Silverscript

Licensed Only Agent Application for Appointment

Please follow the instructions listed below so we can quickly and accurately process your appointment paperwork.

Please complete and return the following:

- Complete and sign the LOA Subagent Agreement.
- Complete and sign the LOA Agent Compensation Agreement.

Required Supporting Documents:

- Include copies of Individual Agent state license(s) for all state(s) you wish to appoint with.

Return Completed Contracting To:

Email: falli@myplanadvisors.com OR Fax: 702-441-8313

Thank you!

LOA SUBAGENT AGREEMENT
(Marketing
Part D Plans to Individuals)

This LOA SUBAGENT AGREEMENT ("Agreement") is entered into by and between Plan Asvisors ("Company") and _____ ("LOA" or "Subagent"), effective on _____ (the "Effective Date").

WHEREAS, Company is a marketing services organization that has contracted with SilverScript Insurance Company and any other CVS Caremark affiliate offering Part D Plans (together referred to as "SilverScript"). SilverScript Insurance Company is an insurance corporation organized and existing under the laws of the State of Tennessee that is authorized to offer one or more Prescription Drug Plans (Prescription Drug Plans offered by Company are referred to as "Part D Plans") in accordance with Title I of the Medicare Modernization Act of 2003 and its implementing regulations (collectively these laws, regulations, and guidance shall be referred to as "Medicare Part D Rules") and LOA intends to market said SilverScript Part D Plans under the terms and conditions contained in this Agreement.

WHEREAS, LOA desires to enter this Agreement with Company to market and solicit sales of the SilverScript Part D Plans that Company is authorized to market,

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, it is agreed as follows:

1.0 Relationship and Scope of Authority. Subject to the terms of this Agreement, the LOA:

a. is authorized to market and sell the SilverScript Part D Plans to individuals in any states in which the LOA is properly licensed and for only the Part D Plans Company is authorized by SilverScript to solicit, market, and sell (the "Territory"), subject to SilverScript's right to approve or disapprove each sale and to terminate any LOA's ability to offer, sell or solicit applications for SilverScript's Part D Plans at any time in accordance with the terms of this Agreement;

b. acknowledges and agrees that, subject to applicable law, SilverScript shall have the right, at all times, to not submit, reject or withdraw any application for SilverScript Part D Plans without specifying cause, and to cancel, refuse to renew, or modify any Part D Plan, in accordance with and pursuant to SilverScript rights under the agreement between SilverScript and Company. LOA also acknowledges and agrees that SilverScript may discontinue or withdraw, rewrite, replace or convert any Part D Plan now or hereafter made available for sale and that neither Company nor SilverScript shall incur any liability to LOA as a result thereof. LOA's authority hereunder shall be limited to marketing, soliciting, and selling SilverScript Part D plans for Company; and

c. acknowledges all SilverScript obligations herein are subject to applicable laws and regulations, any change in laws or regulations applicable to or impacting the products and services or the Medicare Part D program that would materially change or impact SilverScript's obligations, or action taken by CMS or other governmental authority that materially impacts the ability of SilverScript to fulfill its obligations.

2.0 Compensation.

a. Subject to provisions of this Agreement, including Section (b) below, Company shall pay to LOA and LOA agrees to accept the commissions for Initial and Renewal Enrollments (as such terms are defined by CMS) of eligible beneficiaries ("Commissions") specified in the Commission Schedule, attached hereto as **Exhibit 1,** on all business produced by LOA. The Compensation Schedule for the following coverage year shall be provided to LOA prior to Annual Coordinated Election Period (i.e. Open Enrollment) for that coverage year. LOA shall be solely responsible for paying all expenses incurred by LOA in performance of this Agreement. In the event this Agreement is terminated for cause, Company shall cease paying compensation to LOA and no further payment shall be due. In the event this Agreement is terminated by the LOA or terminated by Company without cause, LOA may be entitled to continued compensation payments from Company provided LOA meets the requirements specified in Exhibit 1. In order to receive compensation after termination, LOA acknowledges and agrees that any obligations under this Agreement that are by their nature intended to continue in connection with receiving that compensation shall survive termination of this Agreement. This includes but is not limited to: Section 2; Section 3; Section 4; Section 6; Section 7; Section 8; Section 9; Exhibit 1; and Exhibit 4.

b. The Compensation Schedule and any and all Commissions payable thereunder for a particular coverage year may be modified by Company in its sole discretion and for any reason, by providing written notice to LOA at least sixty (60) calendar days prior to the start of the coverage year in question. In addition, the Compensation paid or payable under this Agreement may be modified or limited by Company at any time as necessary to comply with federal or state legal or regulatory requirements or new CMS guidance or interpretations applicable to agents or brokers and/or commission payments made by SilverScript to the Company (collectively, "Regulatory Requirements"). Such modifications shall be effective upon the earlier of the date Company notifies LOA of such modifications or the effective date of Regulatory Requirements, irrespective of whether such date has already passed and/or the Compensation has already been paid.

3.0 Additional Responsibilities and Representations.

LOA represents and warrants that all information provided in this Agreement and in the Contact Information Sheet, attached hereto as **Exhibit 2,** is true, accurate and complete to the best of LOA's knowledge. As a condition to entering into this Agreement, LOA agrees to fully complete the Contact Information Sheet and provide it to Company and SilverScript. LOA agrees that references to "SilverScript" in this Agreement should be interpreted to apply to the Part D Plan sponsor or sponsors for which LOA is authorized to market.

LOA shall make no representations, warranties or commitments of any type to applicants as to the issuance of a Part D Plan, nor will LOA incur any liability or debt on behalf of Company or SilverScript.

LOA shall disclose to the individual beneficiary that LOA has a relationship with SilverScript, SilverScript is compensating LOA for marketing the Part D Plans to them, and the terms of the payment that LOA has negotiated with SilverScript.

LOA represents and warrants that LOA has all required licenses, certifications, and/or

registrations to perform the services contemplated by this Agreement, including but not limited to current insurance agent license, which is in good standing in the Territory in which the LOA intends to market, solicit and sell. LOA agrees that it shall be solely responsible for its activities and that it will indemnify and hold Company and SilverScript harmless with respect to the acts or omissions of LOA. LOA shall provide evidence of its licensure to SilverScript upon initial approval, annually, periodically upon request, and in the case of any change to licensure.

LOA represents and warrants that all information provided under this Agreement shall be consistent with and shall comply with the contractual provisions imposed upon SilverScript under the contract between SilverScript and the Centers for Medicare and Medicaid Services ("CMS"). LOA will at times furnish the services required of LOA by this Agreement in a manner that permits SilverScript to comply with such contract with CMS.

Except as disclosed to Company in this Agreement, LOA represents and warrants that LOA has neither been, nor will be during the term of this Agreement: (i) listed as debarred, excluded or otherwise ineligible for participation in federal health care programs; or (ii) convicted of a felony or misdemeanor, excluding traffic violations. If at any time LOA becomes aware of any violation of this representation and warranty, LOA agrees to notify Company and SilverScript in writing immediately.

LOA hereby agrees to become familiar with and to comply fully with:

a. The rules, guidelines, regulations, policies, and procedures of Company and SilverScript;
b. Part D of Title XVII of the Social Security Act and all rules and regulations related to Part D that are from time to time adopted by CMS (collectively, "Part D");
c. All other federal health care laws (including civil monetary penalty laws);
d. Applicable state laws, including the insurance laws of each state in which LOA markets, solicits, and sells on behalf of Company and each state's appointment laws including paying the costs of any required filings with the state;
e. CMS policies, including CMS' marketing guidelines, as may be amended from time to time;
f. SilverScript's code of conduct in addition to the code of conduct of any of LOA's uplines; and
g. All other applicable laws, regulations, guidelines, or policies.

4.0 Marketing, Enrollment and Training.

LOA agrees that all marketing activities shall be undertaken by the LOA in full compliance with the marketing standards provided by Company, CMS requirements, and any other applicable federal or state law or regulation including the CMS Marketing Guidelines and understands that in marketing, soliciting, and selling SilverScript Part D plans, LOA is not permitted to and will not:

a. Claim recommendation or endorsement by the CMS or that CMS recommends that Medicare beneficiaries enroll in the plan.
b. Make any statement, claim, or promise that conflicts with, materially alters, or erroneously expands upon the information contained in CMS-approved materials.
c. Offer or provide cash or other remuneration as an inducement for enrollment or otherwise.
d. Offer gifts or payments as an inducement to enroll in a SilverScript or Company plan or

product. Any item offered to potential enrollees must be of nominal value (currently defined as an item worth $15 or less per item, based on the retail purchase price of the item regardless of the actual cost, and the aggregate retail value of all reward items offered annually may not exceed $50 in the aggregate on the annual basis per member per year), and must be offered to all potential enrollees without regard to whether or not the beneficiary enrolls, and are not in the form of cash or other monetary rebates.

e. Provide meals for potential beneficiaries and enrollees, which are prohibited regardless of value.
f. Engage in any discriminatory activity such as, for example, attempts to recruit Medicare beneficiaries from higher income areas without making comparable efforts to enroll Medicare beneficiaries from lower income areas.
g. Solicit door-to-door for Medicare beneficiaries or through other unsolicited means of direct contact, for example, calling, e-mailing or texting a beneficiary without the beneficiary initiating the contact ("cold calls").
h. Engage in activities that could mislead or confuse Medicare beneficiaries, or misrepresent the Part D sponsor or its Part D plan. Neither Agent, nor the Part D organization may claim that it is recommended or endorsed by CMS or Medicare or that CMS or Medicare recommends that the beneficiary enroll in the Part D plan. The Agent may explain that the Part D organization is approved for participation in Medicare.
i. Market non-health care related products to prospective enrollees during any MA or Part D sales activity or presentation. This is considered cross-selling and is prohibited.
j. Market the Part D Plan and any health care related product during a marketing appointment beyond the scope agreed upon by the beneficiary, and documented by the plan, prior to the appointment (48 hours in advance when practicable). LOA shall follow all laws and CMS guidance, including, but not limited to Medicare Part D Rules, with respect to Scope of Appointments.
k. Market additional health related lines of plan business not identified prior to an in-home appointment without a separate appointment that may not be scheduled until 48 hours after the initial appointment unless the beneficiary asks about another health-related product and signs a new appointment listing that health-related product.
l. Distribute marketing materials for which, before expiration of the 45-day period, the PDP Sponsor receives from CMS written notice of disapproval because it is inaccurate or misleading, or misrepresents the PDP Sponsor, its marketing representatives, or CMS.
m. Use providers, provider groups, or pharmacies to distribute printed information for beneficiaries to use when comparing the benefits of different Part D plans unless providers, provider groups or pharmacies accept and display materials from all Part D plan sponsors with which the providers, provider groups, or pharmacies contract. The use of publicly available comparison information is permitted if approved by CMS in accordance with the Medicare marketing guidelines.
n. Conduct sales presentations or distribute and accept Part D plan enrollment forms in provider offices, pharmacies, or other areas where health care is delivered to individuals, except in the case where such activities are conducted in common areas in health care settings.
o. Conduct sales presentations or distribute and accept plan applications at educational events.
p. Employ Part D plan names that suggest a plan is not available to all Medicare beneficiaries.
q. Use a plan name that does not include the plan type. The plan type should be included at the end of the plan name.
r. Engage in any other marketing activity prohibited by CMS in its marketing guidance.

LOA may access and print on-demand SilverScript approved materials via the SilverScript agent portal ("Agent Portal"). Materials available via the SilverScript Agent Portal include, but are not limited to, Summary of Benefits, enrollment applications, and brochures. LOA shall distribute marketing materials at its sole cost and expense. LOA shall use only SilverScript and Company provided, and CMS approved, materials to market SilverScript products to prospective individuals. LOA shall not advertise or publish any matter or thing concerning SilverScript or its products that is not provided by SilverScript and Company without filing a proposed copy of such material with SilverScript and obtaining approval, signed by an officer of SilverScript. All printed matter and supplies SilverScript and Company furnish (including the intellectual property rights therein) are property of SilverScript and shall be promptly returned to SilverScript; or destroyed upon request or when this Agreement terminates.

For each individual beneficiary electing coverage under a SilverScript Part D Plan, the LOA shall obtain a completed and signed application for each prospective beneficiary. LOA shall deliver each completed application to the appropriate upline entity and enter each enrollment in the SilverScript Agent Portal, all in accordance with SilverScript's enrollment instructions, which are attached hereto as **Exhibit 3** and may be modified from time to time at SilverScript's sole discretion.

At LOA's cost and expense, LOA shall undergo CMS endorsed or approved annual training and pass the required annual test in accordance with this Agreement, CMS regulations and guidelines, and SilverScript and Company standards. Company shall at its own cost and expense make available to the LOA the SilverScript Agent Portal for LOA training and testing purposes.

5.0 Term and Termination. The initial term of this Agreement shall be effective on the Effective Date first above written and, unless otherwise terminated as set forth below, shall continue through the following coverage year (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one year terms October 1 of each year thereafter unless either party provides written notice to the other party of its decision not to renew at least thirty (30) days prior to the end of each term. This Agreement may also be terminated at any time without cause by Company upon Company providing LOA with thirty (30) days prior written notice. LOA acknowledges that SilverScript may terminate LOA's right to market, solicit and sell SilverScript Part D plans and products as permitted under and subject to SilverScript's agreement with the Company. Should this Agreement not be renewed or terminated for any or no reason, the parties agree to honor the administration, service and continued payment of commissions associated with the policies produced and in force under this Agreement before the effective date of such termination. In addition, Company, in its sole discretion, may terminate this Agreement for "cause" immediately upon mailing written notice to the LOA's last known address if LOA, its officers or any of its employees or agents (i) commits any fraud in connection with the duties, services or actions being performed on behalf of the other party under this Agreement; (ii) violates any of the material terms of this Agreement; or (iii) voluntarily or involuntarily dissolves or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

6.0 Records and Reports. LOA shall maintain, and make available to Company, SilverScript and any appropriate governmental agency, all books and records relating to the Part D Plan, the services provided under this Agreement or those records that may be requested by CMS or a state regulatory agency for the longer of the period required under applicable federal or state law or by CMS.

7.0 Confidential Information. In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party ("Confidential Information"). Both during and after the term of this Agreement, LOA will use diligent efforts to maintain in confidence and use Confidential Information only for the purposes of this Agreement. The proceeding obligations shall not apply to information that (a) has been publicly disclosed through no fault of LOA, (b) Company agrees in writing may be disclosed, or (c) that either party is required to disclose pursuant to a valid subpoena, judicial or administrative order, or other legal requirement; provided that the party subject to such legal requirement shall give the other party prompt notice of such legal objections to such disclosure. Nothing in this Agreement shall constitute a grant, license, or otherwise provide to the LOA any proprietary rights, at any time whether during the term of this Agreement or subsequent to its termination. If any party fails to comply with this Section, the infringed party shall be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by law.

8.0 Indemnity. LOA agrees to indemnify Company and SilverScript and their affiliates, shareholders, directors, officers and employees and to hold Company and SilverScript, and their affiliates, shareholders, directors, officers and employees harmless from any and all expenses, liabilities, costs, cause or causes of action and damages, including attorneys fees and costs of litigation, resulting from or growing out of any breach of this Agreement or any related documents or any unauthorized, fraudulent, negligent or wrongful act, omission, statement or representation by LOA, its officers or any of its employees. This Section shall survive the termination of this Agreement for any reason.

9.0 Confidentiality of Protected Health and Financial Information of Consumers. The LOA hereby agrees to comply with The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and The Gramm-Leach Bliley Act of 1999 ("GLB") and their implementing regulations and with other federal and state laws and regulations controlling the use, disclosure, transmission and storage of health and financial information. LOA further agrees to the terms and conditions contained in the Business Associate Agreement, attached hereto as **Exhibit 4**.

10.0 General Provisions. The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto and no such party shall have any right or cause of action hereunder.

This Agreement cannot be assigned by any party without the prior written approval of the other parties, which any party may withhold, in its sole discretion. The provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns.

This Agreement constitutes the entire agreement between the parties with respect to the SilverScript Part D Plans, and supersedes any previous written or oral agreements with respect to the Part D Plans. This Agreement shall be amended only by written agreement signed by a duly authorized officer of each of the parties; provided that new Compensation Schedules shall become part of the Agreement in accordance with Section 2 above**.**

The waiver by any party of any other party's breach or violation of any provisions of this Agreement shall not be construed as a waiver of any subsequent breach or violation, and the

waiver by any party of the right to exercise any remedy that it may possess hereunder shall not be construed as a bar to the exercise of such right or remedy by such party upon the occurrence of any subsequent breach or violation. In the event any article, section or provision of this Agreement or related documents is found to be void and unenforceable, the remaining articles, sections and provisions of this Agreement or related documents shall nevertheless be binding upon the parties with the same force and effect as though the void or unenforceable part had not been severed or deleted.

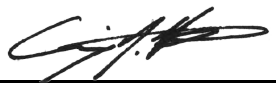
This Agreement shall be governed by and construed in accordance with the laws of the state of Company's domicile, without giving effect to the principles of conflicts of laws thereof. All disputes hereunder shall be brought in the federal and state courts located in the county of the state where the Company is principally domiciled, and the parties hereto hereby consent to jurisdiction and venue in said courts.

All notices, certificates, requests, demands and other communications provided for under this Agreement shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, or (c) sent by overnight courier of national reputation, in each case addressed to the party to whom notice is being given at its address as set below or, as to each party, at such other address as may hereafter be designated. All such notices, requests, demands and other communications shall be deemed to have been given on (a) the date received if personally delivered, (b) when deposited in the mail if delivered by mail, or (c) the date sent if sent by overnight courier.

The parties' respective rights and obligations under this Agreement, which by their nature shall survive termination, cancellation, or expiration of this Agreement shall survive.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

COMPANY: Ritter Insurance Marketing

By: 

Name: Craig J Ritter

Title: President

LOA

By: SIGN HERE

Name:

Title:

EXHIBIT 1
Compensation Schedule to the LOA Subagent Agreement

Subject to and as limited by the compensation terms set forth in Section 2 of the Agreement, for Initial and Renewal Enrollments for the 2014 coverage year Company shall pay, and LOA agrees to accept, the Commissions set forth in the Compensation Schedule Addendum for enrollment and renewal of eligible beneficiaries in a SilverScript Part D plan. LOA acknowledges that the total compensation paid to LOA shall be paid in accordance with CMS regulations and CMS implementing guidance regarding the payment of compensation to agents and brokers.

LOA acknowledges and agrees that the Company is solely responsible for payment of the commissions under this Agreement and SilverScript has no obligation to make payments hereunder.

As required under Part D Rules, any new member enrollment with SilverScript shall be paid as a Renewal Enrollment if the SilverScript member was previously enrolled in a Like Plan Type within the applicable 6 Year Cycle defined by CMS.

For each coverage year, commissions will be paid only for each SilverScript and CMS approved member, to the extent that the member remains enrolled as a SilverScript member. When a beneficiary disenrolls from the plan, or discontinues payment of premiums, during the member's first three (3) months of enrollment, Company will recover all Commissions paid. For any member who disenrolls from the plan, or discontinues payment of premiums, in months four (4) through twelve (12) of the coverage year, Company will recover a pro-rated commission chargeback for these months in which the beneficiary is not enrolled Commissions are payable only for a Medicare beneficiary who is enrolled in a SilverScript Part D plan as a result of the services provided by the LOA.

Company will pay commissions for Initial Enrollments only after each new enrollee is approved by CMS. Renewal Commissions will be paid by approximately March 1st of each coverage year. Commissions and the process for payment thereof are subject to and limited by Medicare Part D Rules. The parties specifically agree that, if permissible, the amount of commissions will be revised on a pro-rata basis to reflect changes resulting from any such law, regulation, guidance, or revisions or modifications. The obligation to pay commissions shall terminate in the event that CMS ceases payments to SilverScript for the Part D Plans covered under this Agreement. If this Agreement is terminated for cause, then all of LOA's rights to any compensation shall be immediately terminated and forfeited.

No commissions shall be paid on lapsed enrollees. If a lapsed enrollee is reinstated by LOA, the commission to be paid to LOA shall be the same amount as for the renewal of such Part D Plan. Reinstatement commissions are to be determined in accordance with the Commission Schedule in effect at the time of reinstatement. If SilverScript discontinues an existing Part D insurance product in existence as of the Effective Date of this Agreement, any commissions related to the rewriting, replacement, or conversion of one form of Part D Plan to another new SilverScript Part D product (or on surrendered Part D Plans) are not covered by this Agreement but may be mutually determined by Company and LOA unless required by law to be determined in different manner, including but not limited to the rules for Like Plans.

Renewal commissions for LOAs will continue to be paid for each renewed enrollee if the LOA remains in compliance with CMS requirements, maintains good standing with SilverScript,

and/or has not otherwise breached this Agreement. "Good standing" shall include a valid license, state appointment, annual training and testing, and other requirements for marketing and payment of compensation, as modified by SilverScript or CMS. Training and testing certification must be completed by December 7 to remain in good standing for renewals in effect the following plan year *(e.g., by December 7, 2014 for renewals for the 2015 plan year.)* Nothing in this Agreement requires SilverScript to contract with the LOA if the LOA is no longer contracted with Company. Company shall not pay LOA commissions for a renewed enrollee if a LOA is no longer in good standing during the applicable period. LOA acknowledges and understands that in order to receive renewal commissions, LOA must continue to abide by the applicable terms of the Agreement even if the Agreement has been terminated. If Company has already paid a commission to the LOA for a renewed enrollee and the LOA is later discovered to not be in good standing for the applicable period, then the LOA shall repay Company the full amount of the renewal commission paid for that period.

Company may furnish LOA with a periodic statement of LOA's account and will pay any amount due LOA hereunder. Upon receipt of such statement the LOA shall immediately examine it, and if not satisfied as to its accuracy, LOA shall return such statement to Company with details of any discrepancy therein within thirty (30) days of the date of the statement; otherwise the statement shall be deemed accepted by LOA as true and correct. The account on the books of Company shall be prima facie evidence of such account for all purposes.

Unless otherwise defined herein, any capitalized terms herein shall have the meaning set forth under Medicare Part D Rules.

SCHEDULE A
COMPENSATION SCHEDULE ADDENDUM

Effective Date*	Initial Enrollment	Renewal Enrollment
2014	See attached commission schedule	See attached commission schedule

*This Compensation Schedule Addendum shall remain in effect until a new Compensation Schedule Addendum becomes effective.

Assignment of Commission

LOA agrees that any and all applicable Commissions shall be assigned to the assignee listed below. Neither SilverScript Insurance Company nor Company shall have any obligation to pay any Commissions, or any other compensation whatsoever, directly to LOA in connection with the services provided under this Agreement.

For the value received, I _____ (LOA) of the city of _____, State of _____ do hereby assign, transfer and set over to:

Plan Advisors _____ (assignee) 61-1731011 _____ (TIN or SSN) with address of

South FLmaingo Rd, Ft. Lauderdale, FL 33330

its successors and assigns, my rights, title and interest in the first year and renewal commission which shall accrue to me under my contract. I further certify there is no previous assignment or assignments nor had any bill of sale of these commissions or any part thereof been previously made by me to any other person or persons, nor is there any claim against such commissions outstanding. I do for myself, my executors or administrators, guarantee the validity of the foregoing assignment.

By: _____ SIGN HERE

LOA Agent

EXHIBIT 2

LOA Subagent's Contact Information Sheet

AGENT INFORMATION:		
Agent Name:		
First:	**Middle:**	**Last:**
Agent Birth Date:	**Agent SSN:**	
Email Address:		
BUSINESS ADDRESS:		
Street Address 1:		
Stress Address 2:		
City:	**State:**	**Zip Code:**
Telephone #:	**Mobile #:**	**Fax #:**
RESIDENT ADDRESS: ( ) Check here if same as mailing address		
Street Address 1:		
Street Address 2:		
City:	**State:**	**Zip Code:**
NATIONAL PRODUCER NUMBER (NPI):		
CONTRACTING INFORMATION:		
Contracting Identity (circle one):	**Individual** ☐	**Corporation** ☐ **Partnership** ☐
REQUESTING AUTHORIZATION TO RECEIVE COMMISSIONS IN THE STATES OF:		
State:	**License #:**	**Expiration Date:**
State:	**License #:**	**Expiration Date:**
State:	**License #:**	**Expiration Date:**
State:	**License #:**	**Expiration Date:**
State:	**License #:**	**Expiration Date:**
State:	**License #:**	**Expiration Date:**

EXHIBIT 3

ENROLLMENT INSTRUCTIONS

1. Dating the Receipt of the Enrollment Request: The agent must date all enrollment forms on receipt. If the form is complete on receipt, then the date stamp showing the date of receipt becomes the application date for purposes of submitting the enrollment to CMS. If additional documentation is required to complete the enrollment request, this documentation must be dated on receipt. The date on the last additional documentation required to complete the enrollment request will be the application date for purposes of submitting the enrollment to CMS. This date is the one used for determining the enrollment period and effective date of enrollment (see #11 below).

2. Information Verification: The agent must verify the following:
   - Spelling of the prospective enrollee's complete name;
   - Correct recording of sex;
   - Health Insurance Claim Number; and
   - Date of Birth.

   In face-to-face interviews, this verification should be done using the prospective enrollee's Medicare card. For other forms of enrollment (e.g., mail, fax), verification should be done by contacting the prospective enrollee by phone or other means, or by requesting that the prospective enrollee include a copy of his/her Medicare card when mailing in the enrollment request.

3. Enrollment Form Information and Enrollment Process: The agent agrees to use and complete SilverScript's enrollment form for enrollments into a SilverScript Part D Plan and agree to adhere to SilverScript instructions with respect to the process for enrollment as well as providing all documents and information necessary to complete an enrollment as determined by SilverScript. .

4. Permanent Residence: The agent must confirm that that the prospective enrollee's permanent address is in the plan's service area. If a Post Office Box is given, the agent must contact the prospective enrollee to determine their place of permanent residence, unless the person is homeless. For homeless prospective enrollees, a PO Box, address of a shelter or clinic, or the address where the prospective enrollee receives mail may be given instead of a residential address. If there is a dispute about the prospective enrollee's permanent residence, this must be resolved in accordance with State law.

5. Entitlement to Medicare: The agent should attempt to verify the prospective enrollee's entitlement to Part A and/or enrollment in Part B by reviewing the prospective enrollee's Medicare ID card or other documentation, such as an SSA award letter.

6. Legal Representatives: If someone other than the prospective enrollee signs the enrollment form, the agent must confirm that the person signing has (i) attested that he or she has authority under State law to make the enrollment request on behalf of the prospective enrollee, (ii) attested that a copy of the proof of other authorization required by State law that empowers the individual to effect an enrollment request on behalf of the prospective enrollee (e.g., court-appointed legal guardianship or durable power of

attorney) is available upon request by the plan or CMS, and (iii) provided contact information. If the agent is aware that the prospective enrollee has a representative payee designated by SSA to handle the prospective enrollee's finances, the agent should contact the representative payee to determine whether he/she is the appropriate person under State law to sign the enrollment form for the prospective enrollee.

7. Date of Enrollment Form: If the date is not filled in on the enrollment form by the prospective enrollee or their legal representative, the date of receipt that the agent stamps on the enrollment form should be treated as the "signature date" of the request.

8. Helping Fill-Out the Form: If the agent helps the prospective enrollee fill out the enrollment form, then the agent must also sign the form and indicate his/her relationship to the prospective enrollee. Merely pre-populating the form, with the prospective enrollee's name and mailing address (but not phone number) when the prospective enrollee requested that the form be mailed to him/her is not considered helping the prospective enrollee fill out the form, and so does not require that the agent sign the form. Similarly, correcting information on the form after verifying it does not require the agent's signature.

9. Enrollment by Telephone: With prior written approval by SilverScript, Subagents may accept enrollment requests via an incoming (in-bound) telephone call. The following additional guidelines must be followed for telephone enrollments:
    - Enrollment requests may only be accepted from/during an incoming (or inbound) telephone call from a beneficiary;
    - Individuals must be advised that they are completing an enrollment;
    - Each telephonic enrollment request must be recorded and include statements of the individual's agreement to be recorded, required elements necessary to complete the enrollment, and a verbal attestation of the intent to enroll. All telephonic enrollment recordings must be maintained per CMS requirements for at least 10 years and sent to SilverScript or the appropriate upline entity in a format and timeline agreed to by SilverScript;
    - Collection of financial information is prohibited at any time during the call; and
    - Telephone enrollments may only be performed pursuant to scripts developed for this purpose by SilverScript that contain the required elements for completing an enrollment request and that have been approved by CMS. SilverScript MUST approve and submit to CMS for approval all telephone enrollment scripts, unless otherwise agreed to in writing by the parties.

10. Correction of Information: The agent should make any necessary corrections to the enrollment form (e.g. if digits are transposed in a phone number) and place his/her initials and the date next to the correction. Alternately, rather than initialing the correction, the agent may attach a separate "correction" sheet that the agent signs and dates, or an electronic record of a similar nature, and this should become part of the enrollment record.

11. Determining Enrollment Period and Effective Date: The agent must determine the type of enrollment period that applies to the prospective enrollee (e.g. by the prospective enrollee's date of birth, Medicare card, a letter from SSA, and the date the completed enrollment form is received), and therefore, the effective date of coverage.

There are three valid enrollment periods for which an individual may enroll in a PDP, they are: the Initial Enrollment Period for Part D ("IEP"); the Annual Coordinated Election Period ("AEP"); and Special Enrollment Periods ("SEP").

The IEP is the period during which an individual is first eligible to enroll in a Part D plan. The beneficiary has a 7-month period that begins 3 months before the month an individual meets the eligibility requirements to enroll in a Medicare D Plan and ends 3 months after the month of eligibility. A beneficiary who was eligible for Medicare prior to age 65 (such as for disability or renal failure) has a second IEP for Part D based on attaining age 65.

The AEP occurs October 15 through December 7 of every year. During this timeframe an individual can enroll in or change his/her plan for an effective date of January 1st of the following year. Individuals are limited to one AEP enrollment choice during this timeframe.

The SEP is the period that an individual can enroll based on special circumstances. Examples of an SEP are:

- Change in residence to a different region;
- Involuntary loss of creditable coverage;
- Dual eligibility;
- Other low income subsidies;
- Institutionalization; and
- MA "open enrollment periods."

Unless otherwise required by CMS Guidance, verbal confirmation is acceptable from the beneficiary regarding the conditions that make him or her eligible for the SEP and shall be documented as the SEP reason in the application form and in the portal.

In face-to-face or telephone enrollments, the agent may advise the prospective enrollee of the proposed effective date, but must stress that this is only a proposed effective date, and that the prospective enrollee will hear directly from the plan to confirm the actual effective date of enrollment.

12. Multiple Enrollment Periods: If more than one enrollment period applies, the prospective enrollee must be allowed to choose the enrollment period that applies, and therefore, the effective date of coverage (except that the effective date can never be earlier than the month the prospective enrollee is entitled to Medicare Part A and/or enrollment in Part B).

13. Choosing Enrollment Period: If the prospective enrollee does not choose an effective date when more than one enrollment period applies, the agent must contact the prospective enrollee to obtain his/her preference. If the agent is unsuccessful in obtaining the prospective enrollee's choice, the agent must determine the enrollment period based on the ranking provided by CMS in the Final PDP Guidance on Eligibility, Enrollment and Disenrollment (i.e., first IEP for Part D, then SEP, then AEP).

14. Submitting the hard copy enrollment form: For all enrollments except phone enrollments (see below), Agents MUST send the signed paper copy of the enrollment form directly to SilverScript or to the appropriate upline entity who will then send the copy to SilverScript.

Agents must also give a copy of the enrollment form to the beneficiary that they are enrolling into SilverScript. If an enrollment is performed over the phone, a copy of the phone recording MUST be submitted to SilverScript or the appropriate upline entity.

15. Scope of Appointment: Along with the enrollment application, the agent must submit the Scope of Appointment form to SilverScript or the appropriate upline entity in connection with any face-to-face personal/individual marketing appointment including under the following circumstances:
    - In-home sales appointments or personal/individual appointments with an existing member/client in office, coffee shop or other similar location;
    - For appointments with new members/clients (not existing members/clients); and/or
    - When a plan or agent/broker sells more than one type of product.

16. Commissions: To be eligible for commissions, all enrollments must be performed using SilverScript forms and process and must be done by agents who have competed the background check, are licensed and appointed in the State of enrollment and have passed training and certification. In addition, for face to face enrollments, a paper copy of the enrollment and scope of appointment must also be sent to SilverScript or the appropriate upline entity as described in Section 14 and 15 above.

EXHIBIT 4

Sub-Business Associate Agreement

This Sub-Business Associate Agreement ("Agreement") is effective as of the Effective Date specified below by and between _____ ("Sub-Business Associate") and Ritter Insurance Marketing on behalf of itself and its subsidiaries and affiliates ("Company"). This Agreement is effective as of _____ or the effective date of the Services Agreement if earlier (the "Effective Date").

WHEREAS, Company performs services under a contract with SilverScript Insurance Company and other CVS Caremark affiliates offering Part D Plans (together referred to as "SilverScript"), and in the course of satisfying its obligations will have access to and/or use of protected health information that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

WHEREAS, Company subcontracts a portion of those services to Sub-Business Associate pursuant to one or more service agreements entered into between the parties (collectively "Services Agreement"), in the course of satisfying its obligations, Sub-Business Associate will have access to and/or use of protected health information.

WHEREAS, the parties desire to comply with the governing standards for the privacy and security of protected health information.

NOW, THEREFORE, Company and Sub-Business Associate mutually agree to the terms of this Agreement.

1. Definitions

(a) "Breach" shall have the same meaning as the term "Breach" in 45 CFR 164.402.

(b) "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act") and the federal regulations ("HIPAA Rules") published at 45 CFR parts 160 and 164 and any applicable state privacy and security laws regarding individually identifiable health information.

(c) "Individual" shall have the same meaning as the term "Individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g) or other applicable federal or state law.

(d) "Protected Health Information" shall have the same meaning as such term as defined in 45 CFR 160.103, but limited to information created, accessed or received on behalf of Company.

(e) "Satisfactory Background Screening" shall mean, collectively (1) national federal criminal database check; (2) seven-year county of residence criminal conviction search; and (3) in each of (1) and (2) above, containing no felony or misdemeanor conviction that related to fraud or theft (including but not limited to, shoplifting, larceny, embezzlement, forgery, credit card fraud, or check fraud), the disposition of which is within seven years, as allowed by law

(f) "Secure" shall mean to render unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act.

(g) "Successful Security Incident" shall mean any Security Incident (as defined in 45 CFR 164.304) that results in the unauthorized use, access, disclosure, modification or destruction of electronic Protected Health Information.

All capitalized terms used in this Agreement and not defined elsewhere herein or in the Services Agreement shall have the same meaning as those terms as used or defined in the HIPAA Rules.

2. Obligations of Sub-Business Associate with respect to Use and Disclosure of Protected Health Information

(a) Sub-Business Associate agrees to satisfy and comply with the HIPAA Rules concerning the confidentiality, privacy, and security of Protected Health Information that apply to sub-business associates.

(b) Sub-Business Associate shall not use or disclose Protected Health Information except as permitted or required by section 3 of this Agreement or as Required by Law.

(c) Sub-Business Associate may use and disclose Protected Health Information only if such use or disclosure is in compliance with the applicable requirement of 45 CFR 164.504(e).

(d) Sub-Business Associate agrees to mitigate, at its sole expense: (i) any harmful effect resulting from a Successful Security Incident involving PHI or any use or disclosure of PHI in violation of the requirements of this Agreement, the HIPAA Rules, or other applicable law; and (ii) any risks identified or discovered as a result of a Security Incident that does not result in the unauthorized use, access, disclosure, modification or destruction of electronic Protected Health Information.

(e) Sub-Business Associate agrees to ensure that any agent, including without limitation a Subcontractor, to whom it provides Protected Health Information agrees to the same requirements that apply through this Agreement to Sub-Business Associate with respect to such information and to enter into a Sub-Business Associate Agreement with any such agent that is a Subcontractor. Sub-Business Associate shall be liable to Company for any acts, failures or omissions of the agent or Subcontractor in providing the services as if they were Sub-Business Associate's own acts, failures or omissions, to the extent permitted by law.

(f) Sub-Business Associate agrees that it shall request from Company and disclose to its affiliates, subsidiaries, agents and Subcontractors or other third parties, only a Limited Data Set or, if that is not practicable, only the minimum necessary Protected Health Information to perform or fulfill a specific function required or permitted hereunder.

(g) If Sub-Business Associate conducts, in whole or in part, any Standard Transactions electronically on behalf of Company, Sub-Business Associate shall comply with the applicable requirements of 45 CFR 162 and shall require that any agents or Subcontractors that perform, in whole or in part, such Standard Transactions on its behalf, agree in writing to comply with such requirements. Sub-Business Associate will not enter into any trading partner agreement in connection with the conduct of Standard Transactions on behalf of the Company: (i) that changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data element or segment to the maximum defined data set; (iii) uses any code or data element that is marked or "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification or (iv) changes the meaning or intent of the Standard Transaction's implementation specification.

(h) Sub-Business Associate agrees to report any use or disclosure of Protected Health Information not permitted by this Agreement and any Successful Security Incident (each

a "Potential Breach") to Company and SilverScript immediately, but in no event later than within two (2) business days, after it is discovered (within the meaning of 45 CFR 164.410(a)(2)). Such report shall be made by in writing to Company and via email to SilverScript at privacy.officer@cvscaremark.com. Sub-Business Associate shall provide the information concerning the Potential Breach as required by 45 CFR 164.410(c), and other information reasonably required by Company to determine whether a Breach has occurred, including Sub-Business Associate's own risk assessment to determine whether a Breach has occurred. If such information is not available to Sub-Business Associate at the time the Potential Breach is required to be reported to Company, Sub-Business Associate shall provide such information to Company promptly as it becomes available. Company shall have the sole discretion to determine whether a Breach has occurred. The Sub-Business Associate shall maintain complete records regarding the Potential or actual Breach for the period required by 45 CFR 164.530(j) or such longer period required by state law, and shall make such records available to Company promptly upon request, but in no event later than within forty-eight (48) hours.

(i) Within five (5) business days of receipt of a request from Company, Sub-Business Associate shall provide to Company or, at its direction, to an Individual, Protected Health Information relating to that individual held by Sub-Business Associate or its agents or Subcontractors in a Designated Record Set in accordance with 45 CFR 164.524. In the event any Individual requests access to his or her Protected Health Information directly from Sub-Business Associate, Sub-Business Associate shall, within five (5) business days of receipt of such request, forward the request to Company unless the Privacy Rule requires Sub-Business Associate to receive and respond to such requests directly, in which case Sub-Business Associate shall respond directly as required by and in accordance with 45 CFR 164.524, and shall send a copy of such response to Company.

(j) Within five (5) business days of receipt of a request from Company, Sub-Business Associate agrees to make any requested amendment(s) to Protected Health Information held by it or any agent or Subcontractor in a Designated Record Set in accordance with 45 CFR 164.526. In the event any individual requests an amendment to his or her Protected Health Information directly from Sub-Business Associate, Sub-Business Associate shall within five (5) business days of receipt thereof, forward such request to Company.

(k) Within ten (10) business days after Sub-Business Associate, its agents or Subcontractors makes any disclosure of Protected Health Information for which an accounting may be required under 45 CFR 164.528, Sub-Business Associate agrees to provide in writing to Company and via email to SilverScript at privacy.officer@cvscaremark.com, the information related to such disclosure as would be required to respond to a request by an Individual for an accounting in accordance with 45 CFR 164.528. In the event any Individual requests an accounting of disclosures under 45 CFR 164.528(a) directly from Sub-Business Associate, Sub-Business Associate shall, within ten (10) business days of receipt of such request, forward the request to Company unless the Privacy Rule requires or Company directs that Sub-Business Associate to receive and respond to such requests directly, in which case Sub-Business Associate shall respond directly as required by and in accordance with 45 CFR 164.528, and shall send a copy of such response to Company.

(l) Within five (5) business days of receipt of a request from Company, Sub-Business Associate agrees to comply with any request for confidential communication of, or restriction on the use or disclosure of, Protected Health Information held by it or any agent or Subcontractor as requested by Company and in accordance with 45 CFR 164.522.

(m) Sub-Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the

Secretary of Health and Human Services or her/his designees or other government authorities in a time and manner designated by Company or such governmental authorities, for purposes of determining compliance with the HIPAA Rules. Sub-Business Associate shall provide a copy of such books and records to Company at the same time as these are provided to the Secretary or other government authority.

(n) Sub-Business Associate warrants and represents that Sub-Business Associate has obtained, at Sub-Business Associate's own expense and in a manner compliant with all applicable local, state, federal and international laws, a Satisfactory Background Screening for all of its Workforce members with access to any Protected Health Information ("Sub-Business Associate Personnel"). Sub-Business Associate agrees to update such background screening upon reasonable request by Company, it being agreed that any request based upon the occurrence of any Potential Breach or other illegal activity involving Sub-Business Associate or Sub-Business Associate Personnel, or the reasonable suspicion of illegal activity involving Protected Health Information, or any regulatory requirements requiring such updates, would be deemed reasonable hereunder.

(o) Sub-Business Associate shall maintain documentation of its obligations hereunder to the extent and for the period required by the HIPAA Rules, including 45 CFR 164.530(j).

(p) To the extent that Sub-Business Associate provides services in connection with a "covered account" (as such term is defined in 16 CFR 681.2), it shall develop policies and procedures to detect relevant "red flags" (as such term is defined in 16 CFR 681.2) that may arise in the performance of Sub-Business Associate's activities. Sub-Business Associate agrees to report any red flags to Company and to take appropriate steps to prevent or mitigate identity theft.

(q) Notwithstanding any other provisions of this Agreement, to the extent Company provides prior written permission for the handling of Protected Health Information by Sub-Business Associate or its Subcontractors outside the United States pursuant to Section 7(f) below, Sub-Business Associate agrees to comply with the requirements of the CMS memorandum of July 23, 2007 entitled " Sponsor Activities Performed Outside of the United States (Offshore Subcontracting)" with respect to Protected Health Information of Medicare beneficiaries. The terms specified in the attestation contained in that CMS memorandum are hereby incorporated by reference.

3. Security of Protected Health Information

(a) Sub-Business Associate agrees to implement appropriate administrative, physical, and technical safeguards to prevent the unauthorized use and disclosure of Protected Health Information, and to protect the confidentiality, integrity, and availability of Electronic Protected Health Information, as required by the HIPAA Rules. Without limiting the foregoing, Sub-Business Associate agrees to comply with the requirements of 45 CFR 164.308, 164.310, 164.312, and 164.316, as may be amended and interpreted in guidance from time to time.

(b) Sub-Business Associate agrees, to the extent practicable, to Secure all Protected Health Information at rest, in motion or in use. Without limiting the foregoing, Sub-Business Associate agrees in all cases to Secure all electronic Protected Health Information in motion and all electronic Protected Health Information placed or stored on portable devices, and to dispose of all Protected Health Information in a Secure manner, including the permanent removal of all Protected Health Information from Electronic Media and hard disks, whether on fax, copier, computer, portable device or otherwise, before making such Electronic Media available for re-use.

(c) Sub-Business Associate's security safeguards for Protected Health Information must be evaluated and certified by a person holding a Certified Information Systems Security Professional ("CISSP") certification as meeting health care industry security best practices. Sub-Business Associate will perform periodic reviews of its security safeguards to ensure they are appropriate and operating as intended. At a minimum, all safeguards will be assessed for compliance and re-certified by a CISSP at least once a year.

(d) Documentation of Sub-Business Associate's security assessments, including testing and any remediation efforts and CISSP safeguard certification, must be retained for a period of six (6) years following (i) termination hereof and (ii) destruction or return of Protected Health Information, whichever is last to occur, or such longer period as required by applicable law.

(e) Sub-Business Associate agrees that neither it nor any of its Workforce members will place Protected Health Information on portable computing/storage devices which are not owned by Sub-Business Associate. Sub-Business Associate shall ensure that data files containing Protected Health Information are not saved on public or private computers while accessing corporate e-mail through the Internet.

(f) Sub-Business Associate shall train Workforce members on the responsibilities under this Agreement, including the responsibilities to safeguard and, where appropriate or required, Secure Protected Health Information, and consequences for failing to do so.

(g) As healthcare industry security best practices evolve to satisfy the HIPAA Rules and other applicable security standards, Sub-Business Associate agrees to adjust its safeguards accordingly so that they continue to reflect the then-current industry best practices. To the extent that Sub-Business Associate has access to any part of Company's data systems, Contractor shall comply with Company's information security policies.

4. Permitted Uses and Disclosures of Protected Health Information.

(a) Sub-Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law. Subject to those limitations set forth in this Agreement, Sub-Business Associate may use and disclose Protected Health Information as necessary in order to provide its services as described in the Services Agreement.

(b) Subject to the limitations set forth in this Agreement, Sub-Business Associate may use Protected Health Information if necessary for its proper management and administration or to carry out its legal responsibilities. In addition, Sub-Business Associate may disclose Protected Health Information as necessary for its proper management and administration or to carry out its legal responsibilities provided that:

(i) any such disclosure is Required By Law; or

(ii) (1) Sub-Business Associate obtains reasonable assurances, in the form of a written agreement, from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and (2) the person agrees to immediately notify Sub-Business Associate (which shall immediately notify Company and SilverScript in accordance with Section 2 above) of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

(c) Sub-Business Associate may not de-identify Protected Health Information except as necessary to provide its services as described in the Services Agreement. Sub-Business

Associate is prohibited from using or disclosing such de-identified information for its own purpose without the explicit written permission of Company.

5. Term and Termination.

(a) The term of this Agreement shall continue for so long as the Services Agreement remains in effect, except that (i) Section 5(c) shall survive after the termination of the Services Agreement for as long as Sub-Business Associate retains any Protected Health Information; and (ii) any provision that by its nature survives termination shall so survive including, by way of example and not by way of limitation, Sections 2(d), 2(e), 2(n), 5(c), 6 and 7(e).

(b) Upon Company's determination that Sub-Business Associate has violated or breached a material term of this Agreement, Company shall either: (1) provide an opportunity for Sub-Business Associate to cure the breach or end the violation, and terminate this Agreement and the Services Agreement if Sub-Business Associate does not cure the breach or end the violation within the time specified by Company; or (2) immediately terminate this Agreement and the Services Agreement if it determines that Sub-Business Associate has breached a material term of this Agreement and cure is not possible; or (3) if it determines that neither termination nor cure is feasible, report the violation to the Secretary if required by the HIPAA Rules.

(c) Effect of Termination. (1) Except as provided in paragraph (2) of this subsection *infra*, upon termination of the Services Agreement for any reason, Sub-Business Associate shall, at the election of Company, return to Company or destroy all Protected Health Information in its possession or that of its Subcontractors or agents. Sub-Business Associate and its agents and Subcontractors shall retain no copies of the Protected Health Information. (2) In the event that returning or destroying the Protected Health Information is infeasible, Sub-Business Associate shall provide to Company written notification within ten (10) business days after termination of the Services Agreement of the conditions that make return or destruction infeasible. Upon agreement by Company that return or destruction of the Protected Health Information is infeasible, Sub-Business Associate shall extend the protections of this Agreement to such Protected Health Information, and limit further uses and disclosures of it to those purposes that make the return or destruction infeasible, for so long as Sub-Business Associate or its agents or Subcontractors hold such Protected Health Information.

6. Indemnification and Liability.

(a) Sub-Business Associate will indemnify and hold harmless Company and any of its officers, directors, employees, or agents from and against any claim, cause of action, liability, damage, cost or expense, including reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any breach of the terms of this Agreement, any Breach of Protected Health Information under the control of Sub-Business Associate or its agents or Subcontractors that requires notification under the HIPAA Rules or state law, or any failure to perform its obligations with respect to Protected Health Information by Sub-Business Associate, it officers, employees, agents or any person or entity under Sub-Business Associate's direction or control.

(b) In the event of a Breach of Protected Health Information under the control of Sub-Business Associate or its agents or Subcontractors, Sub-Business Associate agrees to perform any reasonable mitigation or remediation services requested by Company, and Sub-Business Associate agrees to be responsible for costs and expenses including but not limited to: (i) reasonable cost of providing required notice to individuals affected by the Breach of Protected Health Information; (ii) reasonable cost of providing required notice to government agencies, credit bureaus, and/or other required entities; (iii) cost of providing individuals affected

by the Breach of Protected Health Information with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months, except to the extent applicable law specifies a longer period for such credit protection services, in which case such longer period shall then apply; (iv) identity theft insurance; (v) cost of providing reasonable call center support for such affected individuals for a specific period not less than ninety (90) calendar days, except to the extent applicable law specifies a longer period of time for such call center support, in which case such longer period shall then apply; (vi) reasonable fees associated with computer forensics work required for investigation activities related or relevant to the Breach of Protected Health Information; (vii) non-appealable fines or penalties assessed by governments or regulators; (viii) reasonable costs or fees associated with any obligations imposed by applicable Law, including HIPAA, in addition to the costs and fees defined herein; and (ix) any other costs and expenses to undertake any other action both parties agree to be an appropriate response to the circumstances arising out of or in connection with any Breach of Protected Health Information.

7. Miscellaneous

(a) Sub-Business Associate agrees to take such action as Company deems necessary to amend this Agreement from time to time to comply with the requirements of any HIPAA Rules. If Sub-Business Associate disagrees with any such amendment proposed by Company, it shall so notify Company in writing no later than fifteen (15) business days after receipt of Company's notice of the amendment. If the parties are unable to agree on an amendment, Company may, at its option, terminate the Services Agreement.

(b) A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and as of its effective date.

(c) Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.

(d) The terms and conditions of this Agreement shall override and control any conflicting term or condition of the Services Agreement. All non-conflicting terms and conditions of the Services Agreement remain in full force and effect.

(e) The parties agree that the remedies at law for a violation of the terms of this Agreement may be inadequate and that monetary damages resulting from such violation may not be readily measured. Accordingly, in the event of a violation by either party of the terms of this Agreement, the other party shall be entitled to immediate injunctive relief. Nothing herein shall prohibit either party from pursuing any other remedies that may be available to either of them for such violation.

(f) Sub-Business Associate represents that neither it nor its agents or Subcontractors will transfer, access or otherwise handle Protected Health Information outside the United States without the explicit prior written permission of Company. Irrespective of where it performs its services or is domiciled, or any other factors affecting jurisdiction, Sub-Business Associate agrees, and shall require that its agents and contractors agree, to be subject to the laws of the United States, including the jurisdiction of the Secretary and the courts of the United States. Sub-Business Associate further agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the United States in a venue in the State whose law governs the Services Agreement, and Sub-Business Associate waives any available jurisdictional defenses as they pertain to the parties' obligations under this Agreement or applicable law.

(g) During normal business hours, and with reasonable prior notice, Company or its authorized representatives may audit, monitor and inspect Sub-Business Associate's and its

Subcontractors' facilities and equipment and any documents, information or materials in Sub-Business Associate's or its Subcontractors' possession, custody or control; interview Sub-Business Associate's employees, agents, consultants and Subcontractors; and inspect any logs or documentation maintained by Sub-Business Associate to the extent relating in any way to Sub-Business Associate's obligations under this Agreement. An inspection performed pursuant to this Agreement shall not unreasonably interfere with the normal conduct of Sub-Business Associate's business. No such inspection by Company as set forth herein shall relieve Sub-Business Associate of any of its obligations under this Agreement.

(h) Any Protected Health Information provided by Company, its employees, agents, consultants, Subcontractors or business associates to Sub-Business Associate, or created, obtained, procured, used or accessed by Sub-Business Associate in Company's name or on Company's behalf, shall, as between the parties to this Agreement, at all times be and remain the sole property of Company, and Sub-Business Associate shall not have or obtain any rights therein except as stated herein.

(i) Relationship of Parties. It is expressly agreed that Sub-Business Associate, its divisions, and its affiliates, including its employees and Subcontractors, are performing the services under this Agreement as independent contractors for Company. Neither Sub-Business Associate nor of its affiliates, officers, directors, employees or Subcontractors is an employee or agent of Company. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) an agency relationship for purposes of the HITECH Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or agents as of the Effective Date.

SUB-BUSINESS ASSOCIATE	COMPANY on behalf of itself and its affiliates
Signature _____	Signature _____
Typed Name _____	Type Name Craig J Ritter
Title _____	Title President
Date _____	Date _____

Ritter Insurance Marketing LLC.
Agent Compensation Agreement – SilverScript Insurance Company – Level 0 (LOA)

This Compensation Agreement ("Agreement") is for the payment of commissions for SilverScript Insurance Company, hereinafter referred to as ("Insurance Company"). This Agreement is between Ritter Insurance Marketing LLC, hereinafter referred to as ("Ritter") and _____, hereinafter referred to as ("Agent"). Ritter and Agent are referred to herein individually as a Party or party and collectively as the Parties or parties.

WHEREAS, Agent is a licensed insurance agent in the state of applicable state(s);

WHEREAS, Agent is exclusively contracted with or employed by Plan Advisors, hereinafter referred to as "General Agency";

WHEREAS, Agent desires to market Part D Plans offered by Insurance Company within the service area of the insurance company;

WHEREAS, Agent is required by contract or by employment agreement to assign commissions to General Agency;

WHEREAS, Agent's compensation agreement with General Agency conforms to Centers for Medicare & Medicaid Services ("CMS") agent compensation guidelines, including, but not limited to the following:

a. First year commissions for enrollments defined by CMS as "initial" or "not like to like" shall not exceed the following,

	National
MA/MAPD	Up to full current CMS Fair Market Value or carrier rate

b. First year commissions for enrollments defined by CMS as "replacement" or "like to like" shall not exceed the following,

	National
MA/MAPD	Up to 50% of current CMS Fair Market Value or carrier rate

c. First year commissions for enrollments defined by CMS as "initial" or "not like to like" shall equal two times the first year commissions for enrollments defined by CMS as "replacement" or "like to like" and,
d. Renewal commissions shall be paid in an amount up to the "replacement" or "like to like" first year commission established by CMS during the cycle year 2 and beyond.

WHEREAS, Agent is receiving good and valuable consideration in exchange for assigning all interest in commissions to General Agency.

NOW THEREFORE, agent agrees to the following General Conditions:

1. By assigning commission payments from Ritter to General Agency, Agent agrees to all of the "General Conditions" of this contract.

2. Agent agrees to submit a copy of the Scope of Appointment ("SOA") form along with the Enrollment form for all self-generated enrollments. Failure to submit SOA and other required materials will result in loss of commission for that enrollment. Additionally, failure to properly collect and submit a SOA is a violation of the CMS guidelines that may result in disciplinary action up to, and including, termination. As such, Agent agrees to:

   (a) Obtain the SOA for any one-on-one sales meeting in advance, when applicable, in accordance with the applicable Insurance Company and/or CMS guidelines.
   (b) Ensure the SOA, enrollment application, and all such related materials are complete, accurate, and appropriately signed by the eligible Medicare beneficiaries or his/her authorized representative.
   (c) Submit SOAs and enrollment applications to Insurance Company immediately but no later than 24 hours upon completion.

3. Agent agrees to allow Ritter, General Agency and Insurance Company to conduct monitoring activities including Ride Alongs and Secret Shopping activities.

4. Agent agrees to assign any and all commissions related to the enrollment of Eligible Medicare Beneficiaries into Insurance Company Plans to Ritter. Agent agrees to the compensation level in Exhibit A for sales of Insurance Company's Plans. Ritter shall pay commissions to General Agency according to the terms of the Agreement between Ritter and General Agency, however, nothing in this Agreement shall be construed to violate the CMS Marketing Guidelines nor shall this Agreement violate the terms and conditions of the Field Marketing Organization Agreement between Ritter and the Insurance Company. If there is any conflict between this Agreement and the aforementioned, this Agreement shall be amended to adhere to CMS regulations and to the Field Marketing Organization Agreement terms and conditions.

5. Agent agrees that any and all commissions for enrollments generated by agent which have been assigned to Ritter shall be paid to the General Agency who employs or has an exclusive contract with the agent. General Agency shall pay agent in accordance with their contract or employment agreement which is in conformity to CMS agent compensation guidelines. Agent acknowledges that neither Ritter nor Insurance Company is a party to the compensation or employment agreement between Agent and General Agency and therefore has no right or duty to enforce agreements made between Agent and General Agency.

6. Agent agrees to indemnify, defend, and hold Ritter and Insurance Company harmless from and against any and all claims, damages, costs, losses, and expenses, including, without limitation, attorneys' fees and costs of settlement or defense, arising out of or relating to (i) Agent's negligent acts or omissions or misconduct with respect to its obligations under this Agreement or (ii) any dispute between Agent and its General Agency including, but not limited to, payment of commissions.

7. "Initial" First Year Commissions and "Replacement" First year commissions are determined by the Insurance Company in accordance with CMS Marketing Guidelines. Ritter will pay the "Initial" first year commission or "Replacement" first year commission in accordance with the Insurance Company payment. Ritter is not responsible for any dispute involving determining whether a first year commission is "Initial" or "Replacement".

8. The Insurance Company may charge back commissions to Ritter for a variety of reasons including but not limited to: Rapid Disenrollment of the member, Early Termination of the member, Corrections of Commissions paid to Ritter in error, etc. In cases where Insurance Company charges back commissions to Ritter, Ritter will charge back all or a portion of commissions previously paid to General Agency. General Agency will charge back agent according to the terms of their agreement in conformity to CMS rules.

9. If Agent does not promptly repay any debit balances, Ritter may off set such balances against any commissions due the Agent from any contracts with any insurance company.

10. Agent shall not engage in any prohibited marketing activities and all marketing activities shall be conducted in accordance with Medicare Laws and Regulations and will be pre-approved, in writing by Insurance Company. Agent agrees to strictly comply with Insurance Company's policies and procedures and all applicable federal and state laws, rules and regulations (including but not limited to anti-kickback statues, false claims acts and fraud and abuse statutes and/or regulations) relating to promoting the Medicare Products to Eligible Medicare Beneficiaries. Agent will complete the training required by Insurance Company for the promotion and marketing of the Medicare Products and read and understand the Marketing Guidelines (as defined below) and will comply with all policies therein. Agent shall not make representations with respect to the nature or scope of the benefits of enrollment in the Medicare Products except in conformity with the written guidelines and marketing materials furnished by Insurance Company to Ritter and its Agents for that purpose. These written guidelines specifically include, but are not limited to (i) Title 42 of the Code of Federal Regulations Parts 417, 422 and 423 Medicare Program; Revisions to the Medicare Advantage and Prescription Drug Benefit Programs; Final Rule; (ii) CMS' Medicare Marketing Guidelines for Medicare Advantage Plans, Prescription Plans and 1876 Cost Plans and any and all updates, revisions and additional thereto and (iii) such other written guidelines and marketing materials that may be issued by CMS or other applicable regulatory agencies or otherwise be established by Insurance Company and, in the case of those established by Insurance Company, provided to Ritter and Agent directly (collectively, the "Marketing Guidelines"). By entering into this Agreement, Agent is acknowledging he/she has received, read and understands the Marketing Guidelines and will comply with said Marketing Guidelines.

11. At all times that this Agreement is in effect, Agent shall not:

    (a) Bind coverage;
    (b) Accept an applicant into an Insurance Company Plan;
    (c) Misrepresent or omit facts in any application;
    (d) Modify or waive any Insurance Company Plan provisions or any terms regarding enrollment, coverage or benefits;
    (e) Distribute any advertising, circular or promotional literature without prior approval by Insurance Company;
    (f) Represent that Agent has authority on behalf of Insurance Company or has any authority except as explicitly provided in this Agreement;
    (g) Represent or imply that an employer and employee relationship exists between Agent and Insurance Company; or
    (h) Create or disseminate any communication or materials, hard copy or electronic, using the Insurance Company name or logo, trademark, symbol, and service mark except upon prior written agreement and written approval of all such communications or materials by Insurance Company.

    Furthermore, Agent shall not and cannot guarantee an effective date of coverage for an Eligible Medicare Beneficiary and shall only advise Eligible Medicare Beneficiaries that a proposed effective date will be submitted to CMS who will approve the effective date of coverage. Agent agrees to only utilize CMS-approved marketing materials that are obtained directly from Insurance Company, which Agent is not permitted to change or modify in any manner whatsoever.

12. Agent shall deliver and explain to Eligible Medicare Beneficiaries the initial administrative forms, such as billing and enrollment materials as approved in advance by Insurance Company. Agent shall ensure Eligible Medicare Beneficiaries sign forms and Agent returns complete and accurate forms in a timely manner in accordance with Insurance Company procedures and CMS' requirements. Agent shall comply with all Insurance Company and CMS requirements regarding the timely submission of enrollment materials and all such related materials and shall submit all enrollment forms and, if applicable, scope of appointment forms, set forth in Section #2 above.

13. Agents shall maintain adequate books and records and comply with all other requirements set forth in Exhibit B, as attached hereto. Insurance Company, during regular business hours and upon reasonable notice or demand, shall have access to and the right to audit all information and records related to services rendered by Agent pursuant to this Agreement. This right shall survive the termination of this Agreement and shall continue so long as Agent has a legal obligation to maintain such records.

14. Agent acknowledges that pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the United States Department of Health and Human Services has promulgated regulations relating to the privacy of individually identifiable health information, protected health information ("PHI") and the security of such information when transmitted by electronic means and further that such regulations may require that contracts contemplating the collection of individually identifiable health information and/or the transmission of such information electronically include certain provisions.

    Agent, its sub-agents and employees (collectively, "Subcontractor") acknowledge that as a result of its relationship with Ritter and Insurance Company, it may create, have access to or receive confidential PHI including, but not limited to, social security numbers, medical records and other individual member identifying information. Subcontractor agrees to comply with the terms included in the HIPAA Subcontractor Business Associate Addendum set forth in Exhibit C and requirements included in this Section 14 listed below:

    (a) Will not use or further disclose PHI other than as permitted or required by law;
    (b) Will use or disclose PHI to perform functions, activities, or services for, or on behalf of, Ritter and/or Insurance Company, provided that such use or disclosure would not violate the minimum necessary and/or Limited Data Set requirements of HIPAA or the minimum necessary policies and procedures of Insurance Company;
    (c) Will protect and safeguard from any oral and written disclosures of all confidential information, both medical and financial, regardless of how such information is stored, with which it may come into contact;
    (d) Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law;
    (e) Will document such disclosures of PHI and information related to such disclosures as would be required for Ritter or Insurance 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 and will shall make such documentation available to upon request;

(f) Will agree to comply with the determination of a request for restriction to the Use or Disclosure of Protected Health Information and/or determination of a request for alternative methods of confidential communication pursuant to 45 C.F.R § 164.522 at the request of Ritter or Insurance Company, and in the time and manner mutually agreed to by the parties, but no later than ten (10) business days. If Subcontractor receives a request for restriction to the Use or Disclosure of Protected Health Information and/or request for alternative methods of confidential communication directly from an Individual, Subcontractor shall forward such request to Ritter within five (5) business days;
(g) Will ensure that all of its subcontractors, subagents and employees, which may have contact with PHI, agree to all of the same restrictions and conditions to which Subcontractor is bound;
(h) Will report to Ritter and Insurance Company any unauthorized use or disclosure of PHI immediately upon becoming aware of it; and
(i) Will comply with all applicable laws and regulations specifically including the privacy and security standards of HIPAA (45 C.F.R. Parts 160-164), Title V of the Gramm-Leach-Bliley Act (15 U.S.C.§ 6801 et seq.), applicable provisions of the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), and any applicable state legislation and regulations, as amended from time to time.

Agent further agrees to cooperate and successfully complete any required HIPAA training requested and offered by Insurance Company or its designated vendor.

15. Agent acknowledges and agrees to cooperate with Insurance Company on the submission of all licensure and background information in a timely and accurate manner. This includes but is not limited to the submission of all information by agent via a web based implementation and monitoring tool. Agent further agrees to comply and cooperate with Insurance Company in the timely investigation and response to any complaints received by Ritter, Insurance Company or CMS from any Medicare beneficiary, enrollee or prospective enrollee.

    Agent authorizes Insurance Company, in its sole discretion, to (a) conduct an investigation relating to Agent's background and qualifications including but not limited to, reviewing criminal, education, and state insurance records; and (b) monitor Agent's performance through (i) outbound verification calls, (ii) examination of Agent's rapid disenrollment and cancellation frequencies, and (iii) any other lawful means chosen by Insurance Company.

    Agent further agrees to notify Ritter immediately but no later than three (3) days of any and all actions regarding Agent's non-compliance with any of the policies and procedures of Insurance Company, and/or non-compliance with Medicare Marketing Guidelines, and/or non-compliance with the applicable laws.

16. Term of Agreement. The term of this Agreement shall begin on the date first written above (the "Effective Date") and shall continue until terminated in accordance with the provision of Section 16.

    16.1 Termination without Cause. This Agreement may be terminated without cause by either Ritter or Agent upon sixty (60) days prior written notice or such minimum number of days as required by applicable law, but in no event less than one hundred twenty (120) days prior to the date the Annual Open Enrollment ("AEP") begins as determined by CMS. Termination received by Ritter during AEP shall be postponed until January 1st of the following year. Upon termination of this Agreement without cause, any compensation due to Agent as set forth in this Agreement in effect as of the effective termination date of this Agreement (subject to the conditions specified in Section 16.3) shall be vested in Agent and payable to Agent by Ritter regardless of whether this Agreement is still in force at the time such compensation becomes due for as long as each such applicable Eligible Medicare Beneficiary remains enrolled in the product with Insurance Company, commissions continue to be paid by Insurance Company, and Agent remains licensed and appointed in good standing with Insurance Company.

    16.2 Termination with Cause. This Agreement may be terminated immediately upon the occurrence of any of the following:

        (a) Such termination is required by state or federal law or regulation, or by an order of any state or federal agency or court with authority to issue such an order;
        (b) The failure of Agent to comply with (i) the policies, procedures, rules and regulations of Insurance Company, (ii) the Marketing Guidelines, (iii) the Medicare Laws and Regulations or (iv) the laws or regulations of the states in which Agent is licensed to conduct business or any federal or state regulatory authority having jurisdiction over the Parties;
        (c) The failure of Agent to perform any material obligations imposed upon Agent under the terms and

conditions of this Agreement;

(d) The conviction of Agent or any of its principals, shareholders, directors or officers of a felony crime or any other crime involving moral turpitude;
(e) The exclusion of Agent or any of its principals, directors or officers from participation in Medicare, Medicaid or any federal health care program;
(f) The failure of Agent to provide Insurance Company with certificates of insurance and to maintain the insurance coverages as required by Insurance Company; or
(g) The promotion and marketing of the products by Agent or any of its principals, shareholders, directors or officers or any representative when a suspension is in effect.

16.3 Vesting of Commission Following Termination. Commissions are vested with the General Agency subject to the following terms:

(a) Agent remains in "Good Standing" with Insurance Company according to CMS Marketing Guidelines and Insurance Company continues to pay commission to Ritter for agent business. "Good Standing" shall mean licensed and appointed to sell in the appropriate state(s), annually trained and tested with passing score. To guarantee staying AOR for a given calendar year, Agent must be in "Good Standing" with Insurance Company no later than December 7th of the previous calendar year.
(b) Full Year Commissions earned by Agent total at least $250 in the prior Calendar Year.
(c) Agent is not terminated for cause as specifies in Section 16.2.
(d) Omitted.
(e) Omitted.
(f) Ritter reserves the right to pass through any and all applicable financial penalties assessed by Insurance Company when Agent fails comply with any provision of this Agreement.

Further, Agent authorizes General Agent to act as "Broker of Record" for all enrollments generated by Agent while this agreement is in force.

17. Agent conduct. Agent agrees to disclose to any prospective Eligible Medicare Beneficiary prior to or at time of enrollment that the Agent is compensated based on the prospective Eligible Medicare Beneficiary's enrollment in a plan.

Agent further agrees to not engage in the following prohibited sales practices:

(a) Making unsolicited home visits;
(b) Soliciting Beneficiaries door-to-door prior to receiving an invitation from the Eligible Medicare Beneficiary;
(c) Placing outbound calls to prospective or former members, unless the Eligible Medicare Beneficiary requested the call and their solicitation for information is documented;
(d) Sending unsolicited emails to a Eligible Medicare Beneficiary unless the Eligible Medicare Beneficiary agrees to receive emails and has provided his/her address to the Agent;
(e) Misrepresenting, intimidating, or using high-pressure sales tactics. If Eligible Medicare Beneficiary says he or she is not interested, the conversation must end;
(f) Offering Eligible Medicare Beneficiaries a cash payment as an inducement to enroll in a Medicare Advantage Part C or Medicare Advantage Prescription Drug (Part D) plan;
(g) Stating that the Agent works for or is contracted with the Social Security Administration (SSA) or the Centers for Medicare & Medicaid Services (CMS);
(h) Misrepresenting a product being marketed as an approved Medicare Advantage Prescription (Part D) plan when it is actually a Medigap policy or non-Medicare drug plan;
(i) Using an unapproved presentation or material. Agent shall use only those subscription forms, insurance applications, printed materials, and any other sales or marketing materials as are provided by Insurance Company, except as Insurance Company may otherwise approve in writing;
(j) Marketing or enrolling other health care lines of business. Additional products that were not identified, agreed upon, and documented in the Scope of Appointment cannot be discussed unless the Eligible Medicare Beneficiary requests this information. A separate Scope of Appointment is required to discuss additional products;
(k) Requesting Eligible Medicare Beneficiary identification information such as bank account number, credit card number;
(l) Conducting outbound telephone enrollment, which also includes transferring outbound calls to inbound lines for telephone enrollment;
(m) Engaging in forgery, including manually assisting Eligible Medicare Beneficiary with the signing of the enrollment application;

(n) Engaging in unauthorized language interpretation;
(o) Disseminating inaccurate or false enrollment materials;
(p) Enrolling Eligible Medicare Beneficiary(s) at educational events, or in healthcare settings (waiting rooms, exam rooms, hospital patient rooms, dialysis center, etc.);
(q) Scheduling unauthorized group presentations. Agent must obtain approval from Insurance Company prior to organizing or advertising a group presentation (30) days in advance; and
(r) Engaging in any other conduct that CMS prohibits in the future, or which Ritter deems prohibited in the future, based on interpretation of current or new CMS guidance.

18. Each Party agrees to indemnify and hold the other party harmless from and against any and all claims, demands or causes of action whatsoever to the extent resulting from or arising out of any act, error or omission on the part of the indemnifying party's officers, agents, representatives or employees in breach of this Agreement. Agent agrees to indemnify and hold harmless Insurance Company from any claim, suit, cost or expense, of any kind, including but not limited to the costs of defense incurred by Insurance Company as a result of any actions or omissions by Ritter or Agent in connection with its performance of the terms and conditions of any compensation agreement among and between Ritter and/or Agent, including but not limited to (i) breach of Ritter obligations under the applicable compensation agreement, and/or (ii) allegations, judgments, findings or determinations that Insurance Company is vicariously liable for such actions or omissions by Ritter and/or Agent, (iii) allegations, judgments, findings or determinations that Insurance Company is liable, directly or vicariously, for failure to oversee Ritter's and/or Agent's compliance with the terms, conditions and obligations under the applicable compensation agreement or the law, (iv) allegations that Ritter has not paid any commissions or other amounts due or allegedly due, and/or (v) allegations that Insurance Company is responsible for any commission payments or other payments to any third parties under any applicable compensation agreement.

19. Insurance Company is required to comply with the provisions of the Violent Crime Control and Law Enforcement Act of 1994 ("VCCA"), 18 U.S.C. §§ 1033 et seq., and the related state Insurance Department guidelines. The VCCA prohibits companies and individuals from engaging in the business of insurance if the company or individual has ever (1) pled guilty to, (2) pled no contest to, or (3) been convicted of (a) any criminal felony involving dishonesty or a breach of trust, or (b) of an offense defined within the VCCA, unless that company or individual has obtained written consent from the appropriate state insurance department. Agents are "engaged in the business of insurance" for purposes of the VCCA. Agent certifies that he/she and each of the employees, agents, and/or other representative of Agent who perform work or services described in this Agreement has not (1) pled guilty to, (2) pled no contest to, or (3) been convicted of (a) any criminal felony involving dishonesty or a breach of trust, or (b) of an offense defined within the VCCA. Agent understands that if Agent learns that any person who is performing work or services on behalf of Agent as described in this Agreement may not be in compliance with the VCCA, Agent is obligated to immediately notify Ritter, in writing, of this information and remove the subject person from performing the work or services under this Agreement.

20. Training. Agent agrees to provide and document Compliance / Fraud, Waste and Abuse (FWA) training for all non-agent employees, management, temporary workers or subcontractors, if applicable. Agent agrees to utilize the training content located on the CMS Medicare Learning Network (MLN) to satisfy the general compliance and FWA training requirements. CMS' trainings are titled – "Medicare Parts C and D General Compliance Training" and "Combating Medicare Parts C and D FWA Training". If applicable, such training must be provided within 90-days of hiring and annually after. Documentation on completion of training (i.e., training certificate) must be retained in accordance with the CMS record retention guidelines as defined in Exhibit B Medicare Administrative Addendum.

21. Excluded Persons. Agent agrees to review the DHHS OIG List of Excluded Individual and Entities (LEIE List) and the GSA Excluded Parties Lists System (EPLS) for all non-agent employees, management, temporary workers or subcontractors, if applicable. These databases must be checked prior to hiring and during the term thereafter not less than monthly. Agent agrees to document the date of the review and retain all such document in accordance with the CMS record retention guidelines as defined in Exhibit B Medicare Administrative Addendum.

22. Amendment.

    (a) Unilateral Amendments. Any amendment to this Agreement proposed by Ritter**,** shall be effective thirty (30) days after Ritter has given written notice to Agent of the amendment, and Agent has failed, within fifteen (15) days of Agent receiving written notice, to notify Ritter in writing of Agent's rejection of the requested amendment.

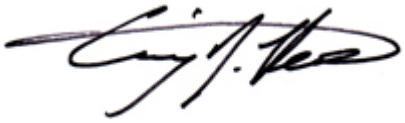
    (b) Amendments to Comply with Laws and Regulations. Amendments required because of legislative, regulatory or legal requirements do not require the consent of Agent or Ritter and will be effective immediately on the effective date thereof.

(c) Prior Agreements. Agent and Ritter agree that this Agreement, including all exhibits, appendices and addenda attached hereto or incorporated into this Agreement by reference, constitutes the entire agreement between Ritter and Agent and will, upon execution by the Parties, supersede any prior agreement, oral or written, between the Parties concerning the subject matter of this Agreement. If any such agreements are in existence, they are, upon execution of this Agreement by the Parties, hereby cancelled, except with respect to any compensation or commission payable thereunder, which compensation or commission shall continue to be paid in accordance with the terms thereof.

23. Choice of Law, Forum. This Agreement shall be governed by the law of the Commonwealth of Pennsylvania, without reference to or use of any conflicts of laws provisions. The Parties hereto agree that with respect to any disputes, actions, suits or proceedings arising in connection with this Agreement, venue will be in the State of Commonwealth of Pennsylvania and in such event, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Dauphin County, Pennsylvania.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be signed by their duly authorized representatives as of the Effective Date.

Ritter Insurance Marketing, LLC



By:_____

Name: Craig J. Ritter

Title: President

Date:_____

_____

By:_____

Name:_____

Title:_____

Date:_____

Exhibit A

2018 - COMMISSION SCHEDULE

For "Non-Like Plan" ALL Part D Plans – Initial (From Medicare Advantage or New to Medicare, determined by CMS). First payment will be made at the Replacement level until Insurance Company is notified by CMS to release the initial compensation and Insurance Company pays this to Ritter. (All States)

Level	Title	2018 PDP Year 1	Renewal Years 2+ *
0	LOA	$ 72.00	$ 36.00

For "Like Plan" Replacement Commissions (Part D Plan replacing Part D Plan, as defined by CMS) (All States)

Level	Title	2018 PDP Renewal Year 1	Renewal Years 2+ *
0	LOA	$ 36.00	$ 36.00

* Current Fair Market Value (FMV) established by CMS during compensation cycle year 2 and beyond. Renewal compensation may be paid up to fifty (50) percent of the Current FMV, published by CMS annually.

Exhibit B

MEDICARE ADMINISTRATIVE SERVICES ADDENDUM

WHEREAS the parties adopt this Medicare Administrative Services Addendum ("Medicare Addendum") to the Agreement to comply with the requirements of the Medicare regulations at 42 C.F.R. Parts 422 ("Part C") and 423 ("Part D"), to the extent that Agent performs Medicare administrative services on behalf a Medicare Advantage Plan or a Prescription Drug Plan **("Plan")**.

Delegated Activities. Plan delegates to Agent and Agent shall provide Medicare administrative services, as listed in the Agreement. Agent acknowledges and agrees that Plan may only delegate activities or functions to Agent in a manner consistent with the requirements set forth as applicable in 42 C.F.R. §§ 422.504(i)(4) and 423.505(i)(4); 42 C.F.R. §§ 422.504(i)(3)(ii), 423.505(i)(3)(ii). Agent agrees that (i) the performance of the Delegated Activities and responsibilities thereof shall be subject to monitoring on an ongoing basis by Insurance Company; and (ii) in the event that Insurance Company or CMS determine that Agent has not satisfactorily performed any Delegated Activity or responsibility thereof in accordance with the CMS Contract, applicable laws and regulations and CMS instructions, then Insurance Company shall have the right, at any time, to revoke the Delegated Activities by terminating the Agreement in whole or in part, and shall have the right to institute corrective action plans or seek other remedies or curative measures as contemplated by the Agreement. Agent shall not further delegate any activities or requirements without prior written consent of Insurance Company.

1. **Consistency with CMS Contract.** Agent shall perform the services in a manner that complies with and is consistent with Plan's contractual obligations relating to performance of Medicare administrative services. 42 C.F.R. §§ 422.504(i)(3)(iii), 423.505(i)(3)(iii).

2. **Accountability**. Agent acknowledges and agrees that the Plan is required to monitor the performance of Agent on an ongoing basis and that the Plan maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of the CMS Contract. 42 C.F.R. §§ 422.504(i)(1), 422.504(i)(4)(iii), 423.505(i)(4)(iii), 423.505(i)(1).

3. **Laws, Regulations and CMS Requirements**. Agent represents and agrees that, throughout the term of the Agreement, Agent shall comply with the following Laws and requirements, in each case to the extent applicable to Agent's performance of the Services: (i) all applicable Medicare statutes and regulations and CMS guidance, instructions and requirements; (ii) HIPAA and the HITECH Act, to the extent provided in the HIPAA Addendum attached to the Agreement; (iii) all other applicable Federal Laws. 42 C.F.R. §§ 422.504(i)(4)(v), 423.505(i)(4)(iv).

   (a) Fraud and Abuse. Agent shall comply with Federal Laws designed to prevent fraud, waste, and abuse, including applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. § 3729 et seq.), and the Anti-Kickback statute (42 U.S.C. § 1320a-7b(b)). 42 C.F.R. §§ 422.504(h)(1), 423.505(h)(1).

   (b) Excluded Persons. Agent represents as of the effective date of the Agreement that neither it, nor any of its employees, members of its board of directors, officers, or Medicare subcontractors have been excluded from participation in the Medicare program or any other Federal Health Care Program or criminally convicted or has a civil judgment entered against it for fraudulent activities.

   Agent shall contractually require its Medicare subcontractors to ensure that their employees are not excluded from participation in the Medicare program or any other Federal Health Care Program.

   Agent must check appropriate databases to determine whether any of its employees, members of its board of directors, or officers or Medicare subcontractors has been excluded from participation in the Medicare program or any other Federal Health Care Program. These databases must be checked during the Term not less than monthly. Agent shall also check appropriate databases prior to when any of its employee, members of its board of directors, or officers commence their employment, directorship or ownership of Agent. Databases include the General Services Administration's Excluded Parties List System and the OIG Exclusion List. Agent shall notify Plan immediately in writing if Agent determines that any of its employees, members of its board of directors, or officers are suspended or excluded from the Medicare program or any other Federal Health Care Program or if criminally convicted or has a civil judgment entered against it for fraudulent activities.

   Agent shall notify Ritter immediately in writing if Agent determines that any of its employees, temporary employees, volunteers, consultants and members of its board of directors, officers or Medicare subcontractors

are suspended or excluded from the Medicare program or any other Federal Health Care Program. Agent agrees that it is subject to 45 C.F.R. Part 76 and shall require its employees, members of its board of directors, or officers to agree that they are subject to 45 C.F.R. Part 76. 42 C.F.R. §§ 422.752(a)(8), 423.752(a)(6).

Agent shall comply with all applicable provisions of Insurance Company's Corporate Compliance Program and Standards of Business Conduct.

(c) Compliance with Insurance Company's Obligations, Policies and Procedures. Agent agrees to comply with the Insurance Company policies and procedures applicable to its Products, to the extent applicable to the Services Agent is providing under the Agreement.

4. Confidentiality and Accuracy of Records. Agent agrees to abide by all Federal and state Laws regarding confidentiality and disclosure and shall treat all enrollees' health and enrollment information, including any medical records or mental health records as confidential in accordance with the provisions of the Agreement, and comply with all applicable Laws regarding the confidentiality and disclosure of such health and enrollment information. Agent shall maintain such health and enrollment information in an accurate and timely manner and ensure timely access to such records and information by enrollees, all as set forth in the Agreement. 42 C.F.R. §§ 422.118, 422.504(a)(13), 423.136, 423.505(b)(14).

5. Inspection and Audit. Agent shall permit CMS, HHS, the Comptroller General, or their designees, to inspect, evaluate, and audit any of Agent's books, contracts, medical records, patient care documentation, documents, papers, and other records pertaining to any services provided under the Agreement. This right to inspect, evaluate, and audit shall extend ten (10) years from the expiration or termination of the Agreement or completion of final audit, whichever is later, unless otherwise required by applicable Law. 42 CFR §§ 422.504(i)(2)(i) 423.505(i)(2) 423,505(e)(2)

6. Contracts with Downstream Entities. The following provisions also apply to Agent's delivery of the services:

(a) Agent shall contractually obligate any providers, contractors and subcontractors Agent utilizes in the delivery of the services to comply with all applicable Laws, for which Agent has a compliance obligation under this Medicare Addendum. 42 C.F.R. §§ 422.504(i)(4)(v), 423.505(i)(4)(iv).

(b) Agent shall not hold enrollees liable for any amounts that are the legal obligation of the Plan. 42 C.F.R. §§ 422.504(i)(3)(i), 423.505(i)(3)(i).

(c) Agent shall contractually obligate any providers, contractors, and subcontractors Agent utilizes in the delivery of the services to comply with the same conditions and restrictions that are applicable to Agent under this Medicare Addendum. 42 C.F.R. §§ 422.504(i)(3)(iii), 423.505(i)(3)(iii).

(d) Agent shall not subcontract for Part C and/or Part D activities outside the jurisdiction of the United States ("offshore subcontractor"), without Plan's prior written approval. In the event that Agent intends to contract for any Medicare Part C and/or Part D activities with an offshore subcontractor that relates to Member PHI, Agent must obtain the prior written approval of the Plan. Failure to do so may result in the immediate termination of the Agreement.

7. Training. Agent shall ensure that its employees, downstream and related entities conduct compliance and fraud, waste and abuse training ("**FWA**"). Such training and education must occur at a minimum annually and must be made a part of the orientation for a new employee, within 90-days of hiring, and new appointment to a chief executive, manager, or governing body member. 42 C.F.R. §§ 422.503(b)(4)(vi)(C),423.504(b)(4)(vi)(C).

Agents who have met the FWA certification requirements through enrollment into the Medicare program are deemed to have met the training and educational requirements for fraud, waste, and abuse.

8. Termination of Agreement for Breach. Agent acknowledges and agrees that a breach of this Medicare Addendum shall be considered a breach of the Agreement. For purposes of the Medicare Addendum, a determination by CMS or Plan that Agent has not satisfactorily performed its delegated obligations under the Agreement constitutes a breach. 42 C.F.R. §§ 422.504(i)(4)(ii), 423.505(i)(4)(ii).

9. Additional Contract Terms Required by CMS. This Medicare Addendum shall automatically amend to include terms and conditions necessary to address additional contract terms required by CMS. 42 C.F.R. §§ 422.504(j), 423.505(j).

Exhibit C

Ritter Insurance Marketing LLC.
HIPAA Subcontractor Business Associate Addendum

This Subcontractor Business Associate Addendum ("SubBAA ") adds to and is made a part of the Ritter Agent Compensation Agreement ("Agreement") by and between Ritter Insurance Marketing, LLC., hereinafter referred to as "Business Associate" and Agent (hereinafter referred to as "Subcontractor"). This SubBAA is an integral part of the Agreement as if fully set forth therein (each a "Party" and collectively the "Parties").

Business Associate performs services under contracts with certain covered entities (each such covered entity a "Covered Entity" and collectively "Covered Entities") offering Medicare Advantage and Part D Plans, and in the course of satisfying its obligations will have access to and/or use of Protected Health Information that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

Business Associate has agreed to provide such services in compliance with privacy, information security, and breach notification regulations, including the regulations contained in 45 C.F.R. Parts 160 and 164, promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and the HITECH Act, and as otherwise amended from time to time ("HIPAA Rules").

Under the HIPAA Rules and the agreement referenced in the paragraph directly above, Business Associate is required to obtain contractual assurances from its subcontractors to the extent that they receive or obtain PHI in the course of providing services to Business Associate that they will safeguard the PHI in accordance with applicable requirements under the HIPAA Rules.

The Parties agree that Subcontractor may have access to Protected Health Information ("PHI") (as defined below) in order to perform Subcontractor's obligations and services to Business Associate. Both Parties also desire to comply with the HIPAA Rules and GLB Rules that are applicable to Subcontractor's relationship with Business Associate.

1. **Definitions.** For purposes of this SubBAA, the terms below shall have the meanings given to them in this Section.

(a) **Breach** shall mean the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 C.F.R. §164.402.

(b) **Breach Notification Rule** shall mean that portion of the HIPAA Rules set forth at 45 C.F.R. Part 160 and in Subparts A and D of 45 C.F.R. Part 164.

(c) **Covered Entity** shall mean covered entities that meet the definition given to that term in 45 C.F.R. § 160.103, and as described in the second paragraph of this SubBAA.

(d) **Data Aggregation** shall mean, with respect to PHI created or received by Subcontractor in its capacity as the subcontractor of Business Associate, the combining of such PHI by Subcontractor with the PHI received by Subcontractor in its capacity as a subcontractor of another business associate or business associate of another covered entity, to permit data analyses that relate to the Health Care Operations (defined below) of the respective Covered Entities. The meaning of "data aggregation" in this SubBAA shall be consistent with the meaning given to that term in the HIPAA Rules.

(e) **Designated Record Set** shall mean a group of Records maintained by or for a Covered Entity that: (a) consists of medical records and billing records about individuals maintained by or for the Covered Entity; (b) consists of the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) consists of Records used, in whole or part, by or for the Covered Entity to make decisions about individual patients. As used herein, the term "Record" shall mean any item, collection or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for a provider. The term "designated record set", however, shall not include any information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding, including but not limited to, any information subject to the attorney-client privilege, trial preparation immunity, attorney work product, peer review privilege or other privilege under applicable law, nor shall it include any information that constitutes "psychotherapy notes" as defined in 45 C.F.R. § 164.501.

(f) **De-Identify** shall mean to alter the PHI such that the resulting information meets the requirements described in 45 C.F.R. § 164.514(a) and (b).

(g) **Effective Date** shall mean the date first written above.

(h) **Electronic PHI** shall mean any PHI maintained in or transmitted by "electronic media" as defined in 45 C.F.R. § 160.103.

(i) **GLB Rules** shall mean the requirements of all insurance commissioner regulations implementing Title V of the Gramm-Leach-Bliley Act (15 USC § 6801 et seq.).

(j) **Health Care Operations** shall have the meaning given to that term at 45 C.F.R. § 164.501.

(k) **HHS** shall mean the U.S. Department of Health and Human Services.

(l) **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

(m) **Privacy Rule** shall mean that portion of the HIPAA Rules set forth in 45 C.F.R. Part 160 and in Subparts A and E of 45 C.F.R. Part 164.

(n) **Protected Health Information** or **PHI** shall mean information transmitted or maintained in any form or medium, received by Subcontractor from, or created by Subcontractor on behalf of, Business Associate or any of Business Associate's Covered Entity clients, including demographic information collected from an individual, that

(i) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
(ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care 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.

The meaning of "protected health information" or "PHI" in this SubBAA shall be consistent with the meaning given to that term in the HIPAA Rules.

(o) **Security Incident** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. This term shall not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Subcontractor. The term shall be limited to such incidents involving PHI or information systems containing electronic PHI.

(p) **Security Rule** shall mean that portion of the HIPAA Rules set forth in 45 C.F.R. Part 160 and in Subparts A and C of 45 C.F.R. Part 164.

(q) **Unsecured PHI** shall mean PHI that is not secured in accordance with standards promulgated by the Secretary of HHS in guidance issued by HHS or Office of Civil Rights (OCR) under Section 13402(h)(2) of the HITECH Act and as defined in 45 C.F.R. §164.402.

2. <u>Use and Disclosure of PHI</u>.

(a) Except as otherwise provided in this SubBAA, Subcontractor may use or disclose PHI only as reasonably necessary to provide the services described in the Agreement or other activities of Subcontractor permitted or required of Subcontractor by this SubBAA or as required by law.

(b) Except as otherwise limited by this SubBAA, Business Associate authorizes Subcontractor to use and disclose PHI in its possession for the proper management and administration of Subcontractor's business and to carry out its legal responsibilities. Subcontractor may disclose PHI for such purposes, provided that (i) such disclosures are required by law; or (ii) Subcontractor obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from such third party that the PHI will be held confidential as provided under this SubBAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to such third party; and (b) an agreement from such third party to notify Subcontractor immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of such breach.

(c) Business Associate does not authorize Subcontractor to provide Data Aggregation services with respect to the PHI or to De-Identify the PHI.

(d) Subcontractor shall not transfer PHI outside the United States without the prior written consent of Business Associate. In this context, a "transfer" outside the United States occurs if Subcontractor's workforce members, agents, or subcontractors physically located outside the fifty United States and United States territories (American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands) are able to access, use, or disclose PHI which was received from or on behalf of Business Associate.

(e) Subcontractor shall not use or disclose PHI in a manner other than as provided in this SubBAA, as permitted under the HIPAA Rules, or as required by law. Except as permitted under paragraphs (a-b) of this section, Subcontractor will not use or disclose PHI in any manner that would violate applicable laws or regulations, including, without limitation, the HIPAA Rules, if done by Business Associate or Business Associate's Covered Entity clients. Subcontractor shall use or disclose only the minimum necessary amount of PHI for each use or disclosure it makes of PHI in accordance with the provisions of Section 13405(b) of the HITECH Act and any implementing regulations.

(f) Upon request, Subcontractor shall make available to Business Associate any of Business Associate's PHI that Subcontractor, or any of its subcontractors or agents, have in their possession.

3. **Safeguards Against Misuse of PHI.** Subcontractor shall use appropriate safeguards, and comply with the applicable provisions of the Security Rule with respect to the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Business Associate or its Covered Entity clients, to prevent the use or disclosure of PHI other than as provided by the Agreement or this SubBAA. Subcontractor agrees to take reasonable steps to ensure that the actions or omissions of its employees or agents do not cause Subcontractor to breach the terms of this SubBAA.

4. **Reporting Impermissible Disclosures of PHI and Security Incidents.** Subcontractor shall report to Business Associate in writing (1) any use or disclosure of PHI not provided for by this SubBAA of which it becomes aware, or (2) any Security Incident affecting Electronic PHI that it creates, receives, maintains, or transmits on behalf of Business Associate or its Covered Entity clients of which it becomes aware. Subcontractor agrees to report any such unauthorized use or disclosure or Security Incident promptly and in no case later than three (3) business days of becoming aware of its occurrence.

5. **Reporting Breaches of PHI**. Subcontractor shall notify Business Associate in writing promptly upon the discovery of any Breach of Unsecured PHI in the manner prescribed in 45 C.F.R. §164.410, but in no case later than two (2) business days after discovery. Subcontractor shall provide information regarding such Breach (including, to the extent possible, identification of each individual whose Unsecured PHI has been or is reasonably believed by Subcontractor to have been accessed, acquired, used, or disclosed during the Breach). Thereafter, the information shall be timely supplemented with additional information as may be obtained by Subcontractor. Subcontractor shall reimburse Business Associate for any and all costs and expenses incurred by Business Associate as a result of any such Breach caused by Subcontractor or any of its agents or subcontractors.

6. **Mitigation of Disclosures of PHI; Indemnification.** Subcontractor shall mitigate, to the extent practicable, any harmful effect that is known to Subcontractor of any use or disclosure of PHI by Subcontractor or its agents or subcontractors in violation of the requirements of this SubBAA, or of any Security Incident. Additionally, Subcontractor shall indemnify, defend and hold Covered Entity and its affiliates, officers, directors, agents and employees harmless from and against any and all losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, and reasonable attorneys' fees actually incurred) arising from or related to: (i) the use or disclosure of PHI in violation of the terms of the Agreement; (ii) a Security Incident; (iii) a Breach of Unsecured PHI; or (iv) a "breach" as defined by applicable state law regarding a Covered Entity applicant's

or insured's information.

7. **Agreements with Agents or Subcontractors.** In accordance with 45 C.F.R. §§ 164.502(e)(1)(i) and 164.308(b)(2), Subcontractor shall ensure that any agent or subcontractor that has access to, or to which Subcontractor provides PHI (a) agrees in writing to the same restrictions, conditions, and requirements concerning the uses and disclosures of PHI as apply to Business Associate with respect to PHI and as contained herein; and (b) agrees in writing to comply with the applicable provisions of the Security Rule with respect to any Electronic PHI that it creates, receives, maintains, or transmits on behalf of Business Associate or Covered Entity.

8. **Access to PHI by Individuals.**

(a) Upon request, Subcontractor agrees to furnish Business Associate with copies of the PHI maintained by Subcontractor in a Designated Record Set in the time and manner designated by Business Associate.

(b) In the event any individual or personal representative requests access to the individual's PHI directly from Subcontractor, Subcontractor shall forward that request to Business Associate within the same day it is received.

(c) Any disclosure of, or decision not to disclose, the PHI requested by an individual or a personal representative and compliance with the requirements applicable to an individual's right to obtain access to PHI shall be the sole responsibility of the Covered Entity contracting with Business Associate.

9. **Amendment of PHI.**

(a) Upon request, Subcontractor shall make available for amendment and/or shall amend PHI or a Record about an individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Subcontractor as directed by Business Associate in accordance with procedures established by 45 C.F.R. § 164.526. Any request by Business Associate to amend such information shall be completed by Subcontractor within fifteen (15) business days of Business Associate's request.

(b) In the event that any individual requests that Subcontractor amend such individual's PHI or Record in a Designated Record Set, Subcontractor within five (5) business days shall forward such request to Business Associate.

(c) Any amendment of, or decision not to amend, the PHI or Record as requested by an individual and compliance with the requirements applicable to an individual's right to request an amendment of PHI shall be the sole responsibility of the Covered Entity contracting with Business Associate.

10. **Accounting of Disclosures.**

(a) Subcontractor shall document any disclosures of PHI made by it, to the extent that a Covered Entity would have an obligation to account for such disclosures under 45 C.F.R. § 164.528. Subcontractor also shall make available information related to such disclosures as would be required for a Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. § 164.528 and any amendments thereto, promulgated under the HITECH Act. At a minimum, Subcontractor shall furnish Business Associate the following with respect to any covered disclosures by Subcontractor: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

(b) Subcontractor hereby agrees to implement an appropriate recordkeeping system to enable it to comply with the requirements of this Section. Subcontractor agrees to retain such records for a minimum of six (6) years.

(c) Upon request, Subcontractor shall furnish to Business Associate information collected in accordance with this Section, in the time and manner designated by the Business Associate, to permit the Covered Entity contracting with Business Associate to make an accounting of disclosures as required by 45 C.F.R. § 164.528, and Subcontractor shall otherwise furnish Business Associate with the information necessary to enable Business Associate to comply with the applicable provisions of Section 13405(c) of the HITECH Act and any implementing regulations.

(d) In the event that an individual delivers the request for an accounting directly to Subcontractor, Subcontractor shall

forward such request to Business Associate the same day it is received.

(e) The Covered Entity contracting with Business Associate shall maintain sole responsibility for preparing and delivering any accounting requested and for complying with the requirements applicable to an individual's right to obtain an accounting of disclosures of PHI.

11. **Equitable Relief**. Subcontractor understands and acknowledges that any disclosure or misappropriation of PHI in violation of the Agreement will cause Business Associate irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Business Associate shall have the right to apply to a court of competent jurisdiction for an order restraining and enjoining any such further disclosure or breach and for such other relief as Business Associate shall deem appropriate. Such right of Business Associate is in addition to the remedies otherwise available to Business Associate at law or in equity.

12. **Availability of Books and Records.** Subcontractor shall make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI to Business Associate and, upon request, to the Secretary of HHS for purposes of determining compliance with the HIPAA Rules and this SubBAA. Notwithstanding the foregoing, prior to any such disclosure to the Secretary of HHS or any other federal or state agency, Subcontractor shall notify Business Associate in writing immediately of such request and shall furnish Business Associate with copies of such request. Business Associate and Subcontractor agree to work together in responding to any such request, including but not limited to engaging in an effort to obtain a confidentiality agreement, protective order, injunction or court order, if necessary, to preserve any applicable privilege.

13. **Covered Entity/ Business Associate Obligations.**

(a) Business Associate shall not request Subcontractor to use or disclose PHI in any manner that would not be permissible under, or that would violate, the Privacy Rule if done by the Business Associate (or its Covered Entity client).

(b) To the extent that such limitations, changes, or restrictions may affect Subcontractor's ability to use or disclose PHI to provide services under the Agreement and this SubBAA, Business Associate will notify Subcontractor of

(i) any known limitations on the use or disclosure of PHI contained in its Covered Entity client's Notice of Privacy Practices;
(ii) any known changes in, or revocation of, any authorizations by an individual to use or disclose his or her PHI; and/or
(iii) any known restrictions on the uses or disclosures of PHI that its Covered Entity client has agreed to or is required to comply with under 45 C.F.R. § 164.522.

14. **Term and Termination.**

(a) This SubBAA shall become effective on the date first written above, and shall continue in effect until all obligations of the Parties have been met under the Agreement and under this SubBAA.

(b) Business Associate may terminate immediately this SubBAA, the Agreement, and any other related agreements, if feasible, if/when the Business Associate makes a determination that the Subcontractor has breached a material term of this SubBAA and Subcontractor has failed to cure that material breach, to Business Associate's reasonable satisfaction, within thirty (30) days after written notice from Business Associate.

(c) Upon termination of the Agreement or this SubBAA for any reason, all PHI maintained by Subcontractor shall be returned to Business Associate or destroyed by Subcontractor. Subcontractor shall not retain any copies of such information. This provision shall apply to PHI in the possession of Subcontractor's agents and subcontractors. If return or destruction of the PHI is not feasible in Subcontractor's reasonable judgment, Subcontractor shall furnish Business Associate notification, in writing, of the conditions that make return or destruction infeasible. Upon Subcontractor's determination that return or destruction of the PHI is infeasible, Subcontractor will extend the protections of this SubBAA to such information for as long as Subcontractor retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. This Section 14(c) shall survive any termination of this SubBAA.

15. **Effect of SubBAA.** This SubBAA is a part of and subject to the terms of the Agreement, except that to the extent any

terms of this SubBAA conflict with any term of the Agreement regarding the use, disclosure, protection, reporting or obligations as to PHI, the terms of this SubBAA shall govern. In the event of inconsistency between the provisions of this SubBAA and mandatory provisions of the HIPAA Rules, as amended by the HITECH Act or otherwise, or their interpretation by any court or regulatory agency of competent authority and jurisdiction over either Party hereto, the HIPAA Rules, as interpreted by such court or agency, shall control. Where the provisions of this SubBAA are different from those mandated in the HIPAA Rules, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this SubBAA shall control.

16. **Regulatory References.** A reference in this SubBAA to a section in the HIPAA Rules means the section as in effect or as amended from time to time.

17. **Notices.** All notices and notifications under this Agreement shall be sent in writing to the listed persons on behalf of Business Associate and Subcontractor identified in the Arrangements.

18. **Amendments; Waiver; Interpretation.** This SubBAA may not be modified, nor shall any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. The Parties agree to take action as is necessary to amend this SubBAA from time to time as may be necessary for Business Associate to comply with the HIPAA Rules. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events. To the extent they are unclear, the terms of this SubBAA shall be construed to allow for compliance by Business Associate and Subcontractor with the HIPAA Rules.

19. **HITECH Act Compliance.** The Parties acknowledge that the HITECH Act includes provisions that require significant changes and additions to the HIPAA Rules. The Privacy Subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and their agents and subcontractors under the HIPAA Rules. Many of these changes may be further clarified in forthcoming regulations and/or guidance issued by HHS or OCR. Each Party agrees to comply with the applicable provisions of the HITECH Act and any implementing regulations issued thereunder.

20. **No Third Party Beneficiaries.** Business Associate and Subcontractor do not intend to confer, nor does anything express or implied in this SubBAA confer, upon any person other than Business Associate and Subcontractor, and their respective successors or assigns, any rights, remedies or obligations or liabilities whatsoever.

21. **Independent Contractor**. Subcontractor is performing services pursuant to the Agreement and for all purposes hereunder, Subcontractor's status shall be that of an independent contractor.