

INSTRUCTIONS

To insure proper commission payment, please complete and return the following requirements:

- Agent Profile
- Golden West Agent Service Agreement
- Business Associate Agreement
- Copy of current L&D license
- UNICARE Agent/Agency Appointment Form
- Copy of Errors & Omissions insurance face page
- W9 Form

Return all requirements to: Golden West Dental & Vision
 Attn: Marketing Department
 PO Box 5347
 Oxnard, CA 93031-5347

AGENT PROFILE

Please Type or Print

Agent Name:			
Business/Firm Name:			
Street Address	City	State	Zip Code
Mailing Address (if different than above)	City	State	Zip Code
Phone:	Fax:		
Pay commissions to: (Check appropriate box)			
<input type="checkbox"/> Agent		<input type="checkbox"/> Business/Firm	
Social Security #:	<input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>	Tax ID #:	<input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Life & Disability License #:	License Expiration Date:		

Additional information (optional):

E-Mail Address:	Web Site Address:
<input type="checkbox"/> I am interested in adding Golden West's products to my web site. <input type="checkbox"/> I am interested in setting up a web site link to Golden West's web site.	

For Golden West Administrative Use Only	
Agent Code	Effective Date

Appointing Party	
Agent Code	Effective Date

AGENT SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into effective as of the date set forth in the last paragraph of this agreement ("Effective Date"), between Golden West Health Plan, Inc./SmileChoice ("Plan") and the other party named signing this agreement ("Agent").

WHEREAS, Plan operates a dental & vision care service plan licensed under the Knox-Keene Health Care Service Plan Act of 1975 ("Knox-Keene Act") pursuant to which Plan contracts with groups and individuals to provide certain dental benefits to such groups and individuals ("Plan Agreement(s)").

WHEREAS, Plan desires to secure the services of Agent to assist in contracting with groups and individuals for enrollment in the Plan's dental care programs ("Programs").

WHEREAS, Agent desires to provide such services.

NOW, THEREFORE, the parties agree as follows:

I. OBLIGATIONS OF AGENT

- 1.1 Solicitation and Remittance of Premiums:** Agent shall, on behalf of Plan, solicit groups and individuals in an effort to enroll such groups and individuals in Plan's Programs. Agent shall have no authority to execute Plan Agreements on behalf of Plan. Agent shall promptly submit to Plan the originals of all Plan Agreements executed by groups or individuals. Agent shall inform all groups and individuals who execute Plan Agreements to submit premiums directly to Plan unless otherwise agreed by Plan and Agent. Agent shall immediately, and in no event later than the next business day, transmit to Plan any premiums received by Agent.
- 1.2 Knox-Keene Requirements:** Agent shall comply with all laws and regulations under the Knox-Keene Act applicable to agents and solicitors as may be in effect from time to time including, without limitation, the following:
- (a) Agent shall not distribute any written documentation that has not been approved by or provided by Plan.
 - (b) Agent shall not make any statement that is untrue, misleading, or deceptive or make any representations about coverage offered by the Plan or its Programs that do not conform to fact.
 - (c) Agent shall not offer or pay any remuneration or rebate of premium, whether directly or indirectly, to induce a group or individual to purchase a Plan Program.
 - (d) Agent shall, when presenting any Plan Agreement for examination by a group or individual, provide such group or individual with a copy of complete disclosure forms and marketing and enrollment materials. Plan shall provide blank disclosure forms to Agent.
 - (e) All funds received by Agent for the account of the Plan shall at all times be segregated from the assets of Agent and shall be promptly deposited to a trust account in a state or federal bank authorized to do business in California and insured by an appropriate federal insuring agency no later than the business day following receipt by Agent.
 - (f) All funds received by Agent for the account of Plan shall be transmitted to the Plan within five business days after such funds are received by Agent.
 - (g) Agent shall comply and shall cause its principal persons and employees to comply with all applicable provisions of the Knox-Keene Act and the regulations thereunder.
 - (h) Agent shall notify the Plan of the institution of any disciplinary proceedings against Agent or against any of its principal persons or employees relating to any license issued to any such person by the California Insurance Commissioner.

- (i) Agent shall accept funds only in the form of checks payable to Plan and shall forward such checks to the Plan by the close of the next business day.
 - (j) Agent shall not permit any principal person or employee of Agent to maintain an account with a financial institution for funds of the Plan, subscribers or subscriber groups except an account, which is in the name of and is under the control of the Plan.
- 1.3 **Modification to Plan Agreements:** Agent shall not, and shall have no authority to, alter any Plan Agreement or other Plan document including, without limitation, extending the time for paying premiums or waiving any term or provision of a Plan Agreement, without the express prior written consent of Plan.

II. **COMPENSATION**

- 2.1 **Monthly Commissions:** Plan shall pay to Agent monthly commissions ("Commissions") in an amount equal to the percentage(s) of premiums paid pursuant to plan Agreements procured by Agent as set forth in Agent Commission Schedule attached hereto and made part of this Agreement.
- 2.2 **Changes to Commission Structure:** Plan may change the rate of Commissions set forth in Agent Commission Schedule upon prior written notice to Agent and such change shall be effective on the date of such notice or any later date specified in the notice. Plan shall pay Agent Commissions only on premiums actually received by Plan. Commissions shall accrue and be payable to Agent by Plan during the term of this Agreement so long as Agent remains agent of record for a group or individual with a Plan Agreement, as determined by Plan.
- 2.3 **Payment of Commissions:** Plan shall calculate the amount of Commissions due and owing to Agent by Plan on a monthly basis. Any commissions accruing hereunder shall be payable in the month following the month of receipt of the premium by Plan. Notwithstanding any other provision of this Agreement to the contrary, Plan shall not make payments to Agent for any month in which the Commissions to Agent total less than One Dollar (\$1.00) until such time that the aggregate totals \$1.00. Agent shall have forty-five (45) days from Agent's receipt of a Commission payment during which to challenge the amount of such payment. Agent shall have forty-five (45) days from the due date of a Commission payment during which to challenge any non-payment of a Commission. If Agent does not challenge the amount of a Commission payment or the non-payment of a Commission within such forty-five (45) day period, Agent shall be deemed to have accepted the payment as payment in full of all Commissions owed to Agent by Plan for such payment and to have waived any right to challenge such amount of non-payment, as applicable, at a later date.
- 2.4 **Refunds:** In the event Plan, for any reason, refunds to any group or individual any premium for any Plan Agreement under this Agreement, the Agent shall refund to Plan, upon demand of Plan, any Commission received by Agent on such premium. Plan may offset the amount of any amounts owed by Agent to Plan under Section 2.3 against any amounts payable to Agent by Plan under this Agreement.

III. **TERM AND TERMINATIONS**

- 3.1 This Agreement shall be effective on the Effective Date and shall continue until terminated by either party in accordance with the provisions of this Agreement. This Agreement may be terminated by either party, without cause, upon thirty (30) days' prior written notice to the other party. Notwithstanding the foregoing, this Agreement may be terminated immediately by Plan upon the failure of Agent to comply with any provision of this Agreement. If Plan terminates this Agreement based on the failure of Agent to comply with any provision of the Agreement, Plan may in its sole discretion cease all Commission payments to Agent. If Plan terminates this Agreement without cause, Plan shall continue Commission payments to Agent so long as Agent remains agent of record for a group or individual with a Plan Agreement, as determined by Plan.

IV. **GENERAL PROVISIONS**

- 4.1 This Agreement permits the Agent to procure and submit to Plan applications for products offered by Plan. The Agent, acting as an independent contractor and not as an employee of Plan, is solely responsible for his/her actions. The Agent agrees to comply with the laws and rules of the State in which he/she transacts business.
- 4.2 Plan reserves the right to change the Agent Commission Schedule thereafter and to determine service fees for types of Plans not herein mentioned.

- 4.3 **Assignment:** Agent may not assign any rights or delegate any duties under this Agreement without the express prior written consent of Plan. Any unauthorized attempt to assign the Agreement by Agent shall constitute a breach of this Agreement by Agent and shall be null and void and of no force or effect.
- 4.4 **Entire Agreement:** There are no other agreements or understandings, written or oral, between the parties, regarding the subject matter of this Agreement other than as set forth in this Agreement.
- 4.5 **Amendments:** Except as otherwise provided in this Agreement, Plan may amend this Agreement at any time upon providing Agent thirty (30) days prior written notice.
- 4.6 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 4.7 **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of such counterparts shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of _____, 20_____.

Sub-Agent

Please print name (as it appears on your Department of Insurance License)	
Sub-Agent Signature (as it appears on your Department of Insurance License)	Date
X	

Golden West Dental & Vision Regional Sales Manager

Please print name	
Signature	Date
X	

Agent's Agency

Please print name (as it appears on your Department of Insurance License)	
Agent's Signature (as it appears on your Department of Insurance License)	Date
X	



Michael Walsh
President Wellpoint Dental

Effective Date (to be completed by Golden West Dental & Vision)

BUSINESS ASSOCIATE AGREEMENT

This agreement ("Agreement") is effective on the date executed by Business Associate and is between the Brokerage/Broker/Agency/Agent named in the execution process of this Agreement ("Business Associate") and Golden West Health Plan, Inc. and its affiliated companies who are Covered Entities or Business Associates and who have a business relationship with Business Associate, if any (hereinafter collectively "Company"). The purpose of this Agreement is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64), any applicable state privacy laws, any applicable state security laws, any applicable implementing regulations issued by the Insurance Commissioner or other regulatory authority having jurisdiction and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates. Business Associate recognizes and agrees it is obligated by law to meet the applicable provisions of the HITECH Act.

All capitalized terms in this Agreement that are not defined in this Agreement will have the meaning ascribed to those terms by 45 C.F.R. Parts 160-164, or applicable insurance regulations that are applicable to Company's relationship with Business Associate.

A. Privacy of Protected Health Information and Nonpublic Personal Financial Information.

1. **Permitted and Required Uses and Disclosures.** Business Associate is permitted or required to Use or disclose Protected Health Information ("PHI") it requests, creates or receives for or from Company (or another business associate of Company) only as follows:
 - a) **Functions and Activities on Company's Behalf.** Business Associate is permitted to request, Use and disclose PHI it creates or receives for or from Company (or another business associate of Company), consistent with the Privacy Rule and the HITECH Act, only as described in this Agreement, or other agreements during their term that may exist between Company and Business Associate.
 - b) **Business Associate's Operations.** Business Associate may Use PHI it creates or receives for or from Company as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:
 - (i) The Disclosure is Required by Law; or
 - (ii) Business Associate obtains reasonable assurance evidenced by written contract, from any person or organization to which Business Associate will disclose such PHI that the person or organization will:
 - a. Hold such PHI in confidence and Use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as Required by Law; and
 - b. Notify Business Associate (who will in turn promptly notify Company) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
 - c) **Data Aggregation Services.** If specifically directed by the Company, the Business Associate will provide Data Aggregation services relating to the Health Care Operations of the Company.

- d) Minimum Necessary and Limited Data Set. In any instance when Business Associate Uses, requests or discloses PHI under this Agreement or in accordance with other agreements that exist between Company and Business Associate, Business Associate shall utilize a Limited Data Set, if practicable. Otherwise, Business Associate may Use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose, except that Business Associate will not be obligated to comply with this minimum necessary limitation with respect to:
- (i) Disclosure to or request by a Health Care Provider for Treatment;
 - (ii) Use for or Disclosure to an Individual who is the subject of Company's PHI, or that Individual's Personal Representative;
 - (iii) Use or Disclosure made pursuant to an authorization compliant with 45 C.F.R. §164.508 that is signed by an Individual who is the subject of Company's PHI to be used or disclosed, or by that Individual's Personal Representative;
 - (iv) Disclosure to the United States Department of Health and Human Services ("HHS") in accordance with Section C(5) of this Agreement;
 - (v) Use or Disclosure that is Required by Law; or
 - (vi) Any other Use or Disclosure that is excepted from the Minimum Necessary limitation as specified in 45 C.F.R. §164.502(b)(2).
- e) Use by Workforce. Business Associate shall advise members of its workforce of their obligations to protect and safeguard PHI. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of this Agreement.

2. **Prohibitions on Unauthorized Requests, Use or Disclosure.**

- a) Business Associate will neither Use nor disclose Company's PHI it creates or receives from Company or from another Business Associate of Company, except as permitted or required by this Agreement or as Required by Law or as otherwise permitted in writing by Company. This Agreement does not authorize Business Associate to request, Use, disclose, maintain or transmit PHI in a manner that will violate 45 C.F.R. Parts 160-164.
- b) Business Associate will not develop any list, description or other grouping of Individuals using PHI received from or on behalf of Company, except as permitted by this Agreement or in writing by Company. Business Associate will not request, Use or disclose any list, description or other grouping of Individuals that is derived using such PHI, except as permitted by this Agreement or in writing by Company.

3. **Sub-Contractors and Agents.** Business Associate will require any of its subcontractors and agents to provide reasonable assurance, evidenced by written contract, that subcontractor or agent will comply with the same privacy and security obligations as Business Associate with respect to such PHI, including the obligations described in Section 4 herein.

4. **Information Safeguards.** Business Associate must implement, maintain and use a written information security program that contains the necessary administrative, technical and physical safeguards that are appropriate in light of the Business Associate's size and complexity in order to achieve the safeguarding objectives as detailed in Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 C.F.R. Part 164.530(c), the HITECH Act and any other implementing regulations issued by the U.S. Department of Health and Human Services, as such may be amended from time to time and as required by the WellPoint Information Security Program. Business Associate shall notify Company should Business Associate determine it is unable to comply with any such law, regulation or official guidance. Further, Business Associate shall comply with any applicable state data security law. In furtherance of compliance with such requirements, Business Associate shall:

1. Maintain a privacy policy and procedure for Business Associate's organization, which must identify an officer of the organization that is responsible for enforcement.
2. All employees of Business Associate that handle or access PHI must undergo ongoing training regarding the safeguarding of PHI.
3. Ensure that any third party that Business Associate contracts with or relies upon for the provision of services to WellPoint also maintains a framework for compliance with the HIPAA Privacy and Security rules.
4. Implement a contingency plan for responding to emergencies and/or disruptions in your business, to ensure, to the extent reasonable, that services provided to WellPoint are not interrupted and the integrity and safety of all PHI is maintained.
5. Establish and implement a data back up program that ensures Business Associates' ability to provide Company with retrievable, exact copies of PHI, upon Company's request.
6. Maintain and exercise an audit plan to respond to internal and external security threats and violations. The audit plan should document the scope and frequency of audits and the audit procedure.
7. Document how security breaches that are discovered will be addressed.
8. Maintain technology policies and procedures that ensure the protection of PHI on hardware and software utilized by Business Associate.
9. Maintain all PHI received or created in paper form in a secure location with restricted access.
10. Utilize encryption for the electronic transmission of PHI to Company and/or to any other third party, as directed by Company or as required for the provision of services to Company.
11. To the extent that Business Associate stores, processes and/or transmits cardholder data (e.g., credit card numbers and other related information, as such term is defined by the Payment Card Industry, (PCI) Data Security Standards), Business Associate shall comply with all PCI Data Security Standards.

Business Associate shall provide Company with information concerning the aforementioned safeguards and/or other information security practices as they pertain to the protection of Company's PHI, as Company may from time to time request. Upon reasonable advance request, Business Associate shall provide WellPoint access to Business Associate's facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the Use and Disclosure of PHI, in order to determine Business Associate's compliance with this Agreement.

B. PHI Access, Amendment and Disclosure Accounting.

1. **Access.** Business Associate will promptly upon Company's request make available to Company or, at Company's direction, to the Individual (or the Individual's Personal Representative) for inspection and obtaining copies any PHI about the Individual which Business Associate created or received for or from Company and that is in Business Associate's custody or control, so that Company may meet its access obligations pursuant to and required by applicable law, including but not limited to 45 C.F.R. 164.524, and where applicable, the HITECH Act. Business Associate shall make such information available in electronic format where directed by the organization.
2. **Amendment.** Business Associate will, upon receipt of notice from Company, promptly amend or permit Company access to amend any portion of the PHI which Business Associate created or received for or from Company, pursuant to and required by applicable law, including but not limited to 45 C.F.R. Part 164.526.

Business Associate will not respond directly to an Individual's request for an amendment of their PHI held in the Business Associate's Designated Record Set. Business Associate will refer the Individual to Company so that Company can coordinate and prepare a timely response to the Individual.

3. **Disclosure Accounting.** So that Company may meet its Disclosure accounting obligations pursuant to and required by applicable law, including but not limited to 45 C.F.R. Part 164.528:

- a) **Disclosure Tracking.** Business Associate will promptly, but no later than within seven (7) days of the Disclosure, report to Company for each Disclosure, not excepted from Disclosure accounting under Section B.3(b) below, that Business Associate makes to Company or a third party of PHI that Business Associate creates or receives for or from Company, (i) the Disclosure date, (ii) the name and (if known) address of the person or entity to whom Business Associate made the Disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the Disclosure (items i-iv, collectively, the “disclosure information”). For repetitive Disclosures Business Associate makes to the same person or entity (including Company) for a single purpose, Business Associate may provide (x) the disclosure information for the first of these repetitive Disclosures, (y) the frequency, periodicity or number of these repetitive Disclosures and (z) the date of the last of these repetitive Disclosures. Business Associate further shall provide any additional information, to the extent required by the HITECH Act or any regulation adopted pursuant thereto.
- b) **Exceptions from Disclosure Tracking.** Business Associate need not report Disclosure of information or otherwise account for Disclosures of PHI that this Agreement or Company in writing permits or requires (i) for the purpose of Company’s Treatment activities, Payment activities, or Health Care Operations (except where such recording or accounting is required by the HITECH Act), and as of the effective dates for any such requirements, (ii) to the Individual who is the subject of the PHI disclosed, to that Individual’s Personal Representative or to another person or entity authorized by the Individual (iii) to persons involved in that Individual’s Health Care or Payment for Health Care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, (vi) to Law Enforcement Officials or Correctional Institutions regarding Inmates; or (vii) disclosed in a limited data set.

Business Associate need not report any Disclosure of PHI that was made before April 14, 2003.

- c) Except as provided below in subsection d) below, Business Associate will not respond directly to an Individual’s request for an accounting of Disclosures. Business Associate will refer the Individual to Company so that Company can coordinate and prepare a timely accounting to the Individual.
 - d) **Disclosure through an Electronic Health Record.** However, when Business Associate is contacted directly by an individual based on information provided to the individual by Company, Business Associate shall make the accounting of disclosures available directly to the individual, but only if required by the HITECH Act or any related regulations.
4. **Confidential Communications and Restriction Agreements.** Business Associate will promptly, upon receipt of notice from Company, send an Individual’s communications to the identified alternate address. Business Associate will comply with any agreement Company makes that restricts Use or Disclosure of Company’s PHI pursuant to 45 C.F.R. §164.522(a), provided that Company notifies Business Associate in writing of the restriction obligations that Business Associate must follow. Company will promptly notify Business Associate in writing of the termination or modification of any confidential communication requirement or restriction agreement.
5. **Disclosure to U.S. Department of Health and Human Services.** Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of PHI received from Company (or created or received by Business Associate on behalf of Company) available to the Secretary of the United States Department of Health and Human Services, for purposes of determining Company’s compliance with 45 C.F.R. Parts 160-164. Unless the Secretary directs otherwise, Business Associate shall promptly notify Company of Business Associate’s receipt of such request, so that Company can assist in compliance with that request.

C. Breach of Privacy and Security Obligations.

1. **Reporting.** Business Associate will report to Company: (i) any Use or Disclosure of PHI (including Security Incidents) not permitted by this Agreement or in writing by Company; (ii) any Security Incident; (iii) any Breach, as defined in the HITECH Act; or (iv) any other breach of a security system, or the like, as such may be defined under applicable state law (collectively a "Breach"). Except as described in subparagraph "e)" below, Business Associate will, without unreasonable delay, but no later than within one business day after Business Associate's discovery of a Breach, make the report by sending a report to Business Associate's assigned service support unit or by such other reasonable means of reporting as may be communicated to Business Associate by Company, after Business Associate discovers such Breach. Business Associate shall cooperate with Company in investigating the Breach and in meeting Company's obligations under the HITECH Act, and any other security breach notification laws or regulatory obligations.
 - a) **Report Contents.** To the extent such information is available Business Associate's report will at least:
 - (i) Identify the nature of the non-permitted or prohibited access, Use or Disclosure, including the date of the Breach and the date of discovery of the Breach;
 - (ii) Identify the PHI accessed, used or disclosed, and provide an exact copy or replication of the PHI, as appropriate, in a format reasonably requested by Company, and to the extent available;
 - (iii) Identify who caused the Breach and who received the PHI;
 - (iv) Identify what corrective action Business Associate took or will take to prevent further Breaches;
 - (v) Identify what Business Associate did or will do to mitigate any deleterious effect of the Breach; and
 - (vi) Provide such other information, including a written report, as Company may reasonably request.
 - b) **Examples of Security Incidents.** Company requires prompt notification from Business Associate if Business Associate experiences any Security Incidents that impact the confidentiality, integrity or availability of Company data or information systems. Below are some examples:
 - (i) Business Associate's information systems are exposed to malicious code, such as a virus or worm, and such code could be transmitted to Company data or systems.
 - (ii) Unauthorized access is granted or obtained to servers or workstations that contain Company data or Business Associate discovers that Company data is being used, copied, or destroyed inappropriately.
 - (iii) Business Associate experiences an attack or the compromise of a server or workstation containing Company information requiring that it be taken offline.
 - (iv) Unauthorized access or disclosure has occurred involving Protected Health Information, which is an obligation under the HIPAA Privacy Rule.
 - c) **Unsuccessful Security Incidents.** Except as noted in C. 1 (e) below, the parties acknowledge and agree that this section constitutes notice by Business Associate to Company of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Company shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on

Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

- d) Breach of Unsecured Protected Health Information. A Breach of Unsecured Protected Health Information includes any Breach as defined in the HITECH act or regulations adopted pursuant thereto.
 - e) Medicare Vendor Reporting Requirements –To the extent that Business Associate is subject to any Center for Medicare and Medicaid (“CMS”) incident reporting requirements (including applicable timeframes for such reporting) as detailed in the services agreement between Company and Business Associate (including any amendments, exhibits or addenda), Business Associate shall comply with all such reporting requirements, in addition to those imposed hereby.
2. **Breach.** Without limiting the rights of the parties elsewhere set forth in the Agreement or available under applicable law, if Business Associate breaches its obligations under this Agreement, Company may, at its option:
- a) Exercise any of its rights of access and inspection under paragraph 4 of section A of this Agreement
 - b) Require Business Associate to submit to a plan of monitoring and reporting, as Company may determine appropriate to maintain compliance with this Agreement and Company shall retain the right to report to the Secretary of HHS any failure by Business Associate to comply with such monitoring and reporting; or
 - c) Immediately and unilaterally, terminate the Agreement, without penalty to Company or recourse to Business Associate, and with or without an opportunity to cure the breach. Company's remedies under this Section and set forth elsewhere in this Agreement or in any other agreement between the parties shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If for any reason Company determines that Business Associate has breached the terms of this Agreement and such breach has not been cured, but Company determines that termination of the Agreement is not feasible, Organization may report such breach to the U.S. Department of Health and Human Services.
3. **Mitigation.** Business Associate agrees to mitigate to the extent practicable, any harmful effect that is known to Business Associate of any security incident related to PHI or any use or disclosure of PHI by Business Associate in violation of the requirements of this BA Agreement. To the extent Company incurs any expense Company reasonably determines to be necessary to mitigate any Breach or any other non-permitted use or disclosure of Individually Identifiable Information, Business Associate shall reimburse Company for such expense.

D. Compliance with Standard Transactions.

- 1. If Business Associate conducts in whole or part Standard Transactions, for or on behalf of Company, Business Associate will comply, and will require any subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162 for which HHS has established Standards. Business Associate will comply by a mutually agreed date, but no later than the date for compliance with all applicable final regulations, and will require any subcontractor or agent involved with the conduct of such Standard Transactions, to comply, with each applicable requirement of the Transaction Rule 45 C.F. R. Part 162. Business Associate agrees to demonstrate compliance with the Transactions by allowing Company to test the Transactions and content requirements upon a mutually agreeable date.

Business Associate will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Company that:

- a) Changes the definition, data condition or use of a data element or segment in a Standard Transaction.
 - b) Adds any data elements or segments to the maximum defined data set;
 - c) Uses any code or data element that is marked "not used" in the Standard Transaction's Implementation Specification or is not in the Standard Transaction's Implementation Specification; or
 - d) Changes the meaning or intent of the Standard Transaction's Implementation Specification.
2. **Concurrence for Test Modification to Standard Transactions.** Business Associate agrees and understands that there exists the possibility that Company or others may request from HHS an exception from the uses of a Standard in the HHS Transaction Standards. If this request is granted by HHS, Business Associate agrees that it will participate in such test modification.
 3. **Incorporation of Modifications to Standard Transactions** Business Associate agrees and understands that from time-to-time, HHS may modify and set compliance dates for the Transaction Standards. Business Associate agrees to incorporate by reference into this Agreement any such modifications or changes.
 4. **Code Set Retention (Only for Plans).** Both parties understand and agree to keep open code sets being processed or used in the Agreement for at least the current billing period or any appeal period, whichever is longer.
 5. **Guidelines and Requirements.** Business Associate further agrees to comply with any guidelines or requirements adopted by Company consistent with the requirements of HIPAA and any regulations promulgated thereunder, governing the exchange of information between Business Associate and the Company.

E. Obligations upon Termination.

1. **Return or Destruction.** Upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate will if feasible return to Company or destroy all PHI, in whatever form or medium (including in any electronic medium under Business Associate's custody or control), that Business Associate created or received for or from Company, including all copies of and any data or compilations derived from and allowing identification of any Individual who is a subject of the PHI. Business Associate will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. Business Associate will identify any PHI that Business Associate created or received for or from Company that cannot feasibly be returned to Company or destroyed, and will limit its further Use or Disclosure of that PHI to those purposes that make return or destruction of that PHI infeasible and will otherwise continue to protect the security any PHI that is maintained pursuant to the security provisions of this Agreement for so long as the PHI is maintained. Within such 30 days, Business Associate will certify in writing to Company that such return or destruction has been completed, will deliver to Company the identification of any PHI for which return or destruction is infeasible and, for that PHI, will certify that it will only Use or disclose such PHI for those purposes that make return or destruction infeasible.

2. **Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and security of the PHI it created or received for or from Company will be continuous and survive termination, cancellation, expiration or other conclusion of this Agreement, so long as the data is maintained.

F. General Provisions.

1. **Definitions.** The capitalized terms in this Agreement have the meanings set out in 45 C.F.R. Parts 160-164, as it may be amended from time to time. As of the execution date of this Agreement, the following are some of the relevant definitions set out in the Code of Federal Regulations.
 - a) Disclosure means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.
 - b) Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines. Private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
 - c) Individual means the person who is the subject of Protected Health Information.
 - d) Individually Identifiable Health Information means information that is a subset of Protected Health Information, including demographic information collected from an Individual; and:
 - (i) is created or received by a Health Care Provider, Health Plan, Employer, or Health Care Clearinghouse; and
 - (ii) relates to the past, present or future physical or mental health condition of an Individual; the provision of Health Care to an Individual; or the past, present, or future payment for the provision of Health Care to an Individual; and
 - a) that identifies the Individual; or
 - b) with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.
 - e) Protected Health Information ("PHI") means any information without regard to its form or medium, gathered by Business Associate in connection with Business Associate's relationship with Covered Entity that identifies an individual or that otherwise would be defined as Protected Health Information under HIPAA. :
 - f) Security Incident means an attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system, involving Protected Health Information that is created, received maintained or transmitted by or on behalf of Company in electronic form.
 - g) Use means, with respect to Individually Identifiable Health Information, the sharing, employment, application, utilization, examination, or analysis of such information with an entity that maintains such information.


2. **Amendment.** From time to time local, state or federal legislative bodies, boards, departments or agencies may enact or issue laws, rules, or regulations pertinent this Agreement. In such event, Business Associate agrees to immediately abide by all said pertinent laws, rules, or regulations and to cooperate with Company to carry out any responsibilities placed upon Company or Business Associate by said laws, rules, or regulations.
3. **Conflicts.** The terms and conditions of this Agreement will override and control any conflicting term or condition of any other agreement between the parties with respect to the subject matter herein. All non-conflicting terms and conditions of the said other agreement(s) remain in full force and effect.
4. **Owner of PHI.** Company is the exclusive owner of PHI generated or used under the terms of the Agreement.
5. **Subpoenas.** Business Associates agrees to relinquish to Company control over subpoenas Business Associates receives with regard to PHI belonging to Company.
6. **Disclosure of De-identified Data.** The process of converting PHI to De-identified Data (DID) is set forth in 45 C.F.R Part 164.514. In the event that Company provides Business Associate with DID, Business Associate shall not be given access to, nor shall Business Associate attempt to develop on its own, any keys or codes that can be used to re-identify the data. Business Associate shall only use DID as directed by Company.
7. **Creation of De-identified Data.** In the event Business Associate wishes to convert PHI to DID, it must first subject its proposed plan for accomplishing the conversion to Company for Company's approval, which shall not be unreasonably withheld provided such conversion meets the requirements of 45 C.F.R. Part 164.514. Business Associate may only use DID as directed or otherwise agreed to by Company.
8. **Assignment/Subcontract.** Company shall have the right to review and approve any proposed assignment or subcontracting of Business Associate's duties and responsibilities arising under the Agreement, as it relates to the Use or creation of PHI (or DID if applicable).
9. **Audit.** Company shall have the right to audit and monitor all applicable activities and records of Business Associate to determine Business Associate's compliance with the requirements relating to the creation or Use of PHI [and DID, if applicable] as it relates to the privacy and security sections of this Agreement.
10. **Intent.** The parties agree that there are no intended third party beneficiaries under this Agreement.
11. **Branding.** Business Associate understands and agrees that Business Associate may not use the WellPoint name or brand with the Blue names or brands in the implementation of this Agreement
12. **Indemnity.** Business Associate will indemnify and hold harmless Company and any Company affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement by Business Associate or any subcontractor, agent, person or entity under Business Associate's control.
 - a) Right to Tender or Undertake Defense. If Company is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement by Business Associate or any subcontractor, agent, person or entity under Business Associate's control, Company will have the option at any time either (i) to tender its defense to Business Associate, in which case

Business Associate will provide qualified attorneys, consultants and other appropriate professionals to represent Company's interests at Business Associate's expense, or (ii) undertake its own defense, choosing the attorneys, consultants and other appropriate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants and other professionals.

- b) Right to Control Resolution. Company will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that Company may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify Company under Section F.11 of this Agreement.

This agreement is between the Business Associate and the Company. The signature below acknowledges each party's acceptance of the Business Associate Agreement form number BKR0003, Revision October 2009. The parties acknowledge and agree that (i) the signature provided by the parties shall be enforceable, and (ii) these documents shall constitute "original" documents when printed from electronic files and records established and maintained by either party in the normal course of business.

IN WITNESS WHEREOF, the Business Associate and the Company, through their authorized representatives, execute this Agreement in multiple originals, all of which together shall constitute one and the same instrument, to be effective as of the date signed by the Business Associate below:

	Golden West Health Plan, Inc. on behalf of its affiliates
Name of Business Associate	Name of Company
Tax ID:	
<i>I understand that by signing below will have a legally binding effect on me or the agency on whose behalf I am signing.</i>	Michael Walsh President Wellpoint Dental
Signature	
Printed Name	
Title	
Date	



Agent/Agency Agreement and Application for Appointment

UNICARE Life & Health Insurance Company

Section 1. Agent/Agency Information (Please Print)

COMPANY NO. 368		MBU Golden West Dental		RSM/SALES REP
PLEASE DESIGNATE STATE IN WHICH YOU ARE REQUESTING APPOINTMENT.		ARE YOU A RESIDENT OF THIS STATE? <input type="checkbox"/> YES <input type="checkbox"/> NO		PLEASE CHECK APPROPRIATE ITEM: <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Please identify)
Full name of Agent or Agency Please note that name and Tax I.D. must correspond. Incorrect information may result in a withholding tax of 31% on commissions.			Federal Employer Identification Number (Tax I.D. Number) OR Social Security Number that corresponds to legal name as provided	
BUSINESS MAILING ADDRESS				
CITY		STATE		ZIP CODE
DATE OF BIRTH	PHONE NO. ()	FAX NO. ()	E-MAIL ADDRESS	
PHYSICAL BUSINESS ADDRESS (If different from business mailing address)				
CITY		STATE		ZIP CODE
RESIDENT MAILING ADDRESS (IF APPLICABLE)				RESIDENT COUNTY
RESIDENT CITY		STATE		ZIP CODE
BENEFICIARY	BENEFICIARY RELATIONSHIP	RESIDENT PHONE NO. ()	RESIDENT FAX NO. ()	

Section 2. Agent Qualifications

1. HAVE YOU EVER BEEN CONVICTED OF A FELONY INVOLVING FRAUD OR DECEIT? <input type="checkbox"/> NO <input type="checkbox"/> YES If yes, explain:
2. HAS YOUR AGENT'S LICENSE EVER BEEN SUSPENDED, REVOKED OR TERMINATED? <input type="checkbox"/> NO <input type="checkbox"/> YES If yes, explain:
3. ARE YOU CURRENTLY INVOLVED IN AN INSURANCE DEPARTMENT HEARING? <input type="checkbox"/> NO <input type="checkbox"/> YES If yes, explain:
4. DO YOU HAVE ERRORS AND OMISSIONS COVERAGE? <input type="checkbox"/> NO <input type="checkbox"/> YES Carrier Name: _____ Policy No: _____ Received Date: _____
5. DO YOU UNDERSTAND THAT REQUIREMENTS FOR MAINTAINING YOUR CONTRACT WITH UNICARE INCLUDE COMPANY AVERAGE PERSISTENCY, PROFITABLE LOSS RATIO AND PRODUCTION AS AGREED UPON WITH YOUR REGIONAL SALES MANAGER? (if applicable) <input type="checkbox"/> YES
6. DO YOU WANT YOUR NAME TO APPEAR IN COMPANY PUBLICATIONS? <input type="checkbox"/> NO <input type="checkbox"/> YES
7. I ACKNOWLEDGE THAT I HAVE READ AND WILL ABIDE BY THE UNICARE AGENT CODE OF ETHICS. <input type="checkbox"/> YES

Please Note:

This application cannot be processed unless all questions have been answered.
A copy of your license must be attached to this application.

(CONTINUED ON REVERSE SIDE)

Fair Credit Reporting Act: Public law 91-508 requires that we advise you that a routine inquiry may be made which will provide applicable information concerning character, general reputation, personal characteristics, and mode of living. Upon written request, additional information and scope of the report, if one is made, will be provided.

If an agency is applying, the agency warrants that and certifies that the individual signing on the agency behalf is authorized by the agency to complete and sign this agreement.

I, the undersigned applicant or individual on behalf of an agency applicant agree to the following:

This agreement consists of this Agent/Agency Agreement and Application for Appointment, the attached Terms and Conditions to the Agent Agreement, and attached commission schedule(s).

I acknowledge that I have personally read, understood and completed this Agent/Agency Agreement and Application for Appointment, the attached Agent Agreement Terms and Conditions, and attached Commission Schedule(s) in its entirety. I agree to all terms and conditions.

I hereby authorize UNICARE and/or its agents to make independent investigation of my background, references, character, past employment, education, criminal or police records including those maintained by both public and private organizations and all public records for the purpose of confirming the information contained on my Application and/or obtaining other information which may be material for my qualification(s) for appointment.

I release UNICARE and/or its agents and any person or entity, which provides information pursuant to this authorization from any and all liabilities, claims, or lawsuits in regards to the information obtained from any and all of the above referenced sources used.

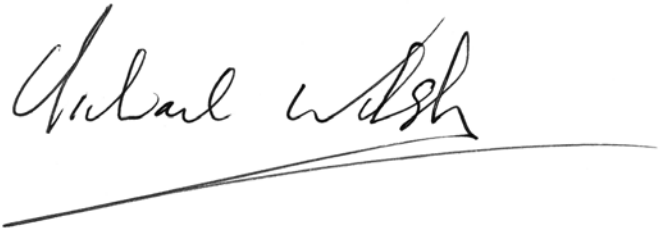
I certify that all information that I have provided is true and correct to the best of my knowledge.

This Agreement is between the party listed as agent (below) and UNICARE Life & Health Insurance Company.

For Kentucky and Ohio Applicants only (required statewide background investigation information)		
MAIDEN NAME OR OTHER NAMES USED	DRIVER'S LICENSE NUMBER	STATE OF LICENSE
Previous address if you have lived at your current address for less than 2 years.	CITY	STATE HOW LONG?
RACE-	SEX-	DATE OF BIRTH-

* NOTE: The above information is required for identification purposes only, and is in no manner used as qualifications for agent appointment. UNICARE is an equal opportunity employer and does not discriminate on the basis of Sex, Race, Religion, Age (40 and over), Handicap or National origin.

Agent		UNICARE Roninnal Salps Manaapr	
Please print name (as it appears on your Department of Insurance License)		Please print name	
Agent Signature (as it appears on your Department of Insurance License)	Date	Signature	Date
X		X	



Michael Walsh
President WellPoint Dental

Effective Date (to be completed by UNICARE)

Under this agreement, and subject to all terms thereof, Agent is authorized to solicit applications for insurance from members of the general public for only those products specified herein written by UNICARE Life & Health Insurance Company.

ARTICLE I—TERM AND TERMINATION

- 1.1 This agreement shall become effective following execution by Agent and a duly authorized representative of UNICARE and on the date indicated as the effective date of this Agreement as indicated on the Agent/Agency Agreement and Application for Appointment and shall continue in effect until terminated as provided below.
- 1.2 Termination and Modification: This Agreement may be terminated without cause at any time by Agent or any UNICARE Entity by either party giving 30 days prior written notice thereof to the other party. The effective date of termination shall be the first day of the month following the 30 day notice period unless said notice specifies a later date. Any UNICARE Entity may modify this agreement upon 30 days prior written notification, but any such modification shall not affect Agent's rights in connection with business written with effective dates prior to the effective date of modification of this Agreement.
- 1.3 Termination for Cause: Any UNICARE Entity may terminate this Agreement immediately upon written notice to Agent at any time for Agent's material failure to comply with any provision of this Agreement (including any amendments), commission of fraud, dishonesty, breach of any fiduciary duty or if the agent commits any criminal act related to the conduct of UNICARE business. Agent's failure to comply with any provision of this Agreement shall, unless otherwise specifically provided, be material if UNICARE determines that such failure affects Agent's ability to perform under this Agreement. Termination for cause shall not be UNICARE's exclusive remedy, but shall be cumulative with all other remedies available by law or in equity. A failure to terminate this Agreement for cause shall not be waiver of the right to do so with respect to any past, current or future default.
 - b. Maintaining a working and current knowledge of UNICARE products and the ability to explain the benefits and or coverages.
- 2.3 Agent agrees to maintain such license as is necessary to transact business on behalf of each UNICARE Entity. Agent further agrees to notify each UNICARE Entity immediately of any expiration, termination, suspension or other action by the Department of Insurance, or any other governmental agency affecting said license(s). By entering into this Agreement, Agent represents that the license(s) of Agent has not previously been subject to suspension, termination or other disciplinary action by any governmental authority. By entering into this Agreement, Agent represents that Agent has never been convicted of a felony or a misdemeanor involving fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty. Agent further agrees to notify each UNICARE Entity in writing immediately upon receiving notice of any misdemeanor or felony charges or any actions including but not limited to convictions by any governmental agency for commission of any act involving fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty.
- 2.4 Agent agrees to comply with the rules of each UNICARE Entity relating to the completion and submission of applications, and to make no representation with respect to the benefits of any plan offered by each UNICARE Entity not in conformity with the material prepared and furnished to Agent for that purpose by UNICARE. Agent shall use best efforts to ensure that each application is fully and truthfully completed by the applicant and the completed application fully and accurately reflects and discloses the circumstances, including the health condition, of persons for whom coverage is sought in the application for coverage. Agent further agrees to inform every applicant that UNICARE will rely upon said health representations in the underwriting process, and that the subsequent discovery of material facts known to applicant and either not disclosed or misrepresented on the health statement may result in the rescission of any contract entered into by any UNICARE Entity, and that in no event will the applicant have any coverage unless and until it is reviewed and approved by the UNICARE Entity and a contract is issued, and that the UNICARE Entity may require a written waiver or a higher premium.
- 2.5 Agent is not authorized to, and agrees not to, enter into, alter, deliver or terminate any contract on behalf of any UNICARE Entity, extend the time payment for charges, or

ARTICLE II—OBLIGATIONS OF AGENT

- 2.1 Agent shall use best efforts to solicit from members of the general public application for Individual and Group Insurance identified in the agent commission schedule attached.
- 2.2 Agent will service UNICARE insureds issued through applications submitted by Agent or assigned to Agent by any UNICARE Entity. Such service will include but not be limited to, the following:
 - a. Acting as liaison between the insured and UNICARE if requested by any UNICARE Entity or the insured, and including but not limited to, assisting the insured to

bind any UNICARE Entity in any way without the prior written permission of the effected UNICARE Entity. Agent further agrees that each UNICARE Entity reserves the right to reject any and all applications submitted by Agent.

- 2.6 Funds received by Agent for or on behalf of any UNICARE Entity shall be received and held by Agent in a fiduciary capacity, shall be separately accounted for by UNICARE Entity, shall not be commingled by Agent with personal funds of Agent or other business accounts managed/ owned by Agent, and shall be remitted to the appropriate UNICARE Entity no later than 5 calendar days from the date of receipt.
- 2.7 Forms and Advertising: Agent agrees to use only such material as provided by UNICARE or approved in writing by UNICARE before use (including billing forms, all advertising, promotional materials, reprints and applications). Agent shall not make use of any advertisement or any other material in which the name or logo of any UNICARE Entity (or any other affiliate of UNICARE) is used without the UNICARE Entity's prior express consent.
- 2.8 Agent agrees to maintain complete and separate records for each UNICARE Entity (1) of all transactions pertaining to applications submitted to and accepted by each UNICARE Entity, (2) as may be required by the Department of Insurance or other governmental agency, (3) in connection with Agent's relationship with each UNICARE Entity. Any and all records described above or as may otherwise relate to Agent's activities in connection with UNICARE business shall be accessible and available to representatives of any UNICARE Entity who may audit them from time to time while this Agreement is in effect or within 1 year after termination of this agreement.
- 2.9 Agent agrees to obtain and maintain Errors and Omissions Insurance in force as may be required by law or as requested by UNICARE in an amount satisfactory to UNICARE and from a carrier satisfactory to UNICARE and proof of which will be supplied periodically to UNICARE upon request. The obtaining and maintenance of such coverage shall be a material requirement of this Agreement.
- 2.10 Agent agrees that each UNICARE Entity has the right to discontinue, to modify, or exercise all lawful rights in connection with, any of its benefit contracts, or programs without liability to Agent. Agent may sell only those products specifically authorized under section 2.1 hereof.
- 2.11 Agent shall seek compensation for performing under this Agreement only from the appropriate UNICARE Entity. Agent is an independent contractor and shall have no claim to compensation except as provided in this Agreement and shall not be entitled to reimbursement from any UNICARE Entity for any expenses incurred in performing this Agreement. Agent further agrees that to the extent of any indebtedness of Agent to any UNICARE Entity, the UNICARE Entity shall have a first lien against any commissions due Agent, and such indebtedness may be deducted at the UNICARE Entity's option from commissions due Agent.
- 2.12 Agent will treat as trade secrets any and all information concerning customers of UNICARE or its business,

products, techniques, methods, systems, price books, plans or policies; and Agent will not, during the term of this Agreement or at any time thereafter, disclose such information, in whole or in part, to any person, firm or corporation for any reason or purpose whatsoever, or use such information in any way or in any capacity other than as a sales agent of UNICARE in furtherance of UNICARE's interests. Upon the termination of this Agreement, or sooner if requested by any UNICARE Entity, Agent will immediately deliver to UNICARE any and all literature, documents, data, information, order forms, memoranda, correspondence, customer and prospective customer lists, customer orders, records, cards or notes acquired, compiled or coming into Agent's knowledge, possession, custody or control in connection with his activities as a sales agent or sales representative of UNICARE, as well as all machines, parts, equipment and other materials received by Agent from UNICARE or from any of its customers, agents or suppliers in connection with such activities.

ARTICLE III—OBLIGATIONS OF UNICARE

- 3.1 The appropriate UNICARE Entity will pay Agent first year and renewal commissions on the policies issued by such UNICARE Entity and produced by Agent and in the case of group business for which Agent has been designated "Agent of Record" in writing by the employer of the group on group business the Agent has produced and issued by a UNICARE Entity that Agent has produced and issued by each UNICARE Entity that Agent is authorized to market. Furthermore, each UNICARE Entity reserves the right, in its sole and absolute discretion, to refuse to recognize any change in "Agent of Record" designation by a group having coverage with UNICARE through an association having an arrangement with UNICARE. Any UNICARE Entity may modify or replace its commission schedule on 30 days prior written notice to Agent, and such modified or replacement schedule shall apply to all other policies effective following the effective date of such modification or replacement.
- 3.2 Renewal Commissions
Renewal commissions shall be payable to Agent by the appropriate UNICARE Entity as long as all the following conditions are satisfied:
 - a. The UNICARE Entity retains policy in force produced by Agent (such retention being at the UNICARE Entity's option),
 - b. Agreement remains in effect, and
 - c. No other Agent is designated in writing as "Agent of Record," by the employer group.
- 3.3 Loss of Renewal Commissions:
 - a. No further commissions shall be payable to Agent should any UNICARE Entity terminate this Agreement for cause.
 - b. No further commissions shall be payable if:
 - i. Agent fails to immediately remit to a UNICARE Entity any funds received on behalf of the UNICARE Entity;

- ii. Agent shall be indebted to any UNICARE Entity for more than 60 days,
 - iii. Agent purports to act, or represents that he is entitled to act in any way on behalf of any UNICARE Entity;
 - iv. Agent commits any act of fraud or dishonesty or breaches any fiduciary duty or does anything which would have been a material breach of this Agreement had this Agreement remained in effect; or
 - v. Agent fails to notify UNICARE of any change in address within 1 year.
- c. The provisions of paragraph 3.5b, above, shall survive termination of this Agreement.
- 3.4 The appropriate UNICARE Entity will pay to Agent compensation due within 30 days following the end of each calendar month based on premiums actually received and reconciled by that UNICARE Entity. If a return premium charge is due on Agent-generated business, the appropriate UNICARE Entity will charge back to Agent the amount of commission previously paid to Agent on the amount of returned premium charge.
- 3.5 Except to the extent responsibility is expressly and explicitly delegated under this Agreement, each UNICARE Entity shall be responsible for, and may exercise its discretion in connection with, all aspects of the underwriting and administration of any UNICARE products including, but not limited to, the following:
- a. the design, benefit configuration and rates of such products;
 - b. the establishment of underwriting procedures and criteria to be used in the acceptance or rejection of risks; and the establishment and holding of reserves;
 - c. the payment or denial of claims; and
 - d. the preparation and issuance of policy contracts.

ARTICLE IV–DISPUTE RESOLUTION

- 4.1 UNICARE and Agent agree to meet and confer in good faith on all matters affecting this Agreement. The parties agree that any unresolved dispute will be resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial rules.

ARTICLE V–INDEMNITY

- 5.1 Neither UNICARE nor Agent shall be liable to any third party for an act or failure to act of the other party to this Agreement.
- 5.2 Agent agrees to indemnify and save each UNICARE Entity, including directors, officers and employees of each UNICARE Entity, harmless from any and all liability, losses, damages, costs or expenses arising out of any and every claim, demand, lawsuit or cause of action asserted against any UNICARE Entity by a third party, from which cause of action results from or arises in connection with any negligent or otherwise wrongful act or omission of Agent, or any breach of this Agreement, or any act, omission or

breach of any partner, director, officer, shareholder or employee of Agent. Such indemnity shall include within limitation, reasonable attorney fees and costs of litigation.

- 5.3 Each UNICARE Entity agrees to indemnify and save Agent, including directors, officers and employees of Agent, harmless from any and all liability, losses, damages, costs or expenses arising out of any and every claim, demand, lawsuit, or cause of action asserted against Agent by a third party, which claim, demand, lawsuit, or cause of action asserted against Agent by a third party, which results from or arises in connection with any negligent or otherwise wrongful act or omission of that UNICARE Entity, any breach of this Agreement, or any act, omission or breach of any director, officer or employee of that UNICARE Entity. Such indemnity shall include within limitation, reasonable attorneys fees and costs of litigation.
- 5.4 Should any UNICARE Entity and Agent each claim indemnity from the other and should it be determined that each is entitled to some indemnity from the other under the terms of this Agreement, then the amount of indemnity due from each to the other shall be determined according to comparative fault principles.
- 5.5 The obligations of this ARTICLE V will survive termination of the Agreement as to acts or omissions committed during the term of this Agreement.

ARTICLE VI–GENERAL PROVISIONS

- 6.1 UNICARE and Agent shall comply with all laws and regulations applicable to their businesses, their licenses and the transactions into which they enter.
- 6.2 **Confidentiality and Disclosure of Patient Information:** Agent, its sub-agents and employees (collectively, “Business Associate”) acknowledge that as a result of its relationship with UNICARE it may create, have access to or receive confidential protected health and non-public personal financial information (“PHI”), including, but not limited to, social security numbers, medical records and other individual member identifying information. Business Associate agrees that it: (a) will not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) will protect and safeguard from any oral and written disclosure all confidential information, both medical and financial, regardless of the type of media on which it is stored (e.g., paper, fiche, etc.) with which it may come into contact; (c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law; (d) will ensure that all of its subcontractors and sub-agents to which it provides PHI pursuant to the terms of this Agreement shall agree to all of the same restrictions and conditions to which Business Associate is bound; (e) will report to UNICARE any unauthorized use or disclosure immediately upon becoming aware of it; (f) will indemnify and hold UNICARE harmless from all liabilities, costs and damages arising out of or in any manner connected with the disclosure by Business Associate or its agents of any PHI; (g) make available PHI in accordance with 45 CFR § 164.254; (h) make available PHI for amendment and incorporate any amendments to PHI in accordance with

45 CFR § 164.526; (i) make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528; (j) make its internal practices, books and records relating to the use and disclosure of PHI received from or created for UNICARE available to the Secretary of Health and Human Services, governmental officers and agencies and UNICARE as required for purposes of determining compliance with 45 CFR §§ 164.500-534; (k) upon termination of this Agreement for whatever reason, Business Associate will return or destroy all PHI, if feasible, received from or created for UNICARE which Business Associate maintains in any form, and will retain no copies of such information, or if such return or destruction is not feasible, to extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; (l) will comply with all applicable laws and regulations, specifically including the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (45 C.F.R Parts 160-164), Title V of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et. seq.) and applicable state legislation and regulations, as amended from time to time, and (m) Business Associate will not develop any list, description or other grouping of individuals using financial information received from or on behalf of UNICARE, except as permitted by this Agreement or in writing by UNICARE. Business Associate recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of this Agreement and/or legal action. Unauthorized disclosure may give rise to irreparable injury to the member or to the owner of such information and accordingly the member or owner of such information may seek legal remedies against Business Associate.

If Business Associate and UNICARE exchange data electronically, Business Associate will comply, and will require any subcontractor or sub-agent involved in the electronic exchange of data, to comply with the following:

- a. Business Associate shall provide, and shall require its sub-agents and subcontractors to provide, security for all data that is electronically exchanged between UNICARE and Business Associate;
- b. Business Associate shall implement and maintain, and shall require its sub-agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between UNICARE and Business Associate, including access to data as provided herein; and
- c. Business Associate and any sub-agents and subcontractors shall keep all security measures current and shall document its security measures implemented pursuant to this section 6.1 in written policies, procedures or guidelines.

6.3 Agent agrees that in performing under this Agreement Agent is acting in a fiduciary capacity to UNICARE. Agent shall act in the best interest of UNICARE. Agent shall not

permit other interests, activities or responsibilities to interfere with faithful performance under this Agreement.

- 6.4 Neither this Agreement nor the right to receive money hereunder may be assigned without the prior written consent of UNICARE, and any assignment made contrary to this provision shall be void as to UNICARE. This Agreement is personal to Agent, and duties hereunder shall not be delegated or subcontracted by Agent. Agent shall not use sub-agents except in strict accordance with the paragraph below.
- 6.5 Subject to the following, Agent may use sub-agents in Agent's performance under this Agreement:
 - a. Agent must appoint with each UNICARE Entity those persons whom Agent intends to use as sub-agents, and Agent will not use, or will cease to use, any person as a sub-agent upon request by any UNICARE Entity.
 - b. Agent will ensure that any person used by Agent as a sub-agent in performance under this Agreement is properly licensed and fully qualified as necessary to act in such capacity. Agent shall at Agent's sole expense, file whatever documents with the Department of Insurance as are necessary for any sub-agent to lawfully act in that capacity. Furthermore, should any UNICARE Entity instruct Agent to discontinue the use of any sub-agent, Agent shall be responsible, at Agent's sole cost and expense, for filing any documents with the Department of Insurance as may be required to properly terminate a sub-agent's authority to so act.
 - c. Agent shall submit to UNICARE a sub-agent application for appointment which form shall be supplied by UNICARE; no other form will be acceptable. Agent shall be responsible for the accuracy and completeness of such application submitted and shall ensure that each person for whom such application is submitted shall have read, understood and personally signed such application.
 - d. Agent shall be responsible for the payment of any and all compensation, of whatever kind, including but not limited to, commissions, service fees or expense allowances due to or claimed by any sub-agent. Agent agrees to indemnify, defend and save each UNICARE Entity harmless from and against any claim for reimbursement, compensation or other payment made by a sub-agent including, without limitation, attorneys' fees and costs.
 - e. Agent shall be responsible for the appropriate training and guidance of sub-agents to the extent that sub-agents are used in the marketing of UNICARE products. Agent shall be responsible to each UNICARE Entity for the acts or omissions of sub-agents.
 - f. Agent agrees that Agent's obligation to procure and maintain a certain level of Errors and Omission Insurance in a form satisfactory to UNICARE, shall apply to sub-agents. Agent shall insure that each sub-agent used in the marketing of UNICARE's products maintains required E & O coverage.
 - g. Agent will assure that sub-agent complies with all terms imposed by this Agreement.

- 6.6 Any notice required from any UNICARE Entity under this Agreement shall be deemed given on the day such notice is deposited in the United States mail first class postage pre-paid and addressed to Agent at the address of the producer appearing on the records of UNICARE. Any notice required from Agent shall be deemed given on the day after such notice is deposited in the United States mail with first class postage pre-paid and addressed to UNICARE.
- 6.7 This Agreement is the entire contract between the parties on this subject matter and supersedes any and all prior understandings or agreements between the parties whether oral or in writing on this subject matter. Subject to UNICARE's right of modification set out in paragraph (1.2), no modification or amendment to this Agreement shall be effective unless it is in writing, attached to and made part of this Agreement and is executed by a duly authorized representative of Agent and by an officer of UNICARE.
- 6.8 Agent expressly agrees that this Agreement supersedes any prior agreement between Agent and UNICARE including business placed by Agent in UNICARE prior to the effective date of this Agreement. Agent agrees that Agent's rights to commissions in connection with business placed in UNICARE by Agent prior to the effective date of this Agreement will be determined in accordance with the terms of this Agreement.
- 6.9 In this Agreement the words "shall" and "will" are used in the mandatory sense. Unless the context otherwise clearly requires, any one gender includes all others, the singular includes the plural, and the plural includes the singular.
- 6.10 That fact that UNICARE may not have insisted upon strict compliance with this Agreement with respect to an act or transaction of Agent shall not relieve Agent from the obligation to perform strictly in accordance with the terms of this Agreement. With regard to any other act or transaction UNICARE shall at all times be entitled to expect Agent to perform strictly in accordance with terms of this Agreement.
- 6.11 Agent shall be an independent contractor of each UNICARE Entity, and nothing herein shall be construed as creating a relationship of employment or partnership.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do NOT
send to the IRS.

Please print or type	Name (If a joint account or you changed your name, see Specific Instructions on page 2.)	
	Business name, if different from above. (See Specific Instructions on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	

Part I Taxpayer Identification Number (TIN)	List account number(s) here (optional)				
<p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.</p> <p>Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</p>	Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border: 1px solid black; padding: 2px;">Social security number</td> </tr> <tr> <td style="text-align: center; border: 1px solid black; padding: 2px;"> + </td> </tr> <tr> <td style="text-align: center; padding: 5px 0;">OR</td> </tr> <tr> <td style="text-align: center; border: 1px solid black; padding: 2px;">Employer identification number</td> </tr> <tr> <td style="text-align: center; border: 1px solid black; padding: 2px;"> + </td> </tr> </table>		Social security number	+	OR	Employer identification number
Social security number					
+					
OR					
Employer identification number					
+					

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature ▶	Date ▶
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Purpose of form. A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9, if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

If you are a foreign person, IRS **prefers** you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons **must** use an appropriate Form W-8.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive **will** be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. You must enter your individual name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the **business name** line.

Other entities. Enter your business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

Note: Writing "Applied For" means that you have already applied for a TIN OR that you intend to apply for one soon.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8 (certification of foreign status).

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to

persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

