

## HEALTH FIRST ADMINISTRATIVE PLANS AGENT AND AGENCY AGREEMENT

THIS AGENT and/or AGENCY AGREEMENT (“Agreement”) is made between Health First Administrative Plans, Inc., a Florida corporation (“Health First”), and \_\_\_\_\_, a (State name) (organization type, i.e.: company/corporation) (herein after referred to as “Agent and/or Agency”).

WHEREAS, Health First Administrative Plans Inc. administers Health First Health Plans, Health First Commercial Plans and Health First Insurance, which are licensed to operate as Life and Accident Health Insurers by the State of Florida.

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

WHEREAS, Health First desires that Agent market its HF Products on the terms and conditions provided for in this Agreement; and

WHEREAS, Agent desires to market HF Products to eligible beneficiaries (“Customers”).

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:

### ARTICLE 1. DEFINITIONS

- 1.1 **Agent of Record (AOR)**- An Agent of Record (“AOR”) is an individual or a legal entity with an executed contractual agreement with an insurance policy owner, in line with the prevailing legal norms and regulations of the region in which the contract was entered into.
- 1.2 **Appointed Agent/Agency**- An Agent/Agency who has received authorization from Health First and registered with the Florida Department of Financial Services as a state licensed agent/agency to act on behalf of Health First or to represent Health First for sales of HF Products. The point in time where the Appointed Agent/Agency is authorized to sell HF Products, as allowed under this definition is the “Appointment”.
- 1.3 **Agency**- An insurance agency, sometimes called an insurance brokerage or independent agency, solicits, writes and binds policies through many different insurance companies. They are not directly employed by any one insurance carrier.
- 1.4 **Broker Portal**- A secure core system provided by Health First that allows Agents to find product descriptions, links to Health First quoting engines and necessary forms. This site offers marketing materials to assist Agents with their selling needs.
- 1.5 **Brokers**- Throughout this contract Brokers will be referred to as an “Agent.” A licensed individual appointed and contracted with Health First to provide services including solicitation of enrollment in HF Products.
- 1.6 **Contract**- Agreement between a Purchaser- Subscriber/Individual/Applicant and a Group that participates in one or more HF Products.
- 1.7 **Field Marketing Organization (FMO/General Agency (GA))**- A FMO/GA is any agency that utilizes Sub-Agents to generate sales and sales activity. This type of agency generates the majority of their revenue under this description.

- 1.8 **Group-** An entity with current group benefits agreement in effect to provide covered health care services to its employee-subscribers and eligible dependents.
- 1.9 **Letter of Authorization (LOA)-** a Health First Letter of Authorization to release the insured party's information to a newly nominated agent for Group lines of business. The Agent of Record may receive copies of quoting information, renewal rates, and monthly billing information.
- 1.10 **Marketplace Agent of Assignment (MAA) Form-** Health First recognizes that in some cases when an Agent assists a client through the Federally Facilitated Marketplace that Health First may not receive the Agent's information with the member file. In those cases, this form may be submitted and applies to business on the Federal Marketplace only.
- 1.11 **HF Products-** The health insurance and health maintenance organization products offered by or through Health First.
- 1.12 **Purchaser- Subscriber/Individual/Applicant-** The primary applicant for enrollment in a HF Product.
- 1.13 **Sub-Agents-** An agent, appointed and contracted with Health First, to provide Services including solicitation of enrollment in Health First health care benefit plan products through a FMO/GA.
- 1.14 **Transfer of Business (TOB)-** A letter or form transferring all of an agent/agencies book of business from one entity to another.

## **ARTICLE 2. AGENT OBLIGATIONS**

- 2.1 **Authorizations-**
  - 2.1.1 **Authorizations by Health First** - Health First hereby authorizes and engages Agent's services under the terms and conditions set forth herein for the HF Products offered by Health First. This authorization is a delegation of Health First's contractual obligations as set forth by the Centers for Medicare and Medicaid and Exhibit C is hereby incorporated into this Agreement.
  - 2.1.2 **Authorizations by Agents** - Agent hereby authorizes Health First to conduct any investigation related to Agent's background or qualifications. Such investigations may be performed in the sole discretion of Health First. Agent understands that such investigation may include, but may not be limited to, contacting Agent's employer, verifying residence and reviewing criminal, education and state insurance records.
- 2.2 **Designation of Sub-Agents using an FMO/GA arrangement-** Agent may enter into agreements with Sub-Agents to represent Agent in soliciting applications for the HF Products covered by this Agreement. Where any provision of a contract between Agent and Sub-Agent conflicts with this Agreement, this Agreement shall supersede and prevail. Agent shall disclose, in writing, to Health First the names, business addresses and State of Florida Agents' license numbers for all such Sub-Agents whom Agent has investigated and deemed appropriate to represent Health First. All Sub-Agents must be appointed as Agents with the Florida Insurance Department and shall individually enter into an Agent Agreement with Health First thereby being bound by the terms and conditions thereof. Health First specifically reserves the right to approve or disapprove the appointment of any Sub-Agent who will offer Services and solicit applications for and enrollment in Products covered by this Agreement.
- 2.3 **Solicitation of Applications-** Agent is authorized to solicit applications from Customers for membership into a HF Product consistent with Section 2.6, below. Agent is only authorized to solicit and secure memberships in HF Products at the membership rate and such other underwriting criteria currently in effect at the time of the last notification received by Agent from Health First.

- 2.4 **Collection of Premiums**- Agent shall not have authority, without written permission of Health First, to (i) collect or provide receipt for premiums other than the first month's premiums; (ii) deduct commissions or permissible fees; (iii) endorse checks payable to Health First; (iv) or perform any other act or duty not specifically authorized in this Agreement. Any and all funds received by Agent for the account of Health First shall at all times be segregated from the assets of the Agent and shall, within one (1) business day of receipt by Agent, be promptly deposited into a trust account designated by Health First.
- 2.5 **Confidentiality**-
- 2.5.1 Agent Shall Maintain Confidentiality- Except for such disclosures required by law or hereunder, Agent shall maintain in strict confidence: (a) the commission, bonus and/or reward arrangements set forth in the Commission Program, Bonus Program and hereto; (b) the details of any Special Incentive Programs as set forth in Section 7.9 hereto and related addendums; (c) any proposals, premium rates and risk sharing arrangements presented to Groups/Purchasers; and (d) all proprietary and business information of Health First or any affiliate of Health First that relates to Health First's or an affiliate's past, present or future research or development activities, business operations, business strategies and strategic relationships, or financial condition.
- 2.5.2 No Trade Secret or Property Rights- Nothing in this Agreement shall be construed as a grant by implication, estoppel or otherwise of any rights to Agent under Health First's or its affiliated companies' trade secrets, trademarks, trade names or any other intellectual property rights whatsoever.
- 2.6 **Duties of an Agent/Agency/FMO/GA**- Representation of Health First Agent/Agency/FMO/GA shall use its best efforts to solicit new applications and secure renewals for the Products from Groups/Purchaser, i.e. Services. In soliciting such new applications and securing renewals, Agent shall use Agent's best efforts to establish and maintain a positive relationship between Health First and each Group/Purchaser. Agent shall not endorse, encourage or solicit Groups/Purchaser to switch carriers/coverage from Health First before the end of each Group's/Purchaser's benefit year. Agent shall in no way misrepresent Health First, the HF Products or any portion of the Health First, Inc. integrated delivery network (including but not limited to: hospitals, medical group, hospice, home care, or any line of business owned or operated by Health First, Inc. or any of its affiliates or subsidiaries) and shall utilize only marketing and sales materials provided or approved by Health First. Agent shall follow and agrees to be bound by federal and state laws and regulations, and all of Health First's policies and procedures with regard to the sales of and enrollment in the Products.
- 2.7 **Account Administration Responsibilities**-
- 2.7.1 Agent shall be responsible for performing the following duties as they relate to account administration:
- 2.7.1.1 Agent to conduct open enrollment meetings.
- 2.7.1.2 Agent to perform renewal administration, signed documentation must be to the health plan by the 20<sup>th</sup> of the month prior to renewal date.
- 2.7.1.3 Agent to ensure completed renewal documentation is returned to Health First 30 days prior to renewal date.
- 2.7.1.4 Agency or Agent to familiarize and train Agents or Sub-agents on duties and responsibilities under federal and Florida law and as set forth in this Agreement.

- 2.7.1.5 Agent to adhere to Broker Portal guidelines of access as applicable.
- 2.7.1.6 Agent to assist with resolution of premium payment deficiencies.
- 2.7.1.7 Agency or Agent to provide support to Agent or Sub-agent with case installation and open enrollment meetings.
- 2.7.1.8 Agent to assist Groups/Purchasers with various account service issues.
- 2.7.1.9 Agency or Agent to distribute Health First sales and communication materials to Agents or Sub-agents.

Health First reserves the right to contact Groups/Purchasers directly to ensure customer service standards, Agent Duties and Account Administration Responsibilities are being met.

2.7.2 Agent Responsibilities Specifically Related to Federally Facilitated Marketplace and who wish to sell Qualified Health Plans (“QHP”) or otherwise assist members through the Federally Facilitated Marketplaces (“FFM”) shall be responsible for the following at the time of Appointment:

- 2.7.2.1 Completing the registration process as set forth in 45 CFR § 155.220 and § 155.260, which includes registering on the Medicare Learning Network, completing required training and executing applicable agreements. Agents shall provide Health First with a copy of their training completion certificates at Health First’s request, which may, at Health First’s discretion, be required to be updated on a yearly basis.
- 2.7.2.2 Complying with applicable state privacy and security standards, as well as the federal privacy and security standards required by 45 C.F.R. § 155.260. Agent must continue to maintain the confidentiality of personally identifiable information (“PII”) after the termination of Agent’s agreement with the FFM in accordance with the requirements under 45 C.F.R. §155.260.

Agent agrees and acknowledges that commission payments offered by Health First under this Agreement provide the same amount of compensation for QHPs sold on the FFM as offered for plans sold outside of the FFM.

2.8 **Agent/Agency Responsibilities towards Sub-Agents-** Agent/Agency responsibilities toward Sub-Agent shall be responsible for performing the following duties as they relate to Sub-Agents:

- 2.8.1 In the event that Agent learns any information that might affect a Sub-Agent’s insurance license or the agreement with Agent and/or the Agreement with Health First, Agent shall immediately notify Health First of the same, Agent shall immediately notify Health First of any complaints or compliance matters regarding Sub-Agent and, upon request, furnish Health First with a statement concerning the facts and a written recommendation for the appropriate course of action.
- 2.8.2 Agent is responsible for training Sub-Agent, assisting Sub-Agent with producing quotes, and providing marketing material or other supplies.
- 2.8.3 FMO/GA Agent is responsible for submission of the FMO/GA Alignment Form for each Agent that is affiliated to the FMO agency. This form must be signed by both the agent and the FMO agent.

2.9 **Agent Shall Abide by Requirements of Florida Insurance Department-** Agent shall at all times abide by the laws, rules, regulations and requirements under the jurisdiction of the Florida Insurance Department and other state and federal agencies and authorities. Additionally, in accordance with F.S. 641.234,

the parties agree that any insurance contract managed under this statute may be cancelable upon issuance of an order by the state of Florida or the Florida Office of Insurance Regulation.

- 2.10 **Change of Business Address**- Agent shall notify Health First in writing of any change of business address at least thirty (30) days prior to the effective date of such change.
- 2.11 **Inappropriate Solicitation Activities Prohibited**- Agent shall not engage in any inappropriate solicitation activities including, but not limited to: (1) seeking, requesting or obtaining any insurance quote, bid or illustration that is (i) intentionally higher, changed or revised upward or otherwise less favorable to the Group/Purchaser than those provided by other insurance companies, (ii) designed or intended not to be selected by a Purchaser, or (iii) designed or intended to present to the Purchaser a false appearance of competition by insurance companies; (2) withholding or limiting the presentation of insurance quotes, bids or illustrations sought on behalf of a Purchaser in a manner which is contrary to the interests of the Purchaser; or (3) engaging in activity known as bid-rigging or inappropriate steering of business, which is contrary to the interests of the Purchaser.
- 2.12 **Advertising Materials and Information**- Agent shall use only those insurance applications, printed materials and any other sales or marketing materials as are provided by Health First, except as Health First may otherwise approve in writing.
- 2.13 **Promotional Materials**- Agent shall display promotional materials provided by Health First within Agent's office. Agent agrees not to employ or make use of any advertisement in which the name of Health First is used without the prior written consent and approval of Health First. All printed matter, applications, and sales literature which Health First may furnish to the Agent shall remain the property of Health First subject at all times to its control and shall be returned to Health First upon demand.
- 2.14 **Agent Disclosure**- Agent shall disclose to each Purchaser prior to its purchase of HF Products from Health First that Agent will receive compensation from Health First for the placement.
- 2.15 **Nondiscrimination**- Agent shall not discriminate in marketing to Customers because of race, color, national origin, ancestry, sex, religion, marital status, sexual orientation, or age.
- 2.16 **Non-Disparagement**- Agent shall not disparage or otherwise make statements or representations which may discredit or harm the reputation of Health First or any of its directors, officers or employees.
- 2.17 **Privacy**- Agent is required to protect the privacy and confidentiality of personal and financial information regarding Health First's applicants, current and former customers. Agent will not disclose personal or financial information to anyone other than Health First. Agent will not work on, view, or attempt to obtain Customer information that is not part of the Agent's business with the Customer. Agent agrees to comply with all Federal and State Laws regarding the privacy and confidentiality of information regarding applicants, current and former customers including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Gramm-Leach-Bliley Act (1999) and any other applicable privacy laws.
- 2.18 **Comply with 45 C.F.R. § 156.340(a)**. Agent is required to comply with all applicable laws and regulations relating to all standards in 45 C.F.R. § 156.340(a).
- 2.19 **Records**- Agent shall maintain such books, records, and information of all transactions pertaining to offers made by Agent to Customers and any other records as are required by Health First and/or applicable Florida or Federal law

but for a period of no less than ten (10) years. Agent's obligation pursuant to this Section 2.18 shall survive termination of this Agreement.

- 2.20 **Access to Records-** Agent shall make all books, records, papers, and information of Agent relating to this Agreement available to Health First, and the Florida Department of Insurance or other governmental authorities with jurisdiction over Health First or Agent at all reasonable times upon demand for inspection, examination, and copying at Agent's principal place of business or other mutually agreeable locations in Florida. This obligation shall survive termination of this Agreement for a period of no less than ten (10) years. If Agent carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000 or more, over a 12-month period, with a related organization (as that term is defined in 42 CFR Chapter 405.427(b)), such subcontract shall contain a clause to the effect that until the expiration of five years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary or Comptroller General or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.
- 2.21 **Training-** Agent shall complete Health First's required training within the required times as a requirement of the appointment process. Agent shall also complete all other required training as set forth in this Agreement or as required by Florida or federal law.
- 2.22 **Use of Health First's Trade Secrets by Agent-** Agent agrees that he/she shall not use, or divulge to anyone, Health First's trade secrets. A trade secret means information, including but not limited to, programs, methods, techniques and processes that have independent economic value from not being generally known to either the public or the other persons who can obtain economic value for its disclosure or use. Examples of Health First's trade secrets include, but are not limited to, Health First customer lists not obtained from Agent, compiled information concerning its Customers not obtained from Agent, this Agreement, premium rates, and operations manuals. This Section shall not be applicable to information that is already in the public domain or that has been made available to the public by Health First or has been made available to Health First by Agent. Agent's obligations pursuant to this shall survive termination of this Agreement.

### **ARTICLE 3. PURCHASER AOR/LOA AUTHORIZATIONS**

- 3.1 **Group Sales AOR Authorization Submittal Process-**
- 3.1.1 Agent will submit AOR letter using the Broker Portal, email to [HFBroker@health-first.org](mailto:HFBroker@health-first.org), or mailed to Broker Services 6450 US Hwy 1, Rockledge, FL., 32955 for processing.
- 3.1.2 If a duplicate account is discovered during the account implementation process the agent that submits the first complete submission will be considered the controlling agent.
- 3.1.3 Commission payments will be paid effective the first day of the month following the month in which AOR letter is received, if received no later than the 10<sup>th</sup> of that month. If received after the 10<sup>th</sup> of the month, commissions will be paid the first of the second month. For example, if a AOR letter is received January 18th, commission payments will begin effective March 1st. Upon receipt of a AOR, Health First will notify the current Agent and new Agent of the AOR change. If there is a dispute as to who the appropriate Agent of Record is, the current Agent can notify Group and Group shall have the right to rescind the new Agent AOR

within thirty (30) days of the date on which Health First notified the current Agent of the AOR change. Notwithstanding the foregoing, Health First reserves the right to, in its sole discretion, contact any Group, at any time, to verify Agent's status as AOR.

3.2 **Individual Sales Market place Agent Assignment (“MAA”)**

**Submittal Process-**

- 3.2.1 Agent submits an MAA form to the Health First requesting alignment of member.
- 3.2.2 MAA forms must be submitted using the Broker Portal, to [HFBroker@health-first.org](mailto:HFBroker@health-first.org) or mailed to Broker Services 6450 US Hwy 1, Rockledge, FL., 32955.
- 3.2.3 Agent will be paid the renewal commission rate.

3.3 **Medicare Sales AOR Submittal Process-**

- 3.3.1 Agent or Insured submits an AOR form to the Health Plans requesting change of agent.
- 3.3.2 AOR forms must be submitted to the Broker Portal, to [HFBroker@health-first.org](mailto:HFBroker@health-first.org) or mailed to Broker Services 6450 US Hwy 1, Rockledge, FL., 32955 for processing.
- 3.3.3 AORs will only be paid the renewal commission rate.

3.4 **Agent of Record Change Requests will only be honored at time of-**

- 3.4.1 Individual Sales:
  - 3.4.1.1 MAA will only be accepted at Open Enrollment or at an SEP event and must be received within 90 days of Open enrollment or 60 days of an SEP event.
  - 3.4.1.2 All others must receive prior written approval from Sales Director or VP of Sales.
- 3.4.2 Commercial Sales: As requested by the insurer.
- 3.4.3 Medicare Sales:
  - 3.4.3.1 AOR's will only be accepted at Open Enrollment or at an SEP event and must be received within 60 days of an SEP event.
  - 3.4.3.2 All others must receive prior written approval from Sales Director or VP of Sales.

3.5 **Group Sales LOA Submittal Process-**

- 3.5.1 Where an Agent or Group provides Health First with an LOA, authorizing HF to release copies of quoting information, renewal rates, and monthly billing information to the requesting new agent.
- 3.5.2 Completed LOAs must be submitted using the Broker Portal, emailed to [HFBroker@health-first.org](mailto:HFBroker@health-first.org) or mailed to Health First, Attn: Broker Services; 6450 US Hwy 1, Rockledge, FL., 32955.
- 3.5.3 Where requested by a Group for price matching, Health First will release copies of quoting information, renewal rates, and monthly billing information to requesting agent only upon receipt of a completed LOA.

3.6 **Transfer of Business-**

- 3.6.1 Individual & Medicare:
  - 3.6.1.1 Must be submitted on an AOR form or as a transfer of business letter. This must be submitted using the broker portal, or emailed to [HFbroker@health-first.org](mailto:HFbroker@health-first.org) or it may be mailed to Health First, Attn: Broker Services; 6450 US Hwy 1, Rockledge, FL., 32955.
  - 3.6.1.2 Members must be listed separately; one form per member.
- 3.6.2 Commercial (Group):

- 3.6.2.1 Must be submitted on an AOR form or as a transfer of business letter. This must be submitted using the broker portal, or emailed to HFbroker@health-first.org or to may be mailed to Health First, Attn: Broker Services; 6450 US Hwy 1, Rockledge, FL., 32955.
- 3.6.3 For all Lines of business, the members and or groups must sign off on the request.

#### **ARTICLE 4. TERM AND TERMINATION**

##### **4.1 Term and Termination-**

- 4.1.1 Term of Agreement- The initial term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement and shall continue thereafter for successive one year periods unless otherwise terminated in accordance with the provisions of this Article 4. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice of termination to the other party.
- 4.1.2 Unilateral Termination- Health First, in its sole discretion, may terminate this Agreement for any reason or no reason upon thirty (30) days' prior written notice to Agent.

##### **4.2 Automatic Termination-** Death of individual Agent or of Agent who is sole proprietor of Agent firm; (iii) insolvency or bankruptcy of individual Agent or Agent firm; (iv) finding of Cause as defined in Section 4.3 of this Agreement; or (v) death of the Agent.

##### **4.3 Termination for Cause-** Notwithstanding the provisions set forth above, this Agreement may be terminated:

- 4.3.1 Automatically if Agent's license as a health insurance agent is suspended or revoked;
- 4.3.2 By either party, upon seven (7) days prior written notice to the other party, in the event that the other party materially breaches any representation, warranty, term, or provision contained in this Agreement;
- 4.3.3 Automatically if Agent is unable to obtain or loses insurance coverage as provided in Article 2
- 4.3.4 Automatically upon issuance of an order by the Florida Office of Insurance Regulation (OIR) stating that the fees paid under this Agreement are unreasonably high compared with similar contracts entered into by other Florida licensed health insurers;
- 4.3.5 Automatically, if required by the Office of Insurance Regulation (OIR) or appointment is not accepted by the OIR;
- 4.3.6 Automatically if Agent is arrested, convicted of or charged with a felony.
- 4.3.7 Automatically where HHS or Health First determines that the Agent has not performed satisfactorily as set forth and determined by 45 C.F.R. § 156.340(b)(2).

##### **4.4 Survival Rights-** In event of termination as provided in this Section, the commissions heretofore secured by Agent shall be continued to be paid to the Agent up to the date of termination.

- 4.4.1 Agent represents and warrants as a material term of this Agreement that Agent has, and will maintain during the term of this Agreement, an unrestricted license as a health insurance agent in the State of Florida. Agent shall maintain all permits, licenses, and registrations that are required to perform the services in this Agreement. Agent shall provide Health First with copies of all required licenses upon the request of Health First and shall notify Health First within 30 days if his/her insurance license is suspended, revoked or relinquished.



4.4.2 Before promoting or marketing the Medicare products and on an annual basis thereafter, Agent must complete a Center for Medicare & Medicaid Services (CMS) sanction-applied Medicare Advantage training program and obtain a certification required by Health First. It being specifically acknowledged and agreed by Agent that no compensation shall be paid for the sale of Medicare products under this Agreement unless such training has been completed and such certification is received prior to the policy being written.

4.5 **No Prior Disciplinary or Criminal Proceedings-** Agent represents and warrants that he/she has never suffered the loss, suspension, or termination of any license issued by any governmental authority in connection with the sale of any type of insurance, prepaid healthcare, hospital, or professional benefits agreement, and that he/she has never been convicted of a felony or a crime involving moral turpitude.

#### **ARTICLE 5. HEALTH FIRST OBLIGATIONS**

5.1 **Indemnity License-** Health First shall maintain its Florida insurance license during the term of this Agreement and any other licenses or certifications required by law to offer HF Products.

5.2 **Action Against Health First-** Health First shall notify Agent of any legal or governmental actions initiated against Health First for (i) alleged professional negligence by Health First involving business written by Agent, (ii) any suspension or revocation of Health First licenses to offer HF Products, (iii) and/or any other actions that will materially impair the ability of Health First to carry out its duties and obligations as set forth in this Agreement.

5.3 **Discontinued or Altered Programs-** Health First reserves the right to reject any and all Customer applications submitted by the Agent for discontinued or altered programs, and to discontinue allowing said Agent from writing such HF Products without prior notice.

#### **ARTICLE 6. INDEMNIFICATION**

6.1 **Indemnification by Health First-** Health First shall defend, indemnify and hold harmless Agent, its officers, employees and agents against any claim, legal action for injunctive relief or damages, and administrative proceeding, by a third party of any type where such claim, legal action or administrative proceeding arises solely from the negligent acts or omissions of Health First, its directors, officers, employees or agents under the terms and conditions of this Agreement. Such defense of Agent by Health First shall be solely at Health First's expense, by counsel reasonably acceptable to Agent. Agent shall have the right, solely within its discretion, to take control of its own defense at any time at its own expense.

6.2 **Indemnification by Agent-** Agent shall defend and hold harmless Health First, its trustees, board members, officers, employees and agents against any claim, legal action for injunctive relief or damages, and administrative proceeding, by a third party of any type where such claim, legal action or administrative proceeding arises from the acts or omissions of Agent, its directors, officers, employees or agents under the terms and conditions of this Agreement. Such defense of Health First by Agent shall be solely at Agent's expense, by counsel reasonably acceptable to Health First. Health First shall have the right, solely within its discretion to take control of its own defense at any time at its own expense.

6.3 **Sharing of Information-** Each party agrees to provide to the other party information in its possession which is essential to the other party's defense in

litigation and which is not reasonably available from another source. Each party agrees to furnish to the other party information necessary to comply with its obligations under this Agreement and federal and state law.

- 6.4 **Indemnification**- Agent agrees to indemnify and hold Health First harmless from and against any and all claims, demands or causes of action whatsoever resulting from or arising out of any act, error or omission on the part of the Agent, Agent's Sub-Agent, Agent's representatives or Agent's employees.

## ARTICLE 7. COMPENSATION

- 7.1 **Compensation**- Health First shall compensate Agent/Agency in accordance with this Agreement and the Compensation Schedule Exhibits that are attached, so long as (1) Agent continues to be actively engaged as a licensed health insurance agent in the State of Florida; (2) Agent is and continues to be designated by the Customers named in the Policy(ies) in writing as the Agent or Agent of Record with respect to such Customer; (3) this Agreement between Agent and Health First is in full force and effect; (4) the Customer(s) continues to be enrolled with Health First; and (5) Agent services Customer in a manner satisfactory to Customer and Health First in accordance with this Agreement. Agent will be compensated by Health First only after the Customer application has been approved and processed in accordance with Health First current underwriting practices and the Customer applicant has been accepted and paid the premiums or subscription charges. Any adjustments to the Customer's paid premium will also be adjusted on the Agent's Commissions paid.
- 7.2 **Compensation Schedule**- Health First shall have the right to unilaterally modify the Compensation Schedule, provided that Health First provides Agent/Agency with written notice of such modification thirty (30) days before the effective date of such modification.
- 7.3 **Incorrect Commission Payment**- Health First shall make every reasonable attempt to pay commissions timely and accurately as outlined in the current Compensation Schedule for all groups/purchasers to which the agent is actively appointed. In the event commissions are paid incorrectly (overpaid, underpaid or omitted payment for an assigned group/purchaser), the Agent has an obligation to notify Health First as timely as possible. Health First shall not be required to adjust commissions retroactively beyond 90 days from the date of original payment.
- 7.4 **Assignment of Compensation**- Health First shall not be bound by any assignment of the compensation payable under this Agreement until the original assignment or a certified copy thereof shall be delivered to Health First's corporate office. Health First does not assume responsibility for, or guarantee the validity of, any assignment.
- 7.5 **Other Expenses**- Agent shall be solely responsible for all expenses Agent incurs in the performance of this Agreement.
- 7.6 **Customer Non-liability**- Agent shall look solely to Health First for compensation due Agent from Health First under this Agreement. Agent shall not collect nor attempt to collect any compensation due Agent under this Agreement from the Customer.

- 7.7 **Agent of Record Authorization**- The AOR authorization assigns the release of commission payments to the assigned AOR. The LOA and/or, AOR Authorization may be emailed or mailed to Health First. Health First will only acknowledge an AOR or LOA for agents who have been Appointed to do business with Health First.
- 7.8 **Bonuses**- Subject to the conditions set forth in Section 7.9 of this Agreement, Agent may be entitled to earn bonuses, in accordance with the terms of this Agreement. Bonus programs offered by Health First may be terminated by Health First at any time in Health First's sole discretion.
- 7.9 **Conditions to Payment of Commission, Special Incentive, or Bonus**- Such commission, special incentive and/or bonus payments will be paid to Agent only so long as Agent: (i) is a party to a duly executed Agent Agreement between Agent and Health First, a copy of which has been provided to Health First; (ii) provides Health First with a copy of a valid and current State of Florida Agent or FMO license; (iv) provides Health First with a copy of Agent's and, if applicable, Sub-Agents' certificate(s) of E&O coverage of a minimum of \$1 million for each claim and \$1 million claims aggregate for each policy period; (v) is continuously and actively engaged as a licensed Agent; (vi) is the Agent of Record for renewing Group(s)/Purchaser(s); and (vii) provides Health First, at the time of new Group enrollment and at the time of transfer of Agent to Agent, with an Agent of Record or Transfer of Business letter. For purposes of this Agreement, the Agent shall only be considered the "Agent of Record" for Groups/Purchasers from which Health First has received an Agent of Record or Transfer of Business letter that meets the requirements of this Agreement. All Commissions, and Bonus payments are contingent upon contracts for which payment is made by remitting monthly premium payments to Health First for benefit coverage.
- 7.9.1 **Health First Reserves Right to Change Commission, and/or Bonus Policies**- Health First reserves the right to change its commission, bonus and/or reward policies upon thirty (30) days advance written notice to Agent.
- 7.9.2 **No Right to Commission After Termination of Agreement**- Agent shall not be eligible to receive commission, bonus or reward payments in accordance with the terms of this Agreement, as set forth in Section 4, effective as of the date of termination of this Agreement.
- 7.9.3 **No Commission for Terminated and Subsequently Reinstated Policy**- In the event a policy issued pursuant to this Agreement expires or otherwise terminates and is subsequently reinstated, Health First shall not be liable to Agent for further payment hereunder, unless Health First determines, in its sole discretion, that such policy was reinstated through the efforts of Agent. In the event such reinstatement occurs through the efforts of Agent within six (6) months of the date of the termination of a policy, such reinstatement shall be deemed to be a renewal for purposes of calculating the commission on subsequent premiums.

- 7.9.4 Renewal Agent Appointment Fee(s)- To the extent required by the Florida Department of Insurance, Health First will appoint Agent to enroll Groups/Purchasers in HF Products. In all years subsequent to the initial term of this Agreement, commission paid to Agent in the month of February will be offset by the amount(s) of the renewal Agent Appointment Fee(s), as established by the Florida Department of Insurance, calculated for each Agent including Sub-Agents, and paid by Health First. This fee shall cover the preceding calendar year, regardless of the length of time an Agent has been appointed with Health First. The February commission report will show this fee as a line item deduction. In the event the Florida Department of Insurance assesses an additional Appointment Fee due to Agent's negligence (for example, failure to complete continuing education credits), such fee shall be withheld from Agent's next commission payment. Commissions will be forfeited back to the original termination date if negligence exceeds 30 days.
- 7.9.5 Direct Deposit- All Agents appointed with Health First must complete direct deposit documentation for receipt of all commission and bonus payments. Health First will not issue paper checks.
- 7.9.6 Payment in full- Commission paid to Agent/Agency for Services provided hereunder shall constitute payment in full for such Services. Upon such payment, Agent/Agency shall have no further recourse against Health First. Notwithstanding Section 7.3 of this Agreement, failure of Agent to demand from Health First, any payment purportedly owed by Health First to Agent at the time it becomes due and payable shall constitute a waiver for such payment by Agent.
- 7.10 **Recoveries of Overpayment of Commission and Bonus-**
- 7.10.1 Health First hereby reserves the right to recover any commission and/or bonus (a) paid or advanced to Agent in the event of a non-payment of premium; (b) paid to Agent on premiums which are refunded to a Group/Purchaser; (c) paid to Agent when Agent is no longer Agent of Record; (d) determined by audit performed by Health First pursuant to hereof to have been paid in error; (e) determined to be in violation of any local, state or federal law; (f) paid to Agent on Contract(s)/policy(ies) which failed to meet the bonus requirements of the Bonus Program specifics as highlighted in or (g) otherwise determined by Health First to have been paid in error.
- 7.10.2 Agent Shall Reimburse Overpayment- In the event of an overpayment of a commission and or bonus by Health First to Agent, Health First shall recover any such overpayment by withholding future commission, and/or bonus payments to Agent as an offset against such overpayments. Health First's right of offset hereunder shall not serve as the exclusive remedy of Health First for the recovery of overpayments or otherwise.
- 7.10.3 Expenses- Agent shall reimburse Health First for all expenses incurred by Health First, including, but not limited to, collection agency and/or legal fees, if any, to obtain reimbursement of the overpayment from the Agent.
- 7.11 **Commission Payment Review-** Upon receipt, Agent shall review all monthly commission statements for accuracy, omissions or over payments and report any discrepancies within ninety (90) days of the date of the statement to Health First. In the event the Agent fails to report any discrepancy within said ninety (90) day period, the reviewed monthly commission statement shall be deemed accurate.

## ARTICLE 8. INSURANCE

- 8.1 **Agent Liability Insurance**- Agent, at his/her sole cost and expense, shall procure and maintain such policies of general liability, professional liability, and other insurance as shall be necessary to insure Agent and its employees, contractors, agents, shareholders, directors and officers against any claim or claims for damages arising by reason of Agent's performance of or failure to perform any actions hereunder or the use of any property required and provided by Agent hereunder. Agent shall, upon execution of this Agreement and at such times thereafter as Health First may request, furnish certificates of insurance to Health First, evidencing the existence of coverage required by this Article 8, Section 8.1. Agent shall provide Health First with not less than ten (10) days advance written notice of any cancellation, reduction, or other material change in the amount or scope of any coverage(s) required hereunder.

## ARTICLE 9. GENERAL PROVISIONS

- 9.1 **Amendments**- Except as provided in or subject to any applicable Federal or state law, Health First may propose any amendment to this Agreement by giving Agent 30 days advance notice of any amendment. Agent may accept the amendment by either advising Health First of its acceptance, or by taking no action. If Agent objects to the amendment, Agent shall advise Health First within 30 days of the notice, and either (1) this Agreement will terminate 30 days thereafter, or the parties shall during the 30-day period, negotiate in good faith to resolve Agent's objections. If the objections cannot be resolved during the 30-day negotiation period, this Agreement will terminate at the end of said 30 days.
- 9.2 **Applicable Law/Venue**- This Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of Florida. Venue for its enforcement or any action or proceeding based on this Agreement shall only be in Brevard County, Florida.
- 9.3 **Assignment**- Except as provided for herein, this Agreement and the rights, interest and benefits hereunder shall not be assigned, delegated, or transferred in any way, and shall not be subject to execution, attachment or similar process without the prior written consent of both parties. The duties imposed on Agent shall not be subcontracted or delegated without the prior written consent of Health First. Health First shall have the right to assign this Agreement to a subsidiary or affiliate which owns, is owned by, or is under common ownership with, Health First, or to an entity into which Health First is merged or with which Health First is consolidated, or to a purchaser of all or substantially all of the assets of Health First or as part of a corporate reorganization.
- 9.4 **Audit Rights**- Health First, or its designee, shall have the on-going right to audit the books and records maintained by Agent related to this Agreement or Agent's performance hereunder, whether in written or electronic form, and whether located at Agent's site or elsewhere.
- 9.5 **Contracts**- Agent is not authorized to make, alter or discharge contracts for Health First, or waive forfeitures, modify rates, or bind Health First in any way, and is not under any circumstances authorized to renew any premium or to make any endorsements on policies of Health First.
- 9.6 **Entire Agreement**- This Agreement constitutes the entire agreement between the parties and supersedes all prior, contemporaneous and other understandings and agreements between the parties. Specifically, this Agreement terminates any existing Agent and Agency or Broker Agreement between the parties. No oral statement or prior or contemporaneous written material not specifically

mentioned herein shall be of any force or effect and no change in or addition to this Agreement shall be recognized unless evidenced by a writing executed by Health First and Agent, such amendment(s) to become effective on the date stipulated therein.

9.7 **Health First Right of Acceptance or Rejection: Premium Refunds**- Health First shall have the right at all times to reject any application for insurance or to rescind a policy previously issued to a Group/Purchaser and a Group/Purchaser may cancel a policy, all in accordance with the terms of the applicable policy and applicable law. In the event of any such rejection, rescission or cancellation, premium(s) paid by the Group/Purchaser may be refunded, in whole or part, to the Group/Purchaser.

9.8 **HIPAA Compliance**- Agent and Sub-Agent shall have access to Protected Health Information (“PHI”) in connection with completion of Services under this Agreement. Agent and Sub-Agent acknowledge that they have reviewed and agree to be bound by the Health First Terms and Conditions for Business Associates. Such Terms and Conditions for Business Associates are subject to modification by Health First. It is the responsibility and obligation of Agent and Sub-Agent to periodically review the Health First Health Plan Business Associate Terms and Conditions to ensure compliance therewith.

9.9 **Independent Parties**- None of the provisions of this Agreement are intended to create or shall be deemed or construed to create any relationship between the parties hereto other than that of independent contractors.

9.10 **Insurance**- So long as this Agreement is in effect, Agent shall procure and maintain insurance insuring Agent and Sub-Agents against any and all liability arising out of the performance of professional services or caused by any errors, omissions or negligent acts for which Agent and Sub-Agent may be held legally liable. Agent shall provide Health First with evidence of such insurance upon request.

9.11 **No Third Party Beneficiary**- This Agreement is intended for the sole and exclusive benefit of the Health First and Agent, and does not confer any benefit upon any person or entity. Except for Health First and Agent and their permitted assigns, no person or entity shall have any right to rely on this Agreement for any purpose.

9.12 **Notices**- Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if personally delivered, e-mailed to the agent e-mail address provided by the Agent, or, if mailed, upon being placed in the United States mail, certified, postage prepaid, addressed as follows:

If to Health First:  
6450 US Highway 1  
Rockledge, Florida 32955  
Attention: VP/Sales & Service


With a copy to:  
Health First, Inc.  
6450 US Highway 1  
Rockledge, Florida 32955  
Attention: General Counsel

If to Agent/Agency:  
The address listed on the signature page hereto

- 9.13 **Severability-** The invalidity or unenforceability of any terms or provisions hereof will in no way affect the validity or enforceability of any other term or provision.
- 9.14 **Waiver-** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as to be construed to be a waiver of any subsequent breach thereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement in Melbourne, Brevard County, Florida, in the date reflected in the Acknowledgement Statement provided under the Agent Appointment Form.

Health First Administrative Plans, Inc.:

by:   
 Jason Alford  
 Vice President, Sales and Business Development

AGENT/Agency: \_\_\_\_\_

DATE: \_\_\_\_\_

**AGENT/AGENCY ACCEPTANCE:** I hereby accept that by completing the Acknowledgement Statement located on the Agent Appointment Form, that I am signing this Agreement electronically. I agree that my electronic signature is the legal equivalent of my manual signature on this Agreement, and I agree that no third-party verification is necessary to validate my electronic signature.

**EFFECTIVE DATE:** The effective date of this contract will be the last date signed by one of the Parties.

I hereby certify that this Agreement, which I have signed, and all forms submitted herewith, have not been altered, modified, or changed by me in any manner, that the information contained therein remains current and valid, and that I agree to be bound by the provisions of the Agreement. I understand that Health First will accept business from me upon completion, execution, and acceptance of the Agent Appointment online application, a copy of my current life and health license, a copy of my E&O coverage, and a fully executed copy of this Agreement.

To the extent that this Agreement pertains to a Sub-Agent, the FMO/GA form must be signed and submitted to Health First at the time of the appointment. The FMO/GA accepts all responsibility for the above listed Sub-Agent and sponsors Sub-Agent as an Agent for Health First.

**Exhibit A**

**Health First Health Plans and Florida Hospital Care Advantage  
INDIVIDUAL PRODUCT COMMISSION SCHEDULE**

Health Plans, as the case may be, will compensate Agent as follows for each individual properly enrolled in an Individual insurance plan which Agent is approved and authorized to market and promote.

First year commissions will be paid from the effective date of the policy through the end of the calendar year in which the policy became effective. Renewal commissions will then begin on January 1st of the next calendar year. For example: a policy with a 2/1 effective date will transition from new business to renewal commissions on 1/1 of the following year.

Health Plans may modify or terminate these commission schedules, provided that Health Plans provides Agent with written notice of such decision thirty (30) days before the effective date of such modification.

Commissions will be paid according to the following schedule	
First Year – New Business	6%
Renewal Years	3%

Commissions will be distributed on a monthly basis. Commissions are calculated and paid on:

1. Collection of full policy premium (i.e., the member’s monthly premium contribution amount plus the applicable Advanced Premium Tax Credits (APTC) Be in compliance with all provisions of the Agent Agreement.

**Exhibit B**

**Health First Health Plans and Florida Hospital Care Advantage  
GROUP HF PRODUCTS COMMISSION SCHEDULE**

Commission will be paid according to the following schedule:	
1-3 enrolled subscribers:	1% of monthly premium
4-50 enrolled subscribers:	6% of monthly premium
51+ enrolled subscribers:	Negotiated



## Exhibit C

### **Health First Delegation Oversight for Medicare and QHP Brokers**

WHEREAS, CMS requires that specific terms and conditions be incorporated into the agreement between a Medicare Advantage Organization/Qualified Health Plan Delegated Entity's and First Tier Entity, Downstream, and Related Entities to comply with the Medicare laws, federal regulations, and CMS instructions, including, but not limited to, the Medicare Prescription Drug, Improvement and Modernization Act of 2003, Pub. L. No. 108-173, 117 Stat. 2066 ("MMA"); and

WHEREAS, except as provided herein, all other provisions of the Agreement not inconsistent herein shall remain in full force and effect. This Amendment shall supersede and replace any inconsistent provisions to such Agreement; to ensure compliance with required CMS provisions, and shall continue concurrently with the term of such Agreement.

NOW, THEREFORE, in consideration of the applicable premises, the parties hereto have further mutually covenanted and agreed as follows:

#### Definitions:

Centers for Medicare and Medicaid Services ("CMS"): the agency within the Department of Health and Human Services that administers the Medicare program.

Completion of Audit: completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a QHP Issuer/Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.

Delegated Entity: any party, including an agent or broker that enters into an agreement with a QHP Issuer to provide administrative services or health care services to qualified individuals and their dependents.

Downstream Entity: any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the MA benefit, below the level of the arrangement between an QHP Issuer/MA organization (or applicant) and a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

Final Contract Period: the final term of the contract between CMS and the QHP Issuer/Medicare Advantage Organization.

First Tier Entity: any party that enters into a written arrangement, acceptable to CMS, with an QHP Issuer/MA organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program.

Medicare Advantage ("MA"): an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

Medicare Advantage Organization ("MA organization"): a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements. When used in sections one (1) through six (6) below, MA organization will jointly reference Customer's Medicare and QHP lines of business.

Member or Enrollee: a Medicare Advantage eligible individual who has enrolled in or elected coverage through a Medicare Advantage Organization; alternately, a qualified individual enrolled in a QHP.

QHP Issuer: means a health insurance company, insurance service, or insurance organization (including an HMO) that is required to be licensed to engage in the business of insurance in a State and that is subject to State law that regulates insurance; and that has in effect a certification that it meets the standards described in subpart C of part 156 issued or recognized by each Exchange through which such plan is offered.

Provider: (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

Related entity: any entity that is related to the QHP Issuer/MA organization by common ownership or control and (1) performs some of the QHP Issuer/MA organization's management functions under contract or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to the MA organization at a cost of more than \$2,500 during a contract period.

#### Required Provisions:

Agency agrees to the following:

1. HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the delegated entity, first tier, downstream, and entities related to CMS' contract with Health First, (hereinafter, "MA organization") through 10 years from the final date of the final contract period of the contract entered into between CMS and the MA organization or from the date of completion of any audit, whichever is later. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)]
2. Agency will comply with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118]
3. Enrollees will not be held liable for payment of any fees that are the legal obligation of the MA organization. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
4. Any services or other activity performed in accordance with a contract or written agreement by Agency are consistent and comply with the MA organization's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)]
5. Agency and any related entity, contractor or subcontractor will comply with all applicable federal, state, and Medicare specific laws, as well as regulations and CMS instructions. [42 C.F.R. §§ 422.504(i)(4)(v)]

6. If any of the MA organization's activities or responsibilities under its contract with CMS are delegated to any first tier, downstream and related entity:

(i) The delegated activities and reporting responsibilities are specified as follows (the "Services"): Broker Services.

(ii) CMS and the MA organization reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where CMS or the MA organization determine that such parties have not performed satisfactorily.

(iii) The MA organization will monitor the performance of the parties on an ongoing basis.

(iv) If the MA organization delegates the selection of providers, contractors, or subcontractor, the MA organization retains the right to approve, suspend, or terminate any such arrangement. [42 C.F.R. §§ 422.504(i)(4) and (5)], [45 C.F.R. § 156.340)]

In the event of a conflict between the terms and conditions above and the terms of a related agreement, the terms above control.