



CONTRACT INFORMATION SHEET

INSTRUCTIONS: Please complete all information. You will also be required to complete this information as part of your online attestation.

Agent Information:

Broker/Agent Name: LAST: _____ FIRST: _____ MI: _____

Agent/Broker SSN: _____

Birth Date: Month: _____ Day: _____ Year: _____

Telephone Number: _____ ext: _____ Fax Number: _____

Mobile Number: _____ e-mail Address: _____

Correspondence Address:

Contact Name: _____

Street Address 1: _____

Street Address 2: _____

City: _____

State: _____ Zip Code: _____

Payment Information:

I hereby (1) authorizes Coventry Health Care, Inc. and its corporate affiliates (collectively "CHC") to make payments for Payee's services by Electronic Fund Transfer (EFT), (2) certifies that the Payee has selected the following depository institution, and (3) directs that all such EFTs be made as provided below:

Make Payable to: _____ TIN# _____

Select Payment Type: Electronic Funds Transfer (Preferred Method) _____
Check _____

FOR EFT: Bank Routing Number: _____ (9 digits- lower left corner of check)

Bank Account Number: _____ (do not include check number)

Bank Name: _____

Commission Statement Addresses:

Street Address 1: _____

Street Address 2: _____

Street Address 3: _____

City: _____

State: _____ Zip Code: _____

License Information:

1.

State applicable to License: _____
Broker/Agent License: _____

2.

State applicable to License: _____
Broker/Agent License: _____

3.

State applicable to License: _____
Broker/Agent License: _____

✓ Please attach copies of all licenses

Background Information:

Please provide answers to the following questions: If you answer " Yes" to questions 1 or 2 please provide a written explanation.

1. Have you ever been fined suspended, placed on probation, paid administrative costs, entered into a consent order, been issued a restricted license or otherwise been disciplined or reprimanded, or are you currently under investigation by any insurance department, the NASD, SEC or any other regulatory authority?

_____ YES _____ NO

2. Have you ever been convicted or plead guilty or nolo contendere (no contest), served any probation, paid any fines or court costs, had charges dismissed through any type of first offender or deferred adjudication or suspended sentence procedure, or are any charges currently pending against you for any offense other than a minor traffic violation?

_____ YES _____ NO

3. Do you currently have errors and omissions insurance?

_____ YES Name of Carrier: _____

_____ NO Errors and Omissions Insurance

Recruitment Information:

Identify Who Recruited You: _____

Broker Name or Agency Name: _____

TAX ID Number: _____

**MASTER AGENT/BROKER AGREEMENT
FOR
COVENTRY MEDICARE PLANS**

THIS MASTER AGENT/BROKER AGREEMENT (this “**Agreement**”) is made as of the date set forth in the Participating Agent Addendum, attached hereto, by and among American Life and Health Insurance Company, a subsidiary of Coventry Health Care, Inc., and the individual agent, broker, producer or agency that has executed the Participating Agent Addendum attached hereto. (The agent, broker, producer or agency undersigned hereto is hereinafter collectively referred to as “**Agent**”). (American Life and Health Insurance Company is hereinafter referred to as “**Coventry**.”)

WHEREAS, Coventry’s affiliated Plans will be offering Medicare Advantage HMO and PPO plans under the product name Advantra (the “**Advantra Plans**”), Medicare Advantage Private-Fee-For-Service Plans under the product name Advantra Freedom (“**Advantra Freedom Plans**”) and Medicare Part D Plans under the product name AdvantraRx (“**AdvantraRx Plans**”) (the Advantra Plans, the Advantra Freedom Plans and the AdvantraRx Plans are collectively referred to herein as the “**Coventry Medicare Plans**”).

WHEREAS, Coventry and Agent desire to enter into this Agreement, whereby, among other things, Agent shall present Coventry Medicare Plans to Medicare eligible individuals in return for compensation paid by Coventry.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. DEFINITIONS

- 1.1 **Advantra Freedom enrollees:** means those Medicare eligible beneficiaries enrolled in an Advantra Freedom Plan.
- 1.2 **AdvantraRx enrollees:** means those Medicare Part D eligible beneficiaries enrolled in an AdvantraRx Plan.
- 1.3 **Agent(s):** means the undersigned individual(s) who is a licensed insurance agent(s) or broker(s) of any state or territory that has executed this Agreement with Coventry to participate in the sale of Coventry Medicare Plans, and has successfully completed the training and testing process related to selling Coventry Medicare Plans.
- 1.4 **Centers For Medicare and Medicaid Services (“CMS”):** is the Federal agency responsible for the oversight of the Medicare Advantage and the Medicare Part D programs.
- 1.5 **Commissions:** shall mean the amount paid by the applicable Plan to Agent for the sale of Coventry Medicare Plans by Agent, as more fully described in Section 4.1.
- 1.6 **Coventry Medicare Plan enrollee:** means an individual who is enrolled in a Coventry Medicare Plan.
- 1.7 **Plan(s):** means Coventry Health and Life Insurance Company, Cambridge Life Insurance Company, First Health Life and Health Insurance Company and their affiliated health insurance companies that offer Coventry Medicare Plans, as applicable.
- 1.8 **Premium(s):** means any and all monies collected from CMS and/or Coventry Medicare Plan enrollees, as applicable, which monies are designated as premiums for the Coventry Medicare Plans sold by Agents under the terms and conditions of this Agreement; provided, however, that for purposes of calculating Commissions for AdvantraRx Plans, Premium does not include payments by CMS related to the reinsurance portion or annual risk share adjustment of an AdvantraRx Plan or cost sharing subsidies on behalf of low-income enrollees.

2. AUTHORIZATION TO SELL COVENTRY MEDICARE PLANS.

- 2.1. **Authorization.** Each Agent that has executed a Participating Agent Addendum attached hereto and has completed the training and testing process set forth in Section 3.1, is authorized to present Coventry Medicare Plans to Medicare eligible individuals in accordance with the terms and conditions of this Agreement in the state(s) that Agent is appropriately licensed and Coventry has approval to sell a Coventry Medicare Plan.
- 2.2. **Limitation on Authorization.** Agent shall not have the authority to: (i) make or discharge contracts for Coventry; (ii) reject or accept any Medicare beneficiary solicited by Agent; (iii) quote extra rates for special risks; (iv) make

endorsements; (v) incur any liability on behalf of Coventry; (vi) waive, alter or amend the performance, provisions, terms or conditions of any contract for Coventry; (vii) accept or collect Premiums, (including Premiums at the time of enrollment); or (viii) bind Coventry in any way. Agent is not authorized to make any payment to any party in connection with this Agreement or Coventry Medicare Plans unless such payment is first authorized by Coventry.

3. DUTIES OF AGENT

3.1. **Policies and Procedures; Training and Testing.** Agent shall adhere to all of Coventry's written policies, rules, regulations and field communications in regard to marketing, sales, and enrollment in Coventry Medicare Plans, including only offering Coventry Medicare Plans in approved regions and counties. Agent shall conduct training programs, including but not limited to, an initial training and testing for its employees, including other Agents. Prior to selling any Coventry Medicare Plan, Agent shall, and shall require its employees and any other persons conducting sales, marketing, or enrollment activities on Agent's behalf, to complete Coventry's online training and pass Coventry's on-line agent exam. Coventry's agent training and exam must be completed at least annually prior to the open enrollment period or more frequently as required by Coventry. Agent shall maintain records of Agent's compliance with Coventry's testing and training requirements.

3.2. Recruiting of Agents; Licenses; Applications; Agent Contracts.

3.2.1. If Agent recruits other agents to sell the Coventry Medicare Plans in Coventry's approved counties and approved regions, Agent shall be responsible for confirming that the recruited individual is licensed in each state that the individual will be operating.

3.2.2. Agent shall obtain and maintain a copy of the following from each recruited individual: (i) an appropriate license or other regulatory approval to sell Coventry Medicare Plans in each state that the individual intends to operate; (ii) a completed Agent Application; (iii) a W-9 Request for Taxpayer ID Number; (iv) an executed Master Agency/Broker Agreement and applicable Participating Agent Addendum (the "Agent Contract"), provided that no Agent Contract shall be binding on Coventry until such agreement is accepted and executed by Coventry, in its sole discretion, and Agent shall have no authority to modify or amend the Agent Contract; and (v) proof that the Agent has completed the training and testing required under Section 3.1. Upon request by Coventry, Agent shall submit copies of all of the foregoing documents for any individual to Coventry, in a manner established by Coventry.

3.2.3. Upon Agent's receipt of the documents in Section 3.2.2 from a recruited individual, Agent promptly shall forward the agent transmittal form and Agent Contract to Coventry in a manner specified by Coventry. Coventry and Agent agree that in the event that Coventry receives an agent transmittal form and Agent Contract for an individual from two or more parties under contract with Coventry, the individual shall be added to the hierarchy of the party from which COVENTRY first received a complete agent transmittal form and Agent Contract.

3.2.4. Agent agrees that the Agent Contract shall not become effective until the individual has completed training, passed the agent test and Coventry notifies the individual that the Agent Contract has been accepted and executed by Coventry. Coventry, in its sole discretion, may choose not to accept a contact with an individual or terminate an individual agent at any time in accordance with the terms and conditions of the Agent Contract. Agent shall not allow a non-contracted or terminated agent to solicit or sell Coventry Medicare Plans. In no event shall Coventry pay any Commissions for sales made by non-contracted individual or an individual has not passed Coventry's agent exam.

3.2.5. Agent shall be responsible for ensuring that all individuals recruited to sell Coventry Medicare Plans perform their services in a manner that is compliant with the requirements of this Agreement.

3.3. **Producer Manual.** Agent agrees to and shall comply with the terms and conditions of Coventry's Producer Manual, as may be modified by Coventry from time to time. The Producer Manual is available to Agent on Coventry's broker website. The terms and conditions for Agent that are contained in the Producer Manual, as may be modified from time to time, are hereby incorporated herein by reference.

- 3.4. **Presenting Coventry Medicare Plans.** Agent shall present Coventry Medicare Plans to individuals only in a factually accurate manner. Agent shall not present the Coventry Medicare Plans to individuals that Agent knows, or should know, are not qualified to enroll in such plans. In the event that Agent presents a quote, Agent may only present the quote in accordance with Coventry quote submission guidelines in effect at the time the quote is presented. Agent shall use commercially reasonable efforts to maintain the relationship between Coventry and its Coventry Medicare Plan enrollees. Agent shall in no way misrepresent Coventry, any portion of the Coventry Medicare Plans or Coventry's health care delivery system. Agent shall adhere to all Coventry policies, field communications, and Federal rules and regulations in regard to sales and enrollment in Coventry Medicare Plans.
- 3.5. **Valid License(s).** Agent shall maintain all necessary and appropriate valid licenses in each state that Agent sells Coventry Medicare Plans. If Agent is a general agency or a managing general agency, Agent shall maintain the necessary license(s) to operate such agency. Agent shall notify Coventry immediately of any cancellation, restriction or suspension of any such license held by Agent. The failure to notify Coventry of any such cancellation, restriction or suspension shall be a basis for immediate termination by Coventry.
- 3.6. **Enrollee Applications.** Agent shall be responsible for obtaining complete and accurate enrollment applications for Coventry Medicare Plans from eligible Medicare beneficiaries. Upon receipt of a signed enrollment application, the Agent must submit the application to Coventry within two (2) calendar days. Agent may not obtain an application from an enrollee for an open enrollment period prior to the first day of open enrollment, November 15th (or such other date established by CMS).
- 3.7. **Remittance of Premiums.** Agent shall not collect any Premiums from Medicare beneficiaries. If Agent inadvertently collect Premiums from enrollees, all moneys or negotiable instruments Agent receives for or on behalf of Coventry shall be held by Agent as trustee for Coventry and shall not be used by Agent for any purposes whatsoever. All Premiums coming into the possession of Agent for Coventry Medicare Plans shall be promptly remitted to Coventry within two (2) days of receipt.
- 3.8. **Maintenance of Records.** Agent shall maintain a complete and accurate records with respect to any business produced by an Agent under this Agreement in an industry standard format, such records to include records related to Agent's licenses, individual enrollment applications and books, records, accounts, documents and other material items pertaining to this Agreement and Agents' transactions with Coventry Medicare Plan enrollees. Agent shall keep such records for ten (10) years from the termination of this Agreement . Upon request of Coventry, Agent shall make copies of any and all such records available to Coventry or CMS.
- 3.9. **CMS Marketing Guidance.** Agent agrees that it will comply with all regulations and guidance statements with respect the Medicare Program as may be issued by CMS from time to time. Agent acknowledges that Agent has received, reviewed and understands the Marketing Guidelines issued by CMS, and Agent shall comply the requirements set forth therein, including, but not limited to, the obligations to:
- a. Use state licensed agents to sell Coventry Medicare Plans.
 - b. Conduct monitoring activities to ensure Agent compliance with CMS requirements.
 - c. Disclose to potential enrollees that Agent is paid a commission upon enrollment.
 - d. Not offer incentives to Medicare beneficiaries, cherry pick certain Medicare beneficiaries, or churn beneficiaries between Medicare Plans.
 - e. Not include payments outside of the compensation set forth in the written broker agreement.
 - f. Not permit payments by Agents to Medicare beneficiaries.
 - g. Provide advance notification to Coventry of any sales meetings or events.
 - h. Not market any Coventry Medicare Plan designated for open enrollment until October 1st.
 - i. Not accept applications from potential Coventry Medicare Plan enrollees for open enrollment until November 15th of any year.
 - j. Inform a Medicare beneficiary of all products to be covered during a home visit at the time the appointment is made with a beneficiary;
 - k. Not to claim recommendation or endorsement by CMS or that CMS recommends that Medicare beneficiaries enroll in the plan;
 - l. Not accept enrollment applications in provider offices or other places where health care is delivered.
 - m. Not engage in any discriminatory marketing practice;
 - n. Not conduct door-to-door solicitation of Medicare beneficiaries;
 - o. Not take an enrollment application during an outbound call;

- p. Not ask for personal information (i.e., Medicare number, bank account or credit card numbers) during sales presentations;
- q. Not send e-mails to a Medicare beneficiary, unless the beneficiary agrees and gives their express consent to receive e-mails related to Coventry's health benefits plans, products, services, and/or educational information related to health care at the time the beneficiary is providing his/her email address. The consent must be documented;
- r. Comply with the National-Do-Not-Call Registry, as well as applicable state telemarketing "Do Not Call" regulations, honor "do not call again" requests, and abide by Federal and State calling hours.
- s. Not take advantage of a Medicare lead to sell other insurance products to a Medicare beneficiary for which the beneficiary may not be suited, to the extent such activity would violate state licensure laws.
- t. Not intimidate nor use high pressure tactics during a sales call; if a beneficiary says he/she is not interested the visit/conversation must end immediately.

3.10. **Appointment of Agents.** To the extent that Coventry appoints or registers agents with states departments of insurance or other state or federal entity, Agent shall assist Coventry in such process.

3.11. **Complaints; Fines and Penalties.** Agent shall immediately report to Coventry any complaints or inquiries, by any governmental agency or otherwise, of which it becomes aware of regarding Agent or Coventry. Agent shall cooperate with Coventry in the investigation of any such complaint and in the implementation of any corrective action plan developed to respond to any such complaint. Coventry shall be solely responsible for responding to all complaints or inquiries received by Agent related to Coventry Medicare Plans. Agent shall reimburse Coventry (or Plan) for any fines or penalties awarded or assessed against Coventry (or Plan) as result of Agent's actions (or the actions of an individual recruited by Agent). Coventry may recoup such fines or penalties by offsetting against any Commission amounts due from Coventry to Agent.

4. COMPENSATION

4.1. **Compensation to Agent.** Agent shall receive from the applicable Plan the Commission set forth in Participating Agent Addendum executed by Agent and attached hereto, for the sale a Coventry Medicare Plans. The amount of Commission shall depend on the type of Coventry Medicare Plan sold, as described in the Participating Agent Addendum. Coventry may modify the Commission amounts at any time by providing written notice to Agent of any such adjustment at least thirty (30) days prior to the effective date of such change. Coventry shall pay Agent the Commission in accordance with the time frames set forth in the Participating Agent Addendum. Coventry shall have no obligation to pay Agent a Commission for any sale that is made in violation of the requirements of this Agreement. Coventry may recoup, by means of an offset or otherwise, any Commission paid to Agent for any sale that was not in accordance with the requirements of this Agreement.

4.2. **Commissions Paid in Error.** In the event Commissions are paid incorrectly to Agent due to an administrative error, regardless of who is responsible for the error, Coventry shall collect such amount thereof directly from Agent or offset any future Commissions payable to Agent against such amount; provided, however, that Coventry shall not pursue Commission overpayments if it has not initiated such pursuit prior to expiration of the twelve (12) month period commencing the first day of the month following the month in which the administrative error is first discovered. This twelve (12) month limitation on underpayment/overpayment of Commissions shall not apply (i) in cases of fraud or misconduct by Agent, (ii) a determination by CMS that a person was improperly enrolled or not enrolled in a Coventry Medicare Plan; or (iii) any other right to offset or recoup Commissions as otherwise provided in this Agreement.

4.3. **Termination of a Coventry Medicare Plan.** Coventry shall have the sole right at all times to reject applications for insurance in accordance with applicable laws, regulations and CMS guidance. In addition, Coventry and Coventry Medicare Plan enrollees may terminate the Coventry Medicare Plan policy in effect in accordance with applicable laws, regulations and CMS guidance. In the event that any application for a Coventry Medicare Plan is rejected or a Coventry Medicare Plan enrollee's coverage is terminated, Premiums related to the period of time that the Coventry Medicare Plan was in effect shall be retained and Premiums for the period of time that the Coventry Medicare Plan was not in effect shall be refunded in accordance with applicable laws, regulations and CMS guidance. Notwithstanding the foregoing, retroactive terminations of a Coventry Medicare Plan enrollees' coverage thereunder shall only take place in accordance with the terms and conditions of the coverage and/or applicable laws, regulations and CMS guidance. If Premiums are refunded to CMS or individuals, for any reason whatsoever, Agent shall promptly reimburse Coventry for any and all Commissions paid to Agent based on such refunded Premiums. Coventry may offset any future Commissions payable to Agent against such amount.

- 4.4. **Direct Sales.** In no event will Commissions be paid on Coventry Medicare Plans sold or serviced directly by anyone other than Agent if Agent was not involved in the initial sale of the Coventry Medicare Plan.
- 4.5. **Sold Prior to Relationship with Agent.** If the Agent recruits other individual agents under Section 3.2, Coventry will not pay any Commission to Agent for sales of any Coventry Medicare Plans by an individual for which an individual was entitled to receive Commission prior to being recruited by Agent.
- 4.6. **Rapid Disenrollment.** If an enrollee in a Coventry Medicare Plan disenrolls or is disenrolled from a Coventry Medicare Plan within three (3) months of his or her enrollment in a Coventry Medicare Plan, no compensation shall be paid by Coventry to Agent for such enrollee and any compensation had already been paid by Coventry then Agent shall refund such compensation received for such enrollee. Coventry may deduct any compensation amounts paid to Agent from amounts otherwise owed to Agent. Furthermore, such enrollee shall not count towards any enrollee production totals for Agent.
- 4.7. **Enrollee plan changes.** In the event that a Coventry Medicare Plan enrollee switches from one Coventry Medicare Plan to another Coventry Medicare Plan without a break in coverage, such switch by the enrollee shall not be considered a new sale and shall not be subject to first year commission rates; rather Agents shall only earn renewal Commissions with respect to such enrollee.
- 4.8. **Offsets.** Coventry shall have the right to off set (i) any amounts due from Agent to Coventry (or Plan) or (ii) any amounts due to Coventry (or Plan) from any individual recruited by Agent to sell Coventry Medicare Plans and considered part of Agent's hierarchy, against any amounts payable to Agent (as may be described in the Producer Manual). Coventry may utilize debt collection services and/or agent accreditation services for purposes of collecting debts of Agent. These rights are in addition to any other rights or remedies Coventry may have under this Agreement or otherwise.
- 4.9. **Suspension of Commission Payments.** Coventry, in its sole discretion, may suspend an Agent's Commission payments if Agent, fails to comply with the requirements of this Agreement, is the subject or involved in any complaint or if Agent fails to cooperate in Coventry's investigation of any complaint. Coventry shall provide Agent with notice of such suspension. If this Agreement is terminated for cause following the suspension of such Commission payments, Agent shall forfeit all rights to any suspended Commission amounts.
- 4.10. **No Additional Payment.** Agent's only form of compensation under this Agreement shall be the compensation set forth in Section 4.1. Agent is prohibited from charging any insured or applicant any fee or charge whatsoever.

5. CONFIDENTIALITY OF COVENTRY AND MEMBER INFORMATION

Agent agrees to maintain the confidentiality of the commission arrangements set forth in this Agreement and its Exhibits, and any other confidential information provided to Agent by Coventry. Agent further agrees to maintain the confidentiality of all Coventry Medicare Plan enrollee information ("Member Information") received. "Member Information" shall include (a) individually identifiable health information, deemed "PHI" under regulations promulgated under the federal Health Insurance Portability and Accountability Act and applicable regulations (collectively "HIPAA") such as information relating to treatment, medical condition or payment for health care services of the member; and (b) non-public personal information under the Gramm Leach Bliley Act and applicable state law and/or regulations ("NPPI") such as, but not limited to, member identification numbers, addresses, or phone numbers. Agent agrees to obtain such necessary authorizations and to enter into all necessary agreements in connection with the use or disclosure of Member Information. Agent agrees not to further disclose Member Information without the Coventry Medicare Plan enrollee's authorization.

6. MARKETING MATERIALS AND NOTICE OF SALES EVENTS

- 6.1 **Marketing Materials.** Agent shall utilize only Coventry authorized sales materials or materials. No advertising, circulars or other written material intended for promotional use or publication by Agent which concerns Coventry, Plans or the Coventry Medicare Plans, shall be issued, circulated or published or caused to be issued, circulated or published by Agent unless and until it is submitted in writing to and approved by Coventry in writing.
- 6.2 **Notice of Sales Events.**

- 6.2.1 Agent shall provide Coventry with prior notice of any sales meetings or events that Agent intends to conduct. The notice shall be provided to Coventry on or before the 17th of the month prior to the month in which the events are scheduled (i.e., notification of October sales events must be received by Coventry no later than September 17th). In the event of a schedule change or an event is planned after the 17th of the month, Agent must notify Coventry immediately.
 - 6.2.2 The notice from Agent to Coventry shall include the information required by Coventry, including, but not limited to: (i) the date and time of the sales/promotional event; (ii) name of Agent making the presentation; (iii) an address for and a brief description of the venue; (iv) a phone number where Coventry or CMS can call to confirm the logistics of each planned event; and (v) a contact person who will be knowledgeable about the specific sales event, along with their email address (if available). The process for notifying Coventry is set forth in the Producer Manual.
 - 6.2.4 Coventry will not pay Commission (and will recoup any Commission paid) to Agent for any Coventry Medicare Plans sold at a meeting or event for which Coventry did not receive notification in accordance with this Section.
- 6.3 **Use of Sales/Lead Generators.** If Agent operates or contracts with a sales or lead generating service, Agent shall notify Coventry prior to operating or using such sales or lead generating service for Coventry Medicare Plan sales. Upon Coventry's request, Agent shall provide Coventry with a copy any telephone scripts used by such sales or lead generating service to make appointments with Medicare beneficiaries.

7. TERM AND TERMINATION

- 7.1. **Term.** This Agreement shall have an initial term of one (1) year. Thereafter, this Agreement shall automatically renew every twelve months for successive one year periods unless sooner terminated.
- 7.2. **Without Cause Termination.** This Agreement may be terminated by either party at any time without cause by giving thirty (30) days prior written notice to the other party.
- 7.3. **Immediate Termination of this Agreement for Cause by Coventry.** This Agreement may be terminated by Coventry immediately for cause upon the occurrence of any of the following:
 - 7.3.1. Agent's insolvency, bankruptcy, or reorganization, or the institution of such or similar proceedings by or against Agent, which proceeding if filed against Agent has not been dismissed within sixty (60) days of such filing;
 - 7.3.2. Agent's criminal conduct (including being charged with a felony) or exclusion from the Medicare Program or any other federal or state health benefit program;
 - 7.3.3. Agent's license being suspended, revoked or not renewed in a state in which Agent is performing services under this Agreement on behalf of Coventry;
 - 7.3.4. Any act of embezzlement, theft, fraud or dishonesty on the part of Agent;
 - 7.3.5. Any Material violation of any law, regulation or CMS guidance in the opinion of Coventry by Agent regarding the marketing or distribution of Coventry Medicare Plans; or
 - 7.3.6. Agent's failure to cooperate, as determined solely by Coventry, with Coventry's investigation of a complaint involving Agent.
 - 7.3.7. Agent's failure to comply with the obligations of Sections 3.1, 3.2, 3.3, 3.4, 3.9, and 3.11.
 - 7.3.8. Agent's failure to pay any amount owed to Coventry.
 - 7.3.9. Coventry's determination, in its sole discretion, that Agency has acted in a manner that is materially detrimental to Coventry.

- 7.4. **Termination for Breach.** If any party defaults in the performance of any its duties or obligations hereunder, the non-defaulting party may give thirty (30) days prior written notice of termination to the defaulting party, which notice shall provide the specific nature of the breach. If the defaulting party has not cured the breach within the thirty (30) day notice period this Agreement shall terminate on the 31st day following the date of the notice of default.
- 7.5. **Effect of Termination of Agreement on Commission and Agent Hierarchy.** In the event this Agreement is terminated for cause under either Section 7.3 or 7.4, Agent shall have no right to receive any Commissions following the termination date. If this Agreement is terminated without cause, then Coventry shall continue to pay Agent for the then existing Coventry Medicare Plans sold by Agent in accordance with the terms of this Agreement; provided, however, that the obligation to continue to compensation to Agent after a termination without cause shall cease if Agent engages in activities that would have given rise to a termination for cause if this Agreement were still in effect. Upon termination of this Agreement for cause under Section 7.3 or 7.4, any hierarchy protections that Coventry had provided to Agent (related to other agents recruited by Agent), if any, as described herein or in the Producer Manual, shall cease.

8. MISCELLANEOUS

- 8.1. **Independent Contractor.** Nothing contained herein shall be construed to create the relationship of employer and employee, partners or joint venturers between the parties hereto. Agent shall be free to exercise its independent judgment in the performance of this Agreement, subject only to the terms hereof and the written rules established by Coventry, and agreed to by Agent, from time to time.
- 8.2. **Compliance with Laws and Policies and Procedures.** Agent shall at all times comply with applicable federal and state laws and regulations related insurers, general agents and brokers, as well as the federal laws and regulations specific to Medicare plans, including Federal laws and regulations designed to prevent fraud, waste, and abuse, including, but not limited to applicable provisions of Federal criminal law, the False Claims Act (32 U.S.C. §§ 3729 et seq.), and the anti-kickback statute (Section 1128B(b) of the Social Security Act). Agent shall at all times comply with the regulations and guidelines issued by CMS with respect to Medicare Advantage and Medicare Part D Plans. Agent shall comply with all existing written policies and procedures related to Coventry Medicare Plans and broker/agent actions established by Coventry.
- 8.3. **Non-Waiver of Covenants.** Should Coventry or Agent at any time fail to insist upon a strict performance of each and every provision of this Agreement incumbent upon the other to be kept and performed or fail to adhere strictly to the terms and provisions hereof, or to any one of them, such failure shall not be construed as a waiver of the party's right to thereafter insist upon strict performance by said party to thereafter adhere to and enforce all the terms and provisions of this Agreement.
- 8.4. **Assignment.** Agent may not assign this Agreement without the prior written consent of Coventry.
- 8.5. **Contract Interpretation.** If any section, clause, paragraph, term or provision of this Agreement shall be found to be void and unenforceable by any court of competent jurisdiction, such finding shall have no effect upon any other section, clause, paragraph, term or provision of this Agreement and same shall be given full force and effect.
- 8.6. **HHS Right To Inspect.** Agent shall grant, and shall require Agents to grant, the Department of Health and Human Services ("HHS"), the Comptroller General, or their designees ("Government Representatives"), the right to inspect, evaluate and audit any pertinent contract, books, documents, papers and records of Agent or Agent, as applicable, involving transactions related to Coventry's contracts with CMS. Such right to inspect, evaluate and audit shall be for the entire term of this Agreement, and for up to ten (10) years from the final date of this Agreement's term, or from the date of completion of any audit by the Government Representatives.
- 8.7. **Exclusion Or Debarment From Medicare Participation or Government Contracting.** Agent represents and warrants that it is not excluded or barred from participation in Medicare under Section 1128 or 1128A of the Social Security Act, ineligible for participation in federal health care programs, or listed on the GSA list of debarred contractors. Agent further represents and warrants that it shall not employ or contract with any such excluded or barred individual and that no such known excluded or barred individual is currently employed or contracted by Agent. Agent shall immediately notify Coventry if Agent becomes aware of any change, whether threatened or imposed, in its, its employee's, or an Agent's eligibility to participate in Medicare or any other federal health care program, or appearance on the GSA list of debarred contractors.

- 8.8. **Indemnification.** Agent agrees to indemnify, defend, and hold Coventry harmless from and against any and all claims, damages, costs, losses, and expenses, including, without limitation, attorneys' fees and costs of settlement or defense, arising out of or relating to Agent's negligent acts or omissions or misconduct with respect to its obligations under this Agreement.
- 8.9. **Notice.** Whenever notice is to be given by either party to the other, it must be done in writing by certified, return receipt mail addressed to the following parties:
- To Agent: To the address set forth on the Agent's application or the last address Agent provided to Coventry.
- To Coventry:
American Life and Health Insurance Company
6705 Rockledge Drive, Suite 900
Bethesda, MD 20817
Attn: Legal Department
- 8.10. **Governing Law and Venue.** This agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. Venue for any action shall be in a court located in Wilmington, Delaware.
- 8.11. **Titles and Headings.** Titles and headings for the paragraphs, subparagraphs or sections herein are for convenience only, are not part of this Agreement, and shall not define or limit any of this Agreement's terms.
- 8.12. **Survival.** The following sections of this Agreement shall survive the termination of this Agreement: 3.3, 3.5, 3.7, 3.8, 3.11, 4.1, 4.2, 4.3, 4.4, 4.6, 4.7, 4.8, 4.9, 4.10, 5, 7.5, 8.5, 8.6, 8.7, 8.8, 8.9, 8.10, 8.12 and 8.13.
- 8.13. **Legal Actions Against Enrollees.** Agent shall not institute legal proceedings against any applicant or enrollee of any Coventry Medicare Plan for any cause arising out of the business transacted under this Agreement. In no event shall Agent take any action against an enrollee in a Coventry Medicare Plan or in any way hold an enrollee in a Coventry Medicare Plan responsible for any Commissions due to Agent. Agent shall include a provision in any agreements with Agents in connection with this Agreement that require such other Agents to comply with the requirements of this Section.
- 8.14. **Delegation and Monitoring.** To the extent that Coventry has delegated certain functions to Agent, Agent shall perform the services described in this Agreement in compliance with all applicable Medicare and other federal laws, regulations and governmental pronouncements and make periodic reports as reasonably required by Coventry. The nature, substance and timing of such reports will be mutually agreed upon by the parties. Coventry shall, at all times, retain the right to monitor Agent's performance hereunder. Such monitoring shall be conducted on an ongoing basis and may include, but is not limited to, observing Agent education and training and Agent presentations to Medicare beneficiaries. In the event Coventry or CMS determines that such delegated functions have not been performed satisfactorily, or if requisite reporting and disclosure requirements are not otherwise fully met in a timely manner, Coventry shall have the right to immediately and unilaterally, upon written notice to Agent, and to revoke all or such portions of Agent's delegated obligations.
- 8.15. **Subcontractors.** Agent shall ensure that all of the requirements set forth in this Agreement shall be applicable and enforceable against any subcontractors with which Agent contracts or any entity to which Agent delegates any of its obligations under this Agreement. Agent may not subcontract or delegate any functions under this agreement without the prior written consent of Coventry.
- 8.16. **Amendment.** Except as otherwise provided herein, this Agreement only may be amended upon the written agreement of both parties, provided however, that Coventry may unilaterally amend the Agreement at any time by providing Agent with thirty (30) days prior written notice of the Amendment.
- 8.17. **Entire Agreement.** This Agreement and the addendums and exhibits attached hereto constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

INTENDING TO BE BOUND, the parties hereto have executed the Participating Agent Addendum, attached hereto, as of the day set forth in the applicable Participating Agent Addendum.

PARTICIPATING AGENT ADDENDUM
for
AGENTS/BROKERS/PRODUCERS

Effective as of the date executed by American Life and Health Insurance Company below, the undersigned individual or agency ("Agent") hereby agrees to be bound by the terms and conditions of the Master Agency/Broker Agreement (the "Agreement"), attached hereto, and the terms and conditions set forth in this Participating Agent Addendum for Agents/Brokers/Producers ("Addendum"). All capitalized terms in this Addendum shall have the meaning ascribed to them in the Agreement.

1. **Payment of Commission.** The applicable Plan shall pay Agent the applicable Commission amount set forth in Exhibit A, attached to this Addendum, in accordance with the terms and conditions set forth in the Agreement. Agent acknowledges and agrees that the Commission plan set forth in Exhibit A supersedes any and all prior written or oral agreements on compensation or commission rates, and that compensation calculated under Exhibit A shall be the sole compensation of Agent for Coventry Medicare Plans. Coventry may change the rate of commission and alter any of the terms and conditions of Exhibit A by providing Agent with written notice.

INTENDING TO BE BOUND, the parties hereto have executed this Participating Agent Addendum as of the date set forth below.

AGENT/BROKER/PRODUCER

AMERICAN LIFE AND HEALTH
INSURANCE COMPANY

By: _____
(signature)

By: _____

Print Name: _____

Title: _____

Print Title: _____

Date: _____

Name and Address of Agency:

Date: _____

**EXHIBIT A
COMMISSION**

The compensation set forth below is the total compensation paid by Coventry to Agent for the sale of Coventry Medicare Plans.

Agent agrees that all advanced and regular Commissions are paid on an earned basis. Coventry and Agent will perform any necessary reconciliation, including charge backs and offsets, for advanced Commissions (first year or renewal) and regular Commissions paid by Coventry against actual Premiums received. Commissions are earned as Coventry receives Premium from CMS and/or the enrollee on a monthly basis (i.e., 1/12 per month). All Commission charge backs may be charged against the next commission advance and or earned commissions or offset against any other compensation due or to become due to Agent.

A. COMMISSION FOR ADVANTRA FREEDOM PLANS

TIMEFRAMES:

First Year (all enrollees except Dual Eligible enrollees): The entire first year Commission amount for an Advantra Freedom Plan may be advanced by Coventry, in its sole discretion, to Agent within two (2) weeks of the preliminary acceptance of the Advantra Freedom enrollee’s application by CMS. If either (i) an Advantra Freedom Plan policy lapses, terminates or otherwise cancels prior to the Commission advance being fully earned by Agent or (ii) Coventry terminates Agent for cause prior to the Commission advance being fully earned by Agent, then the unearned portion of Agent’s Commission shall be charged back by Coventry against the respective entity that, or person who, was terminated. Commissions are earned as Coventry receives Premium from CMS and/or the enrollee on a monthly basis (i.e., 1/12 per month). All Commission charge backs may be charged against the next commission advance and or earned commissions or offset against any other compensation due or to become due to Agent.

Renewals (all enrollees except Dual Eligible enrollees): Beginning in the second year of an Advantra Freedom Plan (i.e., the 13th month of the policy), Coventry shall pay Commissions for such Advantra Freedom Plans to Agent by the 15th day of the month that Commission is earned.

First Year and Renewals for Dual Eligible enrollees: For Advantra Freedom Plans sold to Dual Eligible enrollees (individuals that are eligible for both Medicare and Medicaid), Coventry shall pay first year and renewal Commissions on a monthly basis such that Commissions are paid by the 15th day of the month that Commission is earned. For example, the first month commission for a first year Advantra Freedom Plan policy that is effective on January 1, 2008 will be paid on February 15, 2008.

COMMISSION AMOUNTS:

For Non-Integrated Advantra Freedom Plans (those plans that do not include an AdvantraRx Part D drug plan):

Max Commission 2008	Max Renewal Year 2-3	Max Renewal Year 4-7	Max Renewal Year 8-10	Max Renewal Years 11+
\$400.00	\$125.00	\$120.00	\$75.00	\$25.00

For Integrated Advantra Freedom Plans (those Advantra Freedom Plans that include an AdvantraRx Part D drug plan):

Max Commission 2008	Max Renewal Comm Year 2-3	Max Renewal Comm Year 4-7	Max Renewal Comm Year 8-10	Max Renewal Comm Years 11+
\$460.00	\$137.00	\$132.00	\$87.00	\$37.00

B. COMPENSATION FOR ADVANTRA PLANS (MA-PD)

TIMEFRAMES:

Commissions shall be paid in the same manner as Advantra Freedom Plans, described above.

COMMISSION AMOUNT:

Max Commission 2008	Max Renewal Commission Year 2-4	Max Renewal Commission Year 5-7
\$400.00	\$70.00	\$60.00

C. COMMISSION FOR ADVANTRA RX PLANS

TIMEFRAME:

First Year Commission: Coventry shall advance to Agent the first twelve (12) months of Commissions for each AdvantraRx Plan sold under this Agreement. This twelve month advance shall be paid by the 15th day of the month immediately following the month in which Coventry receives from CMS the first Premium payment for an AdvantraRx Plan sold under this Agreement. If either (i) an AdvantraRx Plan policy lapses, terminates or otherwise cancels prior to the Commission advance being fully earned by Agent or (ii) Coventry terminates Agent for cause prior to the Commission advance being fully earned by Agent, then the unearned portion of Commission shall be charged back by Coventry. Commissions are earned as Coventry receives Premium from CMS and/or the enrollee on a monthly basis (i.e., 1/12 per month). All Commission charge backs may be charged against the next commission advance and or earned commissions or offset against any other compensation due or to become due to Agent.

Renewal Commissions: After the initial twelve months of an AdvantraRx Plan, Coventry shall pay Commissions for such AdvantraRx Plans on a pro rata monthly basis such that Agent shall be paid by the 15th day of the month immediately following the month in which Coventry receives a Premium payment from CMS. Coventry and Agent agree that Coventry and Agent will perform any necessary reconciliation, including charge backs and offsets, for advanced Commissions and regular Commissions paid by Coventry against actual Premiums received.

COMMISSION AMOUNT:

Maximum Commission 2008	Renewal Commission Years 2+
\$60.00	\$25.00

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. 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 3.

Social security number									

or

Employer identification number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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, and
3. I am a U.S. person (including a U.S. resident alien).

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 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain 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.

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

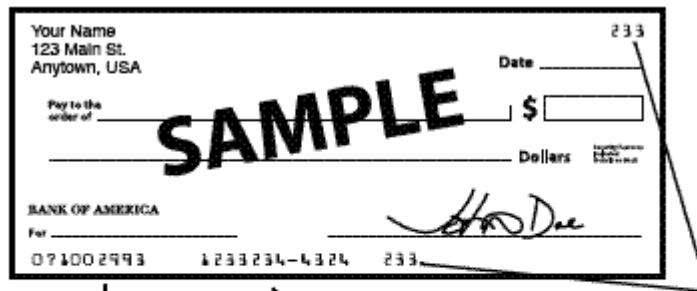
- The U.S. owner of a disregarded entity and not the entity,

ELECTRONIC FUND TRANSFER AUTHORIZATION FORM



Please return to the address below:
Coventry Health Care, Inc.
Attention: Contract Management Unit
2222 Ewing Road
Moon Twp., PA 15108
Email: pffscontractscmu@cvtv.com
Fax: 724-741-7285

_____ (“Payee”) hereby (1) authorizes Coventry Health Care, Inc. and its corporate affiliates (collectively “CHC”) to make payments for Payee’s services by Electronic Fund Transfer (EFT), (2) certifies that the Payee has selected the following depository institution, and (3) directs that all such EFTs be made as provided below:



The 9 digit Bank Routing/ABA Number is usually located here. If you are unsure, please check with your bank.

Your Account Number is shown here. Include spaces, slash marks or hyphens.

Actual check number. Do not use this number.

Depository Institution: _____

Banking Routing Number: (all routing numbers are 9 digits)

Account Number: _____

Account Name: _____

Account Type: Checking Savings (must choose one)

Payee’s Tax Id / Social Security #: _____

Contact Name: _____ Phone Number: _____

Contact Email Address: _____

Payee will give thirty (30) days advance notice in writing to CHC of any changes in its depository institution or other payment instructions.

When properly executed, this Authorization will become effective within thirty (30) days after its receipt by CHC. CHC also reserves the right to recall an EFT transaction if incorrect.

Before submitting this authorization form, the Payee should check with its banking institution to verify that it will be able to receive Automated Clearing House (ACH) transactions and if there are any associated fees for this service. To ensure the correct banking information is entered into our system, please enclose a copy of a voided check for the depositing account.

Date: _____ Payee Name: _____

Authorized Signature: _____ Title: _____