

**Health First Administrative Plans, Inc.**  
**Medicare Advantage Agent Agreement (“Agreement”)**  
**(Addendum to Health First Administrative Plans Broker Agreement)**

This MEDICARE ADVANTAGE AGENT AGREEMENT is made and entered into as of January 1, 2018 (the “Effective Date”), by and between Health First Administrative Plans, Inc., d/b/a Health First Health Plans (HFHP) or d/b/a Florida Hospital Care Advantage (FHCA) and the broker identified on the signature page (“Broker”).

WHEREAS, HFHP is licensed to operate as a Health Maintenance Organization in the State of Florida; and

WHEREAS, Broker affirms that Broker is licensed in good standing with the State of Florida and CMS as a health insurance agent; and

WHEREAS, HFHP desires that Broker market its healthcare products on the terms and conditions provided for in this Agreement; and

WHEREAS, HFHP and Broker hereby agree that all previous Medicare Advantage Broker Agreements between themselves are hereby terminated and that this Agreement terminates any such prior agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants stated in this Agreement, and for other good and valuable consideration, the Parties hereto agree as follows:

1. DEFINITIONS

1.1 Agent(s): means the undersigned individual(s) who is a licensed insurance agent(s) or broker(s) in Florida who has executed this Agreement with HFHP and/or FHCA to participate in the sale of HFHP and/or FHCA Plans, and has successfully completed the HFHP/FHCA product and agent training and AHIP certification with a passing score of 90 percent or greater.

1.2 Centers for Medicare & Medicaid Services (“CMS”): is the Federal agency responsible for the oversight of the Medicare Advantage and the Medicare Part D programs.

1.3 Commissions: the amount paid by the applicable Plan to Agent for the sale of HFHP and/or FHCA Plans by Agent as allowed by law and as further described below in Section 4.

1.4 Health First Health Plans (HFHP) and/or Florida Hospital Care Advantage (FHCA) enrollees: means the Medicare Part D eligible beneficiaries enrolled in a HFHP and/or FHCA Medicare Advantage Prescription Drug Plan (MAPD) or Medicare Advantage Plan (MA).

1.5 Plans: HFHP and/or FHCA Medicare Advantage Plan (MA).

1.6 Premium(s): means any and all monies collected from CMS and/or HFHP and/or FHCA Plan enrollees, as applicable, which monies are designated as premiums for the HFHP and/or FHCA Plans sold by Agents under the terms and conditions of this Agreement.

## 2. APPOINTMENT

2.1 Appointment. HFHP and/or FHCA hereby appoints Agent, who hereby accepts a nonexclusive, nontransferable right (without prior written approval of HFHP and/or FHCA) to serve as a marketing agent for HFHP and/or FHCA, authorized (subject to the limitations in this Agreement) to solicit, negotiate, sell and service contracts for HFHP's and/or FHCA's Medicare Advantage (MAPD), provided that no such contract will take effect without prior CMS approval. This Appointment is expressly made subject to the terms, conditions, limitations and restrictions of this Agreement. This Appointment will be limited to the geographical regions in which HFHP's and/or FHCA's Plans are offered, but Agent does not have any exclusive rights with regard to HFHP's and/or FHCA's Plans or services within such area.

2.2 Broker of Record. Letters of record received from other HFHP and/or FHCA appointed/authorized agents on any of Agent's enrollees on HFHP's and/or FHCA's Plans will be verified by HFHP and/or FHCA initiating contact with the enrollee's incumbent agent. Agent of Records letters/forms are only accepted at the beginning of each calendar year, with an effective date of January 1, regardless of the date the form is submitted and the date of the agent of record change request date. If a duplicate account is discovered during the account clearance process the agent that clears the first completion submission will be considered the controlling agent. HFHP and/or FHCA may initiate and will support change actions when an agent is involved with fraudulent activities or misrepresentations or is terminated by HFHP and/or FHCA for cause, and HFHP and/or FHCA will not pay an agent involved in these types of activities.

2.3 Delegated Responsibilities. Agent shall however be responsible for his or her actions or omissions. The parties acknowledge and agree that HFHP and/or FHCA has only delegated to Agent those activities and responsibilities under its contract with CMS that have been specifically identified and delegated in the Agreement, or a separate delegation agreement ("Delegated Activities"). Agent and any downstream and related entities or transferees shall perform all Delegated Activities in a manner consistent with applicable federal laws and regulations, HFHP's and/or FHCA's contract with CMS, CMS instructions and any delegation agreement entered into with HFHP and/or FHCA. All Delegated Activities shall be monitored and audited by HFHP and/or FHCA on an ongoing basis. HFHP and/or FHCA and Agent acknowledge that HFHP and/or FHCA shall have the right to revoke any Delegated Activities or take corrective action against Agent in the event Agent and any downstream and related entities or transferees are not satisfactorily performing their obligations related to the Delegated Activities or Agent is failing to submit timely enrollment forms to HFHP and/or FHCA on the Delegated Activities in accordance

with the terms of the Agreement, applicable federal and state laws, rules and regulations, CMS instructions and HFHP's and/or FHCA's contract with CMS or the delegation agreement as determined by HFHP and/or FHCA. HFHP and/or FHCA may immediately terminate any delegation agreement upon Agent failing to satisfactorily perform its obligations.

### 3. QUALIFICATIONS, DUTIES, RIGHTS AND LIMITATIONS

- 3.1 Qualifications. To qualify as an Agent hereunder, Agent must have and at all times during the term of this Agreement, maintain a valid and current license authorizing Agent to sell and service healthcare service contracts issued by the Department(s) of Insurance of Florida. Agent will not act as an Agent for HFHP and/or FHCA at any time when Agent's license is terminated, lapsed, or suspended, regardless of the reason, and Agent agrees to immediately notify HFHP and/or FHCA in writing any time that Agent's license is terminated, lapsed, suspended or otherwise not in effect. All persons required to be individually licensed to provide services through Agent's office pursuant to this Agreement must be appropriately licensed, and Agent agrees to require and to verify in writing as requested by HFHP and/or FHCA that each such person is appropriately licensed at all times and to immediately terminate such person from acting under the authority of this Agreement should the person not be appropriately licensed.

Also, Agent understands and agrees that to qualify as an Agent hereunder, Agent must comply with and meet, on an annual basis, HFHP's and/or FHCA's training and testing requirements. Such training shall include, but is not limited to: open enrollment training, sales training, routine evaluation of Agent's compliance with this Agreement, and such other training as may be required by HFHP and/or FHCA from time to time. Agent shall, upon request of HFHP and/or FHCA, periodically meet with a HFHP and/or FHCA representative. Training and testing will also include HFHP's and/or FHCA's policies and procedures, details specific to HFHP's and/or FHCA's Plans, and fraud, waste and abuse training. To continue as an Agent for HFHP's and/or FHCA's Plans, Agent must receive a passing test score, as determined by HFHP and/or FHCA. Furthermore, Agent must comply with HFHP's and/or FHCA's code of ethics and cooperate with HFHP's and/or FHCA's Corporate Compliance unit. Annually, Agent must complete and pass the AHIP Medicare certification including Medicare rules and regulations. Agent is responsible for the annual cost of completing this certification.

- 3.2 Duties. To qualify for the commissions specified below, Agent must continue as the agent of record for each enrollee.
- A. Agent agrees to provide a high level of customer service and support as determined by HFHP and/or FHCA.
  - B. Agent agrees to actively and in good faith promote HFHP's and/or FHCA's Plans in regard to initial sales, customer support and renewals. Agent will indemnify HFHP and/or FHCA in full against any loss of money or of property, including any incurred costs and/or expenses which HFHP and/or FHCA sustains through any fraudulent or dishonest act or culpable negligence on Agent's part or on the part of anyone working for Agent,

including but not limited to any acts or omissions.

- C. Agent will at all times maintain errors and omissions insurance coverage at a minimum amount of one million dollars (\$1,000,000) per incident. Agent will provide evidence of such coverage to HFHP and/or FHCA prior to selling HFHP's and/or FHCA's Plans, at renewal of policy at each renewal date and as reasonably requested. All such coverage will be maintained in force for five (5) years after the termination of this Agreement, and Agent's authority to act on behalf of HFHP and/or FHCA will be automatically suspended any time such coverage is not in effect.
- D. Agent agrees to act at all times with honesty and integrity, in accordance with guidelines that may be promulgated and modified by HFHP and/or FHCA, and in all other respects according to law [including all fraud and abuse laws, the Federal Anti-Kickback Statute (42 U.S.C. §1320A-7b(b)), and all applicable Medicare laws, regulations, and rules].

- 3.3 Rights. Agent will have the right to use sales and marketing brochures, applications and various other forms provided by HFHP and/or FHCA. However, Agent will not alter the materials provided by HFHP and/or FHCA in any way. Agent agrees to strictly abide by the confidentiality requirements set forth herein, and to not divulge any proprietary or confidentiality information about HFHP and/or FHCA.
- 3.4 Limitations. As stated above, Agent's appointment as an authorized Agent is limited to the geographical region in which HFHP's and/or FHCA's Plans are offered, but Agent will not have any exclusive rights with regard to HFHP's and/or FHCA's Plans within such area. Agent will have no authority to make, alter, vary or discharge contracts in the name of HFHP and/or FHCA or to waive or modify any terms or conditions of the contracts proposed by HFHP and/or FHCA, including but not limited to having no authority to modify or waive any eligibility or enrollment requirement or standard for any enrollee. Agent agrees to indemnify HFHP and/or FHCA if, as the result of representations made by Agent to the customer or other conduct forbidden by this paragraph, HFHP and/or FHCA is required to provide any coverage, to pay any claim or claims that would not otherwise be covered or suffers any damages.
- 3.5 Compliance with Title 18, United States Code, Sections 1033 and 1034. As an express condition of this Agreement and Agent's appointment as an Agent for HFHP and/or FHCA, Agent certifies and agrees he/she has never been convicted of a felony involving either dishonesty or a breach of trust, or any crime involving the business of insurance. Agent further certifies and agrees that Agent will, at the time of Agreement and periodically thereafter (not less often than annually), determine continued compliance with this paragraph. Agent agrees that if he/she is found to have been convicted of any such crime he/she will not be involved in any way in any activities of any kind for HFHP and/or FHCA, whether described in this Agreement or not, unless they have first been expressly granted authority to do so by the Florida Department and/or Commissioner of Insurance. Agent agrees to immediately notify HFHP and/or FHCA if at any time he/she is ever charged with or convicted of such a crime. Agent understands that any violation of this paragraph will constitute grounds for immediate

cancellation of this Agreement by HFHP and/or FHCA.

- 3.6 Governmental Reporting Requirements. Agent agrees that HFHP and/or FHCA is authorized to report to any and all state and/or federal governmental entities, divisions, and/or information concerning Agent that is required by any state or federal law, rule or regulation.
- 3.7 Regulatory Requirements. Agent agrees to comply with all applicable Medicare laws, regulations and requirements, and Centers for Medicare and Medicaid Services (“CMS”) instructions.
- 3.8 Maintenance of Records. Agent shall maintain complete and accurate records with respect to any business produced by an Agent under this Agreement in an industry standard format, such records to include records related to Agent’s licenses, individual enrollment applications and books, records, accounts, documents and other material items pertaining to this Agreement and Agents’ transactions with HFHP and/or FHCA enrollees. Agent shall keep such records for ten (10) years from the termination of this Agreement. Upon request of HFHP and/or FHCA, Agent shall provide access to and make copies of any and all such records available to HFHP and/or FHCA or CMS.
- 3.9 Confidentiality and Privacy. Agent will safeguard enrollees’ privacy and confidentiality and ensure the accuracy of enrollees’ health records. In addition to any privacy related provisions contained within the Agreement, Agent agrees to abide by all Federal and State laws regarding confidentiality and disclosure of medical records, other health and enrollment information or other information that is protected by State or federal law. Agent further agrees to safeguard the privacy of any information that identifies a particular enrollee and have procedures that specify: (i) for what purposes the information will be used within Agent’s organization; and (ii) to whom and for what purposes it will disclose the information outside Agent’s organization. Also, Agent will ensure that medical information is released only in accordance with applicable Federal or State law or pursuant to court orders or subpoenas, maintain records and information in an accurate and timely manner, and ensure timely access by enrollees to the records and information that pertain to them. Agent shall indemnify HFHP and/or FHCA for any violations of this paragraph.

#### 4. ADVERTISING, MARKETING AND ENROLLMENT

- 4.1 Advertising. Agent shall not undertake any advertising or general solicitation for any prospective HFHP and/or FHCA enrollee without the prior written consent of HFHP and/or FHCA. HFHP and/or FHCA is responsible for all marketing materials used by Agents to market out plan(s). All marketing materials used by Agent must be submitted by HFHP and/or FHCA to CMS for review and approval prior to use. Marketing materials cannot be submitted directly by Agent or Agency Firm to CMS.
- 4.2 Marketing Materials. Agent shall utilize only HFHP and/or FHCA authorized sales materials or materials. No advertising, circulars or other written material intended for

promotional use or publication by Agent which concerns HFHP and/or FHCA Plans, shall be issued, circulated or published or caused to be issued, circulated or published by Agent unless and until it is submitted in writing to and approved by HFHP and/or FHCA in writing.

- 4.3 Sales Events. IMPORTANT: HFHP and/or FHCA does allow agents to conduct sales seminars where HFHP and/or FHCA Plan information is discussed or distributed. A Health First representative must be present and lead the discussion with regards to Health First/Florida Hospital Care Advantage product information. Information on all sales seminars must be provided to Health First 30 days prior to the event to allow time for the event to be reported to CMS as a Sales Seminar, per the CMS requirements. If it is reported that sales seminars are being conducted, this Agreement is subject to immediate termination at HFHP/FHCA's discretion.
- 4.4 Use of Sales/Lead Generators. If Agent operates or contracts with a sales or lead generating service, Agent shall notify HFHP and/or FHCA in writing PRIOR to operating or using such sales or lead generating service for HFHP and/or FHCA Plan sales. Upon HFHP's and/or FHCA's request, Agent shall provide HFHP and/or FHCA with a copy of any telephone scripts used by such sales or lead generating service to make appointments with Medicare beneficiaries.
- 4.5 CMS Marketing Guidance. Agent agrees that it will comply with all laws, regulations and guidance statements with respect the Medicare Program as may be issued by CMS from time to time. Agent acknowledges that Agent has received, reviewed and understands the Marketing Guidelines issued by CMS, and HFHP and/or FHCA and Agent shall comply the requirements set forth therein, including, but not limited to, the obligations to:
- A. Use only state-licensed agents to sell HFHP and/or FHCA Plans.
  - B. Conduct monitoring activities to ensure Agent compliance with CMS requirements.
  - C. Disclose to potential enrollees that Agent is paid a commission upon enrollment.
  - D. Not offer incentives to Medicare beneficiaries, cherry-pick certain Medicare beneficiaries, or churn beneficiaries between Medicare Plans.
  - E. Not include payments outside of the compensation set forth in the written broker agreement.
  - F. Not permit payments by Agents to Medicare beneficiaries.
  - G. Provide advance notification to HFHP and/or FHCA of any sales meetings or events.
  - H. Not market any HFHP and/or FHCA plans designated for open enrollment until October 1.
  - I. Not accept applications from potential HFHP and/or FHCA enrollees for open enrollment outside of the enrollment period established by CMS.

- J. Inform a Medicare beneficiary of all products to be covered during a home visit at the time the appointment is made with a beneficiary.
- K. Not to claim recommendation or endorsement by CMS or that CMS recommends that Medicare beneficiaries enroll in the plan.
- L. Not accept enrollment applications in provider offices or other places where health care is delivered.
- M. Not engage in any discriminatory marketing practice.
- N. Not conduct door-to-door solicitation of Medicare beneficiaries.
- O. Not take an enrollment application during an outbound call.
- P. Not ask for personal information (i.e., Medicare number, bank account or credit card numbers) during sales presentations.
- Q. Not send e-mails to a Medicare beneficiary, unless the beneficiary agrees and gives their express consent to receive e-mails related to HFHP's and/or FHCA's health benefits plans, products, services, and/or educational information related to health care at the time the beneficiary is providing his/her email address. The consent must be documented.

4.6 Enrollee Applications. Agent shall be responsible for obtaining complete and accurate enrollment applications for HFHP and/or FHCA from eligible Medicare beneficiaries. Upon receipt of a signed enrollment application, the Agent must submit the application to HFHP and/or FHCA within two (2) business days. Agent may not obtain an application from an enrollee for an open enrollment period prior to the first day of open enrollment, October 15 (or such other date established by CMS).

4.7 Remittance of Premiums. All monies or negotiable instruments Agent receives for or on behalf of HFHP and/or FHCA shall be held by Agent as trustee for HFHP and/or FHCA and shall not be used by Agent for any purposes whatsoever. All Premiums coming into the possession of Agent for HFHP and/or FHCA shall be promptly remitted to HFHP and/or FHCA within two (2) business days of receipt with the associated application.

## 5. COMPENSATION

5.1 Commissions. Provided that Agent is in compliance with this Agreement, commissions will be paid by HFHP and/or FHCA to Agent for sales of HFHP's and/or FHCA's Plans to enrollees. Commissions will only be paid in accordance with Medicare laws, rules, regulations and CMS instructions. Payment of commissions will be made as set forth in Exhibit A attached hereto and, by this reference, made a part of this Agreement. The methods of determining commissions payable hereunder are also set forth in Exhibit A. The schedule(s) of commissions will be reviewed annually and updated in accordance with applicable state and federal laws. Exhibit A may be amended by HFHP and/or FHCA at any time upon at least thirty (30) days prior written notice to Agent.

- A. This Agreement shall only be payable when fully executed by both parties and returned to HFHP.

- 5.2 Enrollee plan changes. In the event that a HFHP and/or FHCA Plan enrollee switches from one HFHP and/or FHCA Plan to another HFHP and/or FHCA Plan without a break in coverage, such switch by the enrollee shall not be considered a new sale and shall not be subject to first year commission rates; rather, Agents shall only earn renewal Commissions with respect to such enrollee.
- 5.3 Rapid Disenrollment. If an enrollee in a HFHP and/or FHCA Plan disenrolls or is disenrolled from a HFHP and/or FHCA Plan within three (3) months of his or her enrollment in a HFHP and/or FHCA Plan, no compensation shall be paid by HFHP and/or FHCA to Agent for such enrollee and if any compensation had already been paid by HFHP and/or FHCA then Agent shall refund such compensation received for such enrollee. In order to not be subject to a rapid disenrollment chargeback by HFHP and/or FHCA, the newly enrolled Medicare beneficiary must remain enrolled with HFHP and/or FHCA into the fourth month, i.e., if the individual enrolled with HFHP and/or FHCA on January, the individual must still be enrolled with HFHP and/or FHCA on April 1st. HFHP and/or FHCA may deduct any compensation amounts paid to Agent from amounts otherwise owed to Agent. Furthermore, such enrollee shall not count towards any enrollee production totals for Agent. HFHP and/or FHCA will follow CMS Medicare Marketing Guidelines Section 120.4.6 Recovering Compensation Payments in terms of which circumstances HFHP and/or FHCA will not recover funds for rapid disenrollment.
- 5.4 HFHP and/or FHCA Agent Communication - Policies and Procedures. Additional information on compensation and policies and procedures will be provided by HFHP and/or FHCA to Agent from time to time via email or mail.
- 5.5 Commissions Paid in Error. In the event HFHP and/or FHCA pays a Commission to Agent due to error, regardless of which party is responsible for the error, HFHP and/or FHCA will collect such amount thereof directly from Agent, offset any future Commissions payable to Agent against such amount, or in the case of an underpayment pay such amount due to Agent; provided, however, that: (a) in the case of an underpayment, HFHP and/or FHCA shall have no obligation to pay any amount due to Agent if the Agent does not notify HFHP and/or FHCA of such underpayment within twenty-four (24) months of the date of the erroneous Commission payment; and (b) in the case of an overpayment, HFHP and/or FHCA shall not initiate a pursuit of a Commission overpayment if HFHP and/or FHCA does not notify Agent within twenty-four (24) months of the date of the erroneous Commission payment. If HFHP and/or FHCA has initiated a collection related to a Commission overpayment within the 24-month period described in the preceding sentence, then there shall be no time limit, subject to state law, on HFHP's and/or FHCA's ability to pursue collection of such overpayment. This 24-month limitation on any erroneous Commissions payment shall not apply (i) in cases of fraud or violations of CMS regulations marketing guidelines by Agent or (ii) a determination by CMS that a person was improperly enrolled or not enrolled in a HFHP and/or FHCA Plan. In instances where Agent was paid a Commission for a sale of a HFHP and/or FHCA Plan that was in violation of CMS regulations or Marketing Guidelines, HFHP and/or FHCA also shall have the right,



without time limitation, to offset any amounts due from Agent to HFHP and/or FHCA against any amounts payable to Agent. These rights are in addition to any other rights or remedies HFHP and/or FHCA may have under this Agreement or otherwise.

## 6. TERM AND TERMINATION

6.1 Termination of Agreement and Appointment. This Agreement and Appointment will be for an initial term of one (1) year, and will automatically renew from year to year unless terminated for any of the following:

- A. Upon sixty (60) days advance written notice by either party for any reason, with or without cause (the parties agree that it will not be a breach of the implied covenants of good faith/fair dealing for either party to terminate this Agreement either with or without cause);
- B. Upon written notice, if either party fails to comply with the terms or conditions of this Agreement; or
- C. Either party may terminate this Agreement immediately by giving the other party written notice of such termination for any of the following events:
  1. The adjudication of either party to be bankrupt or insolvent;
  2. The filing by either party for bankruptcy or insolvency;
  3. The filing by either party for reorganization or readjustment under any law relating to insolvency or bankruptcy;
  4. The appointment of a receiver with respect to all or substantially all of the property of either party;
  5. Any assignment by either party of its assets for the benefits of creditors;
  6. The institution by either party of any proceedings for liquidation or the winding up of its business other than for purposes of reorganization, consolidation, or merger;
  7. Agent's failure to obtain and/or maintain errors and omissions liability insurance at an in force amounts acceptable to HFHP and/or FHCA;
  8. Agent's loss or non-renewal of state licensure to sell and service insurance and other service contracts, or the institution of proceedings by any insurance department or commissioner for the cancellation and/or revocation of such license;
  9. Failure to complete Medicare certification and training or failure to comply with applicable Medicare laws, rules, regulations or CMS instructions;
  10. Death of Agent;
  11. Any Material violation of any law, regulation or CMS guidance in the opinion of HFHP and/or FHCA by Agent.
  12. Does not comply with the National-Do-Not-Call Registry, as well as applicable state telemarketing "Do Not Call" regulations, honor "do not call again" requests, and abide by Federal and State calling hours;

13. Takes advantage of a Medicare lead to sell other insurance products to a Medicare beneficiary for which the beneficiary may not be suited, to the extent such activity would violate state licensure laws;
  14. Intimidates or uses high-pressure tactics during a sales call; if a beneficiary says he/she is not interested, the visit/conversation must end immediately; or
  15. A party is arrested or convicted of a crime involving dishonesty or health care.
- D. Agent agrees to comply with the Medicare regulations and guidelines related to the Medicare Improvement for Patients and Providers Act. As part of those requirements, Agent agrees to comply with all CMS regulations and HFHP and/or FHCA requirements related to obtaining a Medicare beneficiary's prior written or verbally recorded authorization 48 hours in advance to an in-person meeting, and the scope of the products to be discussed at such in-person meeting. Upon request, Agent shall provide HFHP and/or FHCA or CMS with a copy of any such authorization. The parties agree to promptly notify each other upon the occurrence of any of foregoing grounds for termination. The occurrence of either (7) or (8) or (9) or (10) or (11) or (15) above will cause the immediate, automatic suspension of Agent's appointment under this Agreement.
- E. At discretion of management, Agent may be terminated if he or she does not sell 15 new MAPD members during the calendar year and maintain an 80 percent or greater renewal rate.

6.2 Obligations of the Parties Upon Termination. Upon termination of the appointment and this Agreement, neither party will have any further obligations except for compensation payable for business already in place; provided, however, that no compensation will be payable following termination if Agent has engaged in dishonest or fraudulent activities in the sale of such business, when this Agreement has been terminated for cause, or when such compensation would be improper under applicable Medicare and/or insurance laws and regulations. Also, upon the death of Agent, compensation will continue for a period not to exceed the lesser of 90 days from date of death or until an "agent of record letter" is presented on such business, or until an authorized letter of purchase, merger or other transfer of HFHP's and/or FHCA's business to the surviving and appropriately licensed and appointed Agent is provided.

6.3 Continuously and Properly Licensed. Commissions will be payable, in accordance with Medicare laws, rules, and regulations, only so long as Agent is (a) continuously and properly licensed and appointed, (b) in compliance with this Agreement, and (c) continuously recognized as the agent of record to receive said commissions. Agent may not transfer, assign or dispose of any interest he or she may have under this Agreement without prior written consent of HFHP and/or FHCA.

## 7. GENERAL TERMS AND CONDITIONS

- 7.1 Corporate Compliance. Both parties strive to uphold the highest standards of ethical conduct. Both parties agree to assist in this goal. In the event that Agent has any information regarding any unethical or illegal conduct or omission, including but not limited to coding, Stark issues, kickbacks or fraudulent billing or abusive billing, Agent shall notify the HFHP and/or FHCA Corporate Compliance Office in writing at least thirty (30) days prior to communicating this information to any entity or person other than a HFHP and/or FHCA president or vice president. The subject information shall not be exempt from the confidentiality terms of this Agreement.
- 7.2 Assignment. This Agreement will be binding on the successors and assigns of both Parties, provided, however, that neither Party may transfer or assign this Agreement without the prior written consent of the other, not to be unreasonably withheld. However, upon 30 days' written notice either party may assign this Agreement to an Affiliate or to an acquirer of all or part of the party's business or assets without such consent. Any other assignment or transfer by either Party will be void and of no effect.
- 7.3 Notices. All notices required to be given under this Agreement will be given in writing and sent to the recipient party's address stated in this Agreement, unless otherwise changed in writing. All notices will be given by personal service, certified or registered mail, or overnight carrier. Such notices will be deemed given on the date of receipt of delivery of said notice.
- 7.4 Governing Law; Conflict and Choice of Laws. This Agreement shall be governed by the laws of the State of Florida. This Agreement, in all instances and regardless of the jurisdiction, forum, court or other tribunal, shall be governed by, and interpreted in accordance with, the laws of the State of Florida. Exclusive jurisdiction and venue for any dispute relating to this Agreement shall reside in the Circuit Court of Brevard County, Florida. The parties agree and expressly consent to the exercise of personal jurisdiction in said court in connection with such dispute.
- 7.5 Attorney Fees/Costs. If litigation is instituted between the parties with respect to the arrangement contemplated by this Agreement, the prevailing party therein shall be entitled to recover, in addition to all other relief obtained, costs, expenses and fees, including attorney fees, incurred in such litigation, both in the trial court and on appeal.
- 7.6 Severability. In the event any portion of this Agreement is declared void by a court of competent jurisdiction, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to substantially alter the Agreement or obligations of the parties, in which case the Agreement may be immediately terminated.
- 7.7 Waiver. No waiver of any rights or obligations hereunder shall be deemed to have occurred unless in writing, signed by the party against whom such waiver is asserted and no waiver shall be deemed a waiver of any other or subsequent rights or obligations.

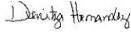
- 7.8 Work Product. Agent agrees that all materials, including reports, analyses, compilation and studies produced by Agent pursuant to this Agreement are a work product of HFHP and/or FHCA and shall remain the exclusive property of HFHP and/or FHCA, and that Agent shall not sell, transfer, publish, disclose or otherwise make available to third parties such work product without HFHP's and/or FHCA's prior written consent.
- 7.9 Exclusionary Affirmation. Agent represents and warrants that he/she has not be convicted or charged with a criminal offense related to health care as defined by 42 U.S.C. 1320a-7(i), not have been listed by a federal agency as debarred, excluded, or otherwise declared ineligible for participation in federally-funded healthcare programs as defined in 42 U.S.C. 1320a-7b(f) or subject to any final adverse action as defined under the Health Care Fraud and Abuse Data Collection Program.
- 7.10 Broker Response. The Broker may respond to requests for their signature by signing the document and emailing a scanned copy to the appropriate HFHP contact.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which is effective as of the

1st day of January \_\_\_\_\_, 2018.

Health First Administrative Plans, Inc.  
d/b/a Health First Health Plans  
d/b/a Florida Hospital Care Advantage

By: 

Witness: 

Print: Andrew Weintraub

Agent

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Print: \_\_\_\_\_

Exhibit A: Agent Commissions

1. The parties understand and agree that all payment of commissions will only be made in accordance with Medicare laws, rules, regulations, and CMS instructions.
2. Health First Health Plans (HFHP) and/or Florida Hospital Care Advantage (FHCA) will compensate Agent for each enrollee as follows:

**Medicare Advantage (MAPD) – New 2018**

	Initial Year	Renewal Years (2-10)
All Medicare Advantage Plans	\$455	\$228 annually, paid in monthly installments of \$19.00

**Medicare Advantage (MAPD) – Change from other Carrier**

	Initial Year	Renewal Years (2-10)
All Medicare Advantage Plans	\$228	\$228 annually, paid in monthly installments of \$19.00

3. The commissions described herein apply to HFHP and/or FHCA enrollments beginning with effective dates on and after January 1, 2018.
4. Agent must be in compliance with the terms of the Agent Agreement to receive both initial year and renewal year commission payments.
5. The parties agree and understand that CMS regulates commissions throughout a six-year cycle; however, HFHP and/or FHCA will pay renewals through year 10.
6. Agent agrees and understands that all commissions are paid at the renewal rate unless CMS notifies HFHP and/or FHCA that the enrollee is an initial “new” enrollee. Initial year payment rates are paid on new enrollees to HFHP’s Plans if indicated by CMS.
7. The initial year commission payment will be made in one installment in the amount of four hundred and fifty-five (\$) (\$455), and will be made on or before the 30<sup>th</sup> day of the month following the month in which the first premium is received for the enrollee, if applicable, AND after CMS confirms that the enrollee is an initial “new” enrollee per report to HFHP and/or FHCA.
8. Unlike plan changes (e.g., MA-PD to PDP or PDP to Cost Plan), occurring after January 1 in which the MARx report indicates the beneficiary had prior plan history (regardless of plan type), a pro-rated initial compensation rate based of \$455, based on the number of months in the plan. For example, a change from a PDP to an MA-PD effective May 1 is an unlike plan change resulting in a pro-rated initial compensation of 8/12 (May thru December) of the MA-PD initial compensation rate.
9. Renewal year commission payments will be made in monthly installments. CMS defines “year” as a plan year, meaning January 1 through December 31. Regardless of when a beneficiary enrolls into a plan during the year, for purposes of the 6-year compensation cycle, the year ends on December 31. Thus, renewal payment rates begin January even if the beneficiary enrolled in September. It is also paid when an enrollee

## Exhibit A: Agent Commissions

- enrolls in a “like and unlike plan type” following the initial year of enrollment. A “like plan type” includes a move from a MA or MA-PD to another MA or MA-PD. The renewal year commission payments will be made on or before the 30th day of the month following the month in which premium is received for the enrollee.
10. A change from another carrier will be paid the pro-rated renewal rate of \$228 based on the effective date of the plan, in one lump sum and will be made on or before the 30<sup>th</sup> day of the month following the month in which the first premium is received for the enrollee, if applicable, AND after CMS confirms that the enrollee is a “renewal” enrollee per report to HFHP and/or FHCA.
  11. HFHP and/or FHCA and Agent acknowledge and agree that HFHP and/or FHCA is required to recover, and Agent will refund, any payments made to Agent for enrollees who disenroll from HFHP’s and/or FHCA’s Plans within the first three months of enrollment and any other time an enrollee is not enrolled in HFHP’s and/or FHCA’s Plans.
  12. Agent agrees that it will not charge any enrollee a marketing fee outside of the approved premium.