "Agreement"). This Schedule includes the requirements for the Agent to sell Medicare Plans that ABS is contracted to sell to eligible individuals.

Together, the Medicare Advantage Plans ("MA") and the Medicare Advantage Prescription Drug Plans ("PDP") are referred to as "Medicare Plans". ABS and the Agent may sometimes be referred to individually as "party" or jointly as the "parties."

1. The Agent agrees to comply with any and all applicable federal and state laws and regulations that govern Medicare Plans and to cooperate and comply with any and all policies, procedures, instructions and directives, oral or written, that ABS may require to ensure compliance with such laws and regulations. Specifically, compliance with this provision includes, but is not limited to, compliance with the ABS Medicare Training materials, CMS Medicare Marketing Guidelines, CMS Medicare Managed Care Manual, AHIP, Carrier training, FWA training, as well as the Part C and D requirements. The Agent agrees to promptly report to ABS all marketing allegations. The Agent understands that any finding of fault relating to a marketing allegation or any violation of this provision will result in immediate termination of this Agreement.

2. The Agent agrees to promptly notify ABS of any disciplinary proceedings related to the Agent's certification for MA and/or PDP sales, including notice of any investigatory proceedings instituted by CMS and/or the state licensing authority.
3. The Agent agrees to comply with all sales performance standards established by ABS, written or oral, which shall include, but are not limited to, the following:
 - i. The Agent must submit completed enrollment forms to the Carriers within 24 hours from the date the Agent receives such enrollment forms; and
 - ii. The Agent must participate in all ABS Medicare-related training, including, but not limited to, webinars or online training, as directed by ABS.
 - iii. The Agent understands and agrees that ABS may modify, enhance or otherwise alter its sales performance standards at any time at its sole discretion.
4. The Agent represents and warrants that the Agent is licensed by their domicile state and other state licenses submitted to ABS to sell the Medicare Plans, will maintain licenses submitted to ABS at all times, and will provide ABS with a copy of such licensure upon execution of this Agreement, if not previously provided to ABS. Pursuant to state law, ABS may not pay any commission or other remuneration to the Agent unless the Agent's current and valid license is on file with ABS. Continued solicitation for Medicare Plans shall be contingent upon the continuing qualification of the Agent by possession of the required licenses, Carrier appointments, and all required certifications.
 - i. The Agent shall promptly notify ABS of any disciplinary proceedings related to such licenses, including notice of any investigatory proceedings instituted by CMS and/or the state licensing authorities.
5. The Agent shall not broadcast, publish or distribute any advertisements or other information about Medicare Plans without ABS's prior written approval.
6. If a member requests a change in the Agent of Record, ABS shall, at its sole discretion, pay the remaining Annual Retention Payment to the new agent or discontinue payment of the Annual Retention Payment.
7. If this Agreement is terminated by either party for any reason, ABS will pay no compensation after the termination date. No Renewal Payments will be made after the termination date. (or do field agents continue to get paid unless it is a termination for cause?)
8. ABS will only pay compensation to the Agent if the Agent delivers a completed Medicare enrollment form for each applicant within 24 hours after receipt of such completed enrollment form from the applicant. The Agent must deliver original copies to:

AMAC Broker Services
2130 Talley Rd., Building 2, Suite 100
Leesburg FL, 34748
Attn: (who?)

Or

(list email) (list fax#)

after submission to the Carrier. In the event an original is not obtained or retained (applications were faxed to

the Agent, sent to the Carrier with premium payment, or entered online), the agent will deliver an exact copy of the application to the address, email or fax number listed above.

9. Compensation paid to the Agent as described in this Agreement is contingent upon the Agent maintaining the Agent's certification to market and sell Medicare Plans, including completion of the annual recertification program as provided by AHIP, the Carriers and ABS.
10. If ABS terminates this Agreement based on a finding of fraud committed by the Agent, for a finding of fault pursuant to a marketing allegation, for the suspension or revocation of the Agent's license or for any other regulatory or legal action related to or affecting the Agent's performance pursuant to this Agreement, ABS will not pay any outstanding compensation to the Agent after the termination date. The Agent may not assign this Agreement without the prior written consent of ABS. The Agent may assign compensation to be paid under this Agreement upon written notice to ABS. (do we want to allow assignments of commissions?) This Schedule B and the Agent Agreement constitutes the entire agreement between the parties for the Medicare Plans and supersedes all previous agreements, discussions or negotiations, oral or written, between ABS and the Agent with respect to Medicare Plans.
11. Any enrollment forms, applications, or other materials relating to Medicare Plans shall be maintained for a period of ten (10) years from the final transaction date in accordance with CMS requirements.
12. This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of the state(s) the agent is licensed in. Federal law shall apply and shall preempt state law when Medicare laws or regulations apply.
13. If any provision of this Agreement is in conflict with or is rendered invalid or unenforceable by any local, state or federal law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, if the essential provisions of this Agreement for each party remain valid, binding, and enforceable. This Agreement shall be deemed automatically amended to comply with all applicable local, state and federal laws, rules and regulations. This Agreement will terminate automatically upon any determination by CMS or any other government authority indicating that the Agreement is improper.
14. The parties agree that this Agreement and all information relating to membership, individual members and prospective clients shall be considered confidential and shall be treated as such. The Agent acknowledges and agrees that he or she is a Business Associate of ABS and the provisions of the Business Associate Agreement apply to the Agent. This provision shall survive the termination of this Agreement.
15. The parties agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, whether involving a claim in tort, contract or otherwise, shall attempt to be resolved through facilitative mediation and, if unsuccessful, will be settled by final and binding arbitration in accordance with the Federal Arbitration Act.

Acknowledge Schedule B:

- I have read and agree to Schedule B: Medicare
- I do not plan to sell Medicare Advantage and Medicare Prescription Drug Plans at this time. Should this change, I agree to sign an amendment containing the above information

Schedule C: Medicare Supplement (Medigap)

This Schedule C is entered into pursuant, and subject to, the terms and conditions of a certain Agent Agreement (the "Agreement"). This Schedule C includes the requirements for the Agent to sell Medicare Supplement ("Medigap") plans to eligible individuals.

Recitals

The Agent is licensed to market and sell individual health benefit plans.

The Agent is designated as the Agent by a member of the general public ("Individual") purchasing a Plan.

Terms of Agreement

1. **Marketing Medicare Plans to Individuals.** ABS authorizes the Agent to represent, and the Agent agrees to represent, ABS in the marketing of the Medigap Plans to Individuals. In representing ABS in the marketing of the Medigap Plans, the Agent shall:
 - 1.2 Only utilize Medigap sales material, including advertising materials, provided by ABS or the Carriers, and approved by the licensing authority.
 - 1.3 Make no misrepresentations concerning ABS, the Medigap Plans, or any related matter, and comply with any and all applicable requirements that govern Medigap Plans, cooperate and comply with any and all policies, procedures, instructions and directives, oral or written, that ABS may require to ensure compliance with such requirements.
 - 1.4 The Agent agrees to promptly report to ABS all marketing allegations. The Agent understands that any finding of fault relating to a marketing allegation or any violation of this provision will result in immediate termination of this Agreement.
 - 1.5 The Agent shall use his or her best efforts to ensure that each application for the Medigap Plans is fully and truthfully completed by the applicant.
 - 1.6 The Agent agrees to promptly notify ABS of any disciplinary proceedings related to the Agent's License, including notice of any investigatory proceedings instituted by the licensing authority.
 - 1.7 The Agent warrants that he/she has not been convicted of any criminal act involving dishonesty or breach of trust or been convicted of an offense under Section 14033 of the Violent Crime Control and Law Enforcement Act of 1994. Further, the Agent agrees to immediately inform ABS of any conviction of the types described in the preceding sentence.
2. **Commissions on Termination of Agreement with Cause.** Upon termination with cause, ABS shall pay the Agent commissions which are earned prior to termination of this Agreement but have not been paid. Commissions are considered earned for premiums paid through the end of the month in which this Agreement is terminated.
3. **ABS Business.** Without liability to the Agent, ABS may, at their sole discretion, periodically and at any time:
 - Retire and/or withdraw from any territories;
 - Discontinue and/or withdraw any plan or product in any territory without prejudice to their right to continue use of the Plan or product in any other territory;
 - Discontinue and/or withdraw any plan or product in all territories;
 - Resume the issuance or use of any plan or product in any territory or territories at any time.

Acknowledge Schedule C:

- I have read and agree to Schedule C: Medicare supplement
- I do not plan to sell Medicare Supplement Plans at this time. Should this change, I agree to sign an amendment containing the above information