WellCare '08 Medicare Advantage

Integrated Benefits is proud to announce WellCare's new Medicare Advantage plans. They have plans designed specifically for Dual Eligible individuals (clients on Medicare and Medicaid) and the non-dual market. WellCare offers their dual eligible plan and non-dual plans for a **$0 premium**. They come with **a Dental, Vision and Hearing Benefit at no extra cost.**

Take a look at some of the benefits of working with WellCare:

- **$400 total commission for October 1st thru Jan 1st effective dates.** Includes $250 commission plus $150 ICA.
- Medicare Advantage PFFS plans and PDP plans for Duals and Non-Duals
- $0 premium plans with up to a **$50 monthly rebate**
- **Dental, Vision and Hearing Included in All Plans**
- **Hearing Aids** for as low as a $10 Co-Pay, **Glasses and Contacts** for as low as a $10 Co-Pay
- Up to **$30 Free in Mail Order Personal Care Items**

Your Next Step:

I have attached the "Producer Information", WellCare Agreement" and Direct Deposit forms. To get started just complete the following forms and fax to 304-342-4978. This will show you all of WellCare's 2008 Plans. Please feel free to contact me with any questions.

Integrated Benefits, Inc.
1510 Kanawha Blvd., East
Charleston, WV 25311
Toll Free: 1-800-962-4693 x 217
Fax: 304-342-4978
www.agentpipeline.com

PRODUCER INFORMATION FORM

PLEASE PRINT

License Type: ❒ Agent ❒ Solicitor ❒ G.A.

Producer Name (as it appears on your state insurance license)

Name: _____
First MI Last Suffix

Date of Birth: _____ Driver's License Number: _____
(MM/DD/YYYY)

Social Security Number: _____-_____-_____ E-mail: _____

Resident State: _____ In which states do you want to be contracted: _____

Present Home Address: _____
Street

_____
City State Zip Code

Home Telephone: (_____) _____ Home Fax: (_____) _____

Previous Home Address (if less than 24 months): _____
Street

_____
City State Zip Code

Business Address (if different than home address): _____
Street

_____
City State Zip Code

Business Telephone: (_____) _____ Business Fax: (_____) _____

Shipping Address (if different than business address): _____
Street (No P.O. Boxes)

_____
City State Zip Code

Please identify if you will be contracting as a(n)? ❒ Individual-Sole Proprietor ❒ Corporation
❒ Limited Liability Company ❒ Limited Liability Partnership ❒ Partnership

Please provide Errors & Omissions Carrier Name: _____

Please provide Errors & Omissions Policy #: _____

Effective Date: _____ Expiration Date: _____

I would like my commission checks assigned to (not applicable for solicitors):

❒ Myself ❒ My Agency ❒ My G.A.

If you choose Agency or GA, please provide the Corporate/Partnership:

Name: _____ Tax I.D. #: _____

DIRECT DEPOSIT

Please advise how you would like your commissions paid:

❒ Paper Check by Mail ❒ Direct Deposit

If you choose Paper Check by Mail, please provide the address where you would like to receive your payments:

❒ Home ❒ Business ❒ Shipping ❒ Other _____

_____

If you choose Direct Deposit, please fill out the following information:

Account Holder's Name: _____

Financial Institution: _____
Name

_____

City State Zip Code

Routing Number: _____ Account Number: _____

I herby authorize WellCare Health Plans or it's affiliates to deposit all earned compensation (commissions and bonuses) to the financial institution listed above. Furthermore, I fully understand that any charge-backs I incur may reduce future deposits or even cause them to cease until my commissions are equal to or above $5.00. Any errors in deposit transactions can be adjusted until properly corrected, if ever necessary. I enter into this agreement knowing it will remain in effect until I provide a written notice to terminate both WellCare Health Plans and the financial institution listed above.

Producer/Agency Principal Name: _____
(Printed)

_____
(Signature)

_____
(Date)

Please enclose a copy of a voided check or deposit slip (for savings account) along with this form.

BACKGROUND INFORMATION

1. Have you ever had your insurance license surrendered or revoked? ❒ Yes ❒ No

   If yes, please explain: _____

2. Is your insurance license currently restricted or under investigation? ❒ Yes ❒ No

   If yes, please explain: _____

3. Have you ever been refused a surety bond or had a claim paid for you? ❒ Yes ❒ No

   If yes, please explain: _____

4. Have you ever filed for bankruptcy? ❒ Yes ❒ No

   If yes, please explain: _____

5. Have you ever been convicted of a felony or misdemeanor, excluding traffic violations? ❒ Yes ❒ No

   If yes, please explain: _____

6. Are you at present involved in any litigation or administrative proceeding related to the insurance business or are there unsatisfied judgements against you? ❒ Yes ❒ No

   If yes, please explain: _____

7. Have you ever been listed as debarred, excluded or otherwise ineligible for participation in federal health care program? ❒ Yes ❒ No

   If yes, please explain: _____

Form **W-9**
(Rev. December 2000)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Please print or type

Name (See **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ 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)

Enter your TIN in the appropriate box. 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 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.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number

or

Employer identification number

List account number(s) here (optional)

Part II

For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

►

Part III 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 2.)

Sign Here **Signature of U.S. person ►** **Date ►**

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 only 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:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Corporations.

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:**

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. 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

5. You do not certify to the requester that you are not subject to backup withholding under 4 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. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

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

Part I—Taxpayer Identification Number (TIN)

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, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see ***Limited liability company (LLC)*** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

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 before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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 U.S. 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 the appropriate completed Form W-8.

Part III—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

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 "DBA" 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.*

DISCLOSURE AND AUTHORIZATION CONCERNING CONSUMER REPORTS

Pursuant to the Fair Credit Reporting Act, 15 U.S.C, Section 1681 et seq., ("FCRA") and various related state laws, as set forth in the attached sheet, this notice is to inform you that as part of our evaluation procedure for independent contractors certain of WellCare Health Plans, Inc.'s affiliates (collectively "the Company") may obtain and review a consumer report, as defined by the FCRA. This report will be obtained through the following Consumer Reporting Agency:

Interstate Background Research, Inc.
PO Box 817
New Port Richey, FL 34656-0817
Phone: 800-994-1100 / 727-944-5888
Fax: 727-944-5828

The report may contain information bearing on your character, general reputation, personal characteristics, mode of living and/or credit standing. The types of information that may be obtained include, but are not limited to: credit reports, social security number verification, criminal records checks, public court records check, driving records checks, educational records checks, verification of employment positions held, personal and professional references checks, licensing and certification checks, etc. The information contained in the report will be obtained from private and/or public record sources, including sources identified by you in your job application or through interviews or correspondence with your past or present coworkers, neighbors, friends, associates, current or former employers, educational institutions or other acquaintances. You are entitled to obtain more information about the nature and scope of such reports by submitting a written request to WellCare.

Authorization to Conduct Background Check

I have carefully read and understand this disclosure and authorization form. By signing below, I authorize Interstate Background Research, Inc. to conduct a consumer and/or investigative consumer report on me and to provide the results of the background to the Company. I understand that the Company enters into a contract or contracts with me this consent will remain valid through the last contract to terminate.

By my signature below, I authorize the disclosure of information concerning my employment, earnings history, education, credit history, credit capacity, credit standing, motor vehicle history, criminal history, and all other information deemed pertinent by Interstate Background Research, Inc. to the Company from private and public sector entities such as: past and present employers; learning institutions, including colleges and universities; law enforcement agencies; federal, state and local courts; the military; credit bureaus; and motor vehicle records agencies.

I understand that, to the extent authorized by law, information contained in contract application or otherwise disclosed to the Company by me, may be utilized for the purpose of obtaining consumer reports and/or investigative consumer reports.

I HAVE CAREFULLY READ AND UNDERSTAND THIS DISCLOSURE AND AUTHORIZATION FORM, INCLUDING THE ADDITIONAL STATE LAW NOTICES BELOW, AND BY MY SIGNATURE, CONSENT TO THE PREPARATION AND RELEASE OP THE INFORMATION DESCRIBED ABOVE TO WELLCARE.

Name: _____

Social Security Number: _____

Date of Birth (for identification purposes only): _____

Signature:_____ Date: _____

ADDITIONAL STATE LAW NOTICES

To the extent that you are seeking employment, as defined by the FCRA to include independent contractor relationships such as this one, in California, Maine, Minnesota, New York, or Oklahoma, please review these additional notices, and initial where appropriate.

CALIFORNIA: By checking this box. I request a copy of any consumer report obtained by the Company from any consumer reporting agency, at no extra charge, pursuant to the California Investigative Consumer Reporting Agencies Act, Ca. Civil Code §1786 et. seq. ❒

Be advised that you may receive notice of future requests to conduct background investigations. Pursuant to California Civil Code section 1786.22 be advised that you may view the file maintained on you by the consumer reporting agency listed above. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by appearing at the consumer reporting agency in person, or by mail: you may also receive a summary of the file by telephone. The agency is required to provide a written explanation to you regarding any coded information appearing in your file. If you appear in person, you may be accompanied by one other person of your choosing, provided that person furnishes proper identification.

MAINE: You have the right, upon request, to be informed of whether a consumer report was requested, and. if one was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from the Company, within 5 business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such consumer reporting agencies copies of any such investigative consumer reports.

MINNESOTA: By checking this box, I request a copy of any consumer report obtained by the Company from any consumer reporting agency, at no extra charge. ❒

NEW YORK: You have the right, upon request, to be informed of whether a consumer report was requested, and. if one was requested, the name and address of the consumer reporting agency furnishing the report. Upon written request you will be informed about whether or not an investigative consumer report was requested, and if such report was requested, the name and address of the consumer reporting agency to whom the request was made. You may inspect and receive a copy of such report bv contacting such agency.

OKLAHOMA: By checking this box, I request, a copy of any consumer report obtained by the Company from any consumer reporting agency, at no extra charge. ❒

DIRECT DEPOSIT

Please advise how you would like your commissions paid:

❒ Paper Check by Mail ❒ Direct Deposit

If you choose Paper Check by Mail, please provide the address where you would like to receive your payments:

❒ Home ❒ Business ❒ Shipping ❒ Other _____

_____

If you choose Direct Deposit, please fill out the following information:

Account Holder's Name: _____

Financial Institution: _____
Name

_____
City State Zip Code

Routing Number: _____ Account Number: _____

I herby authorize WellCare Health Plans or it's affiliates to deposit all earned compensation (commissions and bonuses) to the financial institution listed above. Furthermore, I fully understand that any charge-backs I incur may reduce future deposits or even cause them to cease until my commissions are equal to or above $5.00. Any errors in deposit transactions can be adjusted until properly corrected, if ever necessary. I enter into this agreement knowing it will remain in effect until I provide a written notice to terminate both WellCare Health Plans and the financial institution listed above.

Producer/Agency Principal Name: _____
(Printed)

_____
(Signature)

_____
(Date)

Please enclose a copy of a voided check or deposit slip (for savings account) along with this form.

WELLCARE AGENT AGREEMENT
FOR MEDICARE ADVANTAGE PLANS AND
PRESCRIPTION DRUG PLANS

THIS AGENT AGREEMENT (this "Agreement") is made and entered into effective as of the date set forth below by and between WellCare Health Plans, Inc.'s Affiliates named on the Compensation Schedules attached hereto (individually, and collectively "WellCare") and the undersigned agent ("Contracted Agent").

A. Certain Affiliates of WellCare are or will be authorized to operate one or more Medicare Advantage Plans, including but not limited to Private Fee for Service Plans and Medicare Advantage Prescription Drug (MAPD) Plans ("MA Plans") and/or sponsor one or more stand-alone prescription drug plans ("PDP Plans"), pursuant to the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (the "MMA") (Pub. L. 108-173), and WellCare desires to promote the MA Plans and/or PDP Plans to eligible Medicare beneficiaries who are interested in enrolling in the MA Plans and/or PDP Plans. In addition, from time to time, WellCare may offer other WellCare products to eligible Medicare beneficiaries who are interested in enrolling in the MA Plans and/or PDP Plans.

B. A Field Marketing Organization ("FMO") or General Agent (defined below), through which Contracted Agent (defined below) is a member of such FMO's or General Agent's network of contracted representatives, has recommended Contracted Agent be engaged by WellCare for all new business sales to solicit applications for MA Plans and/or PDP Plans and, if applicable, other WellCare products.

ARTICLE ONE
DEFINITIONS

As used herein, capitalized terms shall have the meanings set forth below:

1.1 **Affiliate** is any entity which, directly or indirectly, through one or more intermediaries, owns or controls, is controlled or owned by or is under common ownership or control with WellCare Health Plans, Inc. and operates one or more MA Plans and/or sponsors one of more PDP Plans. The Affiliates of WellCare offering MA Plans and/or PDP Plans are specifically set forth in the Contracted Agent compensation schedules attached hereto or subsequently issued hereunder in accordance with Section 3.2 below (the "Compensation Schedule(s)").

1.2 **Agent** is an appropriately licensed producer, independent contractor, approved by WellCare, free to exercise his or its own judgment as to the time and manner of performing services, pursuant to an agreement between Agent and WellCare.

1.3 **Contracted Agent** is an Agent who desires to market and promote to eligible Medicare beneficiaries MA plans or PDP Plans, and, if applicable, any other WellCare products. For purposes of this Agreement, all references to Contracted Agent shall include the Contracted Agent and any of its employees, officers, directors, or agents.

1.4 **CMS** is the Centers for Medicare & Medicaid Services.

1.5 **CMS Contract** is the contract entered into by CMS and WellCare, pursuant to which WellCare offers one or more MA Plans and/or one or more PDP Plans, in a specified service area or region.

1.6 **FMO** is an appropriately licensed, independent contractor, engaged by WellCare, free to exercise his or its own judgment as to the time and manner of performing services, pursuant to an agreement between the FMO and WellCare and authorized to recommend another agent for engagement as an Agent.

1.7 **General Agent** is an appropriately licensed, independent contractor, approved by WellCare, free to exercise his or its own judgment as to the time and manner of performing services pursuant to an agreement between General Agent and WellCare and is authorized to recommend other agents for approval by Wellcare as an Agent or Solicitor Agent. A General Agent also may be characterized as a Super General Agent or a Managing General Agent.

1.8 **MA Organization** is an entity that has entered into a contract with CMS to operate a MA Plan.

1.9 **MA Plan** is any Medicare Advantage Plan that may now or in the future be operated by WellCare including, but not limited to, Local Coordinated Care Plans ("Local MA Plans"), Regional Preferred Provider Plans ("Regional PPO Plans"), and Private Fee for Service Plans ("Private FFS Plans"). The definition of a MA Plan includes a MA Plan with prescription drug plan benefits, which is also known as a MA-PD Plan.

1.10 **Member** is an eligible Medicare beneficiary who has been enrolled by WellCare in a MA Plan or PDP Plan.

1.11 **PDP Plan** is any stand-alone Medicare Part D Prescription Drug Plan that may now or in the future be offered by WellCare.

1.12 **PDP Plan Sponsor** is an entity that has entered into a contract with CMS to sponsor a PDP Plan.

1.13 **Representatives** means General Agents, Agents and Solicitor Agents with whom a FMO or General Agent has relationships to promote the MA Plans and/or PDP Plans.

1.14 **Solicitor Agent** is an appropriately licensed, independent contractor, approved by WellCare, free to exercise his or its own judgment as to the time and manner of performing services pursuant to an agreement directly between the Solicitor Agent and WellCare, and agrees to be compensated directly by an FMO or General Agent with whom Solicitor Agent has relationships.

ARTICLE TWO
ENGAGEMENT, DUTIES AND LIMITATIONS ON AUTHORITY

2.1. **Engagement**. Subject to the terms and conditions of this Agreement, WellCare hereby approves Contracted Agent for all new business sales to solicit applications for MA Plans and/or PDP Plans and, if applicable, certain other WellCare products. The Contracted Agent's specific product authority for MA Plans and/or PDP Plans and any other WellCare products shall be provided to Contracted Agent in writing and shall be specified on one or more compensation schedules to be attached to this Agreement as Exhibit A and incorporated herein. Subject to the CMS rules implementing the MMA (the "CMS Rules"), WellCare may, in its sole and absolute discretion, discontinue or modify any of the MA Plans and/or PDP Plans. WellCare may also, in its sole and absolute discretion, discontinue or modify any of the other WellCare products. Contracted Agent hereby accepts such engagement. To the extent that any state or federal governmental authority may currently or in the future require a formal approval or registration process, the engagement of Contracted Agent shall be subject to such process. Except as may otherwise be specified by WellCare, the duties and obligations of WellCare and Contracted Agent with respect to the promotion and sale of any other WellCare products shall be the same as the duties and obligations of WellCare and Contracted Agent with respect to the promotion and sale of MA Plans and/or PDP Plans.

2.2. **Duties of Contracted Agent**. Contracted Agent shall:

a. Be certified by FMO or General Agent with which Contracted Agent has a relationship as having completed the training required by WellCare prior to promoting and marketing the MA Plans and/or PDP Plans.

b. Solicit and procure applications from interested and eligible Medicare beneficiaries, pursuant to applicable WellCare forms and agreements, including, without limitation, the collection of information designated by WellCare and CMS to process enrollments and the transmission of enrollment information to WellCare in a manner specified by WellCare (for example, utilizing an Internet-based enrollment facility, via electronic file transmission, or via facsimile transmission) and in compliance with standards and requirements that may be established from time to time by WellCare.

c. Maintain proper books and records and accounts of business covered by this Agreement ("Records"), in such manner and form as may be required by WellCare and in accordance with CMS Rules and applicable law, which Records shall be the property of WellCare, whether or not paid for by WellCare; make such Records available to WellCare or its representatives during normal business hours upon seven (7) business days prior notice; and immediately turn such Records over to WellCare upon termination of this Agreement; provided, however, that Contracted Agent may retain copies of such Records for its files in accordance with applicable law. In addition, copies of such Records shall be maintained for a period of ten (10) years from the later of (i) the

termination of this Agreement, or (ii) the completion of any audit by the U.S. Department of Health and Human Services, the Comptroller General, or their designee;

d. Render services to prospective Members including all necessary support services for presentations to prospective Members as required by WellCare and conduct itself so as not to affect adversely the business or reputation of itself or WellCare. For purposes of this Agreement, Member is defined as an eligible Medicare beneficiary who has been enrolled by WellCare in a MA Plan or PDP Plan;

e. Inform all prospective Members how premium payments for the MA Plans and/or PDP Plans are to be made, as prescribed by WellCare and consistent with CMS requirements, provided that such notice shall be given prior to or at the time application information is accepted from prospective Members, and further provided that Contracted Agent immediately shall remit to WellCare, for credit only against the proper account, any and all monies received by it on behalf of WellCare as full or partial payment of initial premiums, bills, accounts, charges and other items, of any nature whatsoever, and until such monies are remitted, hold them in trust for the benefit of WellCare, in separate accounts, not co-mingled with Contracted Agent's other funds; it being specifically acknowledged and agreed by Contracted Agent that Contracted Agent is not authorized to negotiate any check made payable to WellCare;

f. Timely pay to WellCare all monies which may be or become due to it by reason of advances or loans or overpayments to Contracted Agent or otherwise;

g. Maintain and make available for inspection complete books and records of all transactions pertaining to this Agreement which may be required pursuant to the CMS Rules, the applicable state insurance laws and regulations, or by any governmental entity or regulatory agency;

h. Maintain all appropriate licenses necessary to promote and market the MA Plans and/or PDP Plans under the laws of the State(s) where Contracted Agent actively markets the MA Plans and/or PDP Plans, and promptly notify WellCare of any complaint, inquiry, or disciplinary proceedings against it or against any of its principals, partners, shareholders, directors, officers, or employees relating to any license issued to any such person by a regulatory authority. Contracted Agent immediately shall notify WellCare of any expiration, termination, suspension, or other action affecting any such licenses;

i. Follow and be governed by the terms and conditions of this Agreement and by the reasonable rules and regulations for the conduct of WellCare business that WellCare has or shall put forth;

j. Use best efforts to keep Members enrolled in the MA Plans or PDP Plans by providing prompt service to Members;

k. Promptly report to WellCare any complaints or inquiries of which it becomes aware (and the facts relevant thereto) to/from any governmental authority regarding Contracted Agent or WellCare;

l. Comply with and meet the performance requirements, which WellCare may establish from time to time; it being acknowledged and agreed by Contracted Agent that its failure to comply with and meet such performance requirements may result in termination of this Agreement;

m. Where required by applicable law, provide to WellCare, at the end of each of Contracted Agent's fiscal year, Contracted Agent's audited financial statements prepared in accordance with Generally Accepted Accounting Principals; and

n. Notify WellCare in writing within thirty (30) days if there is a change in (i) ownership of ten percent (10%) or more of the outstanding stock of the Contracted Agent, (ii) any principal officer of the Contracted Agent, or (iii) any director of the Contracted Agent.

2.3. **Limitations on Authority**. Notwithstanding any other provision in this Agreement, Contracted Agent has no authority to, nor shall it represent itself as having such authority to, nor shall it do, any of the following:

a. Hold itself out as an employee, partner, joint venture or associate of WellCare or hold itself out as an agent of WellCare in any manner, or for any purpose, except as specified in this Agreement;

b. Alter, modify, waive or change any of the terms, rates or conditions of any advertisements or other promotional literature, receipts, policies or contracts of WellCare in any respect;

c. Insert any advertising in respect to WellCare or MA Plans and/or PDP Plans in any publication whatsoever, distribute any promotional literature or other information in any media, or use the logo/service marks of WellCare without prior written consent of WellCare;

d. Collect, or authorize any other person to collect, any premiums or payments on behalf of WellCare whatsoever, except the initial month's premium, if authorized in writing by WellCare;

e. Bind WellCare on any application for the MA Plans and/or PDP Plans, it being expressly understood that all applications must be approved by CMS and WellCare;

f. Incur any indebtedness or liability, make, alter, or discharge contracts, waive or forfeit any of WellCare's rights, requirements or conditions under the MA Plans and/or PDP Plans, extend the time of payment of any premium, or waive payment in cash on behalf of WellCare;

g. Transfer or sell the business of Contracted Agent created by this Agreement without WellCare's prior written consent, which shall not be unreasonably withheld, it being acknowledged and agreed by Contracted Agent that such business belongs exclusively to WellCare;

h. Deduct any payments due Contracted Agent from premiums or payments collected on behalf of WellCare;

i. Engage in underwriting activities on behalf of WellCare;

j. Settle or attempt to settle any Member claims;

k. Bind reinsurance or retrocessions on behalf of WellCare, or collect any payment from a reinsurer; and

m. Offset balances due under any contract with any offset due under any other contract.

2.4. **Promoting MA Plans and/or PDP Plans in Compliance with Marketing Guidelines**. Notwithstanding any other provision in this Agreement, Contracted Agent agrees, on behalf of itself and its employees, and agents, to comply with WellCare's policies and procedures relating to promoting MA Plans and/or PDP Plans to eligible Medicare beneficiaries. Contracted Agent will read the applicable MA Plan or PDP Plan Training Manual and comply with all applicable policies therein. Prior to marketing any MA Plan or PDP Plan and at least annually thereafter, Contracted Agent shall attend training sessions required and/or conducted by WellCare, or FMO or General Agent with which Contracted Solicitor Agent has a relationship, relating to marketing MA Plans and/or PDP Plans. Contracted Agent agrees not to make representations with respect to the nature or scope of the benefits of enrollment in the MA Plans and/or PDP Plans, except in conformity with the written guidelines and marketing materials furnished by WellCare to Contracted Agent for that purpose. These marketing guidelines specifically include, but are not limited to, (i) the Medicare Marketing Guidelines for Medicare Advantage Plans (MA), Medicare Advantage Prescription Drug Plans (MA-PDPs) and Prescription Drug Plans (PDPs) published by CMS on August 15, 2005, (ii) any and all changes to such Medicare Marketing Guidelines, and (iii) such other written guidelines and marketing materials that may be issued by CMS and/or established by WellCare and furnished to Contracted Agent (collectively, the "Marketing Guidelines"). By entering into this Agreement, Contracted Agent is acknowledging that the Contracted Agent, and its employees, officers, directors and agents have received, read and understand the Marketing Guidelines. Contracted Agent shall have no authority to, and will not purport to, make any oral or written alteration, modification, or waiver of any of the terms or conditions applicable to enrollment in the MA Plans and/or PDP Plans. In furtherance of

the foregoing, Contracted Agent shall be subject to, and cooperate with any investigation or corrective action required by WellCare related to Contracted Agent's marketing practices.

2.5. **Compliance with HIPAA Business Associate Requirements**. Contracted Agent agrees to comply with the HIPAA Business Associate requirements attached hereto and incorporated herein.

2.6. **Enrollment and Disenrollment of Members.** The enrollment and disenrollment of Members with respect to MA Plans and PDP Plans is governed by CMS Rules. Nothing contained in this Agreement shall be construed to limit the enrollment or disenrollment of Members in accordance with CMS Rules.

2.7. **WellCare's Right to Modify MA Plans and PDP Plans.** Subject to CMS Rules, WellCare may, in its sole and absolute discretion, discontinue or modify any of the MA Plans and any of the PDP Plans.

2.8. **Relationship of Parties**. Contracted Agent is an independent contractor and nothing contained in this Agreement shall be construed to create an employer and employee relationship between WellCare and Contracted Agent. Contracted Agent shall be responsible for providing any and all insurance coverages it is required to provide for itself, or for any of its employees, by law. Except as provided in this Agreement, WellCare shall not control the time, place or manner of Contracted Agent's activities. Each party shall be solely responsible for and shall hold the other party harmless against any obligation for payment of wages, salaries, or other compensation (including all state, federal, and local taxes and mandatory employee benefits), and insurance and voluntary employment related or other contractual or fringe benefits as may be due and payable by the party to or on behalf of such party's employees and other contractors. Neither party shall use the trademarks or tradenames of the other party except as specifically contemplated by this Agreement. Contracted Agent shall not advertise using the name of WellCare without the express written consent of WellCare. Except as specified in this Agreement, Contracted Agent is not, and shall not be deemed in any way, to be WellCare's agent, and WellCare shall not be bound or liable for any actions taken or representations made beyond the scope or in violation of this Agreement.

2.9. **Litigation**. Contracted Agent shall not initiate litigation in any dispute between Contracted Agent and any prospective or existing Member, without the prior written consent of WellCare, which consent may be withheld by WellCare for any or no reason. If any legal action is brought against either party hereto, or against both parties jointly, by reason of any alleged act, fault or failure of Contracted Agent in connection with its activities hereunder, WellCare may require Contracted Agent to defend such action, or at its sole and absolute option may defend therein and expend such sums as may be reasonable therefore including reasonable attorneys' fees, and Contracted Agent shall be chargeable therewith as well as with any amounts which may be recovered against WellCare by judgment, settlement or otherwise, in any such action, which amount Contracted Agent shall pay to WellCare on demand.

2.10. **Indemnification**. Contracted Agent shall defend, indemnify and hold WellCare harmless from and against any and all injuries, claims, demands, liabilities, suits at law or in equity, or judgments of any nature whatsoever, which WellCare, its employees, representatives or third parties may sustain or incur by reason of any act, neglect or default of Contracted Agent in connection with the performance of this Agreement.

ARTICLE THREE
COMPENSATION WHILE AGREEMENT IS IN EFFECT

3.1. **Compensation**. Except as set forth in Section 3.4 below with respect to the payment of compensation for MA Plans, each Affiliate specified on the compensation schedules attached hereto as Exhibit A shall pay, subject to all the terms and conditions of this Agreement and prior to its expiration or earlier termination, the amounts set forth on the compensation schedules attached hereto as Exhibit A for the MA Plans and/or PDP Plans and other WellCare products offered by such Affiliate. Contracted Agent shall accept the compensation set forth in this Section 3.1 as compensation in full for all services performed and for all expenses incurred by Contracted Agent under this Agreement. In the event that more than one Agent claims entitlement to receive compensation on the sale of any MA Plan or PDP Plan or other WellCare product, WellCare shall have the right, in its sole and absolute discretion, to decide and settle the dispute. The decision of WellCare shall be final, binding, conclusive and nonappealable.

3.2. **Changes in Compensation**. WellCare may, at any time, add additional Affiliates, increase or decrease the compensation payable as specified on the Contracted Agent Compensation Schedule on any or all MA Plans and/or PDP Plans or other WellCare products, and add additional products or Affiliates and fix the compensation payable for such additional products on any or all new MA Plans and/or PDP Plans or other WellCare products which are added to the compensation schedules attached hereto as Exhibit A by furnishing to Contracted Agent either (i) written notice or (ii) a revised compensation schedule. Notwithstanding the foregoing, any such change shall not be retroactive, and shall apply only to MA Plans and PDP Plans and other WellCare products, as applicable, solicited or arranged by Contracted Agent on or after the effective date specified in the written notice or revised compensation schedule, which effective date shall be at least forty-five (45) days after the date on which such written notice or revised compensation schedule is furnished to Contracted Agent.

3.3. **Payment of Compensation**. All compensation due to Contracted Agent under this Agreement with respect to MA Plans and/or PDP Plans shall be based on the enrollment of Members in an MA Plan or PDP Plan, as determined by CMS and WellCare.

a. **Deductions for Non-Enrollment**. If WellCare, in its sole and absolute discretion, elects to pay any compensation to Contracted Agent prior to receiving CMS confirmation of the enrollment of a Member in an MA Plan or PDP Plan and CMS does not, in fact, enroll the individual in the MA Plan or PDP Plan, Contracted Agent shall promptly refund such compensation paid to

Contracted Agent and attributable to such individual. WellCare may deduct such compensation from amounts otherwise owed by WellCare to Contracted Agent.

b. **Deductions for Disenrollment**. Contracted Agent acknowledges and agrees that all one-time payments to it upon enrollment of Members into MA Plans or PDP Plans and all annual renewal payments to Contracted Agent for Members that remain enrolled in the MA Plans or PDP Plans from one CMS Contract year to the next CMS Contract year shall be deemed an advance of compensation to Contracted Agent for the twelve month period from the Member's initial enrollment or renewal in the MA Plans or PDP Plans. If a Member disenrolls or is disenrolled within three (3) months of enrollment or renewal in the MA Plans or PDP Plans, Contracted Agent will refund all compensation paid to it by WellCare for such Members. If a Member disenrolls or is disenrolled after being enrolled or renewed in the MA Plans or PDP Plans for more than three (3) months, then Contracted Agent shall refund to WellCare an amount equal to one twelfth (1/12) of the compensation paid to Contracted Agent for the Member enrollment times the number of months the Member was not enrolled in the MA Plans or PDP Plans for the entire month. WellCare or the Affiliate that has paid Contracted Agent for such Members' enrollment may deduct from any amounts otherwise owed to Contracted Agent by WellCare or the Affiliate any refunds owed pursuant to this provision and shall provide Contracted Agent with information supporting the amount of any such deduction taken.

c. In the event this Agreement automatically is terminated under Section 4.3 or is terminated with cause by WellCare under Section 4.4, WellCare shall cease paying compensation to Contracted Agent and no further payment shall be due. This termination of payment shall be independent of any other rights that WellCare may have as a result of the breach of this Agreement.

d. Upon termination without cause of this Agreement by WellCare, WellCare shall continue paying to Contracted Agent the renewal compensation set forth in the Contracted Agent Compensation Schedule that was in effect as of the termination date for Members who continue to be enrolled in the MA Plans or PDP Plans. Such compensation shall be due to Contracted Agent only for so long as each such applicable Member remains enrolled in the WellCare product sold by Contracted Agent, or its replacement product, if applicable. The obligation of WellCare to pay compensation shall cease in the event that (i) Contracted Agent, at any time while payments continue, initiates, directly or indirectly, any communications with any Members for the purpose of replacing a product offered by WellCare with a product offered by another company, (ii) Contracted Agent, at any time while payments continue, engages in any of the conduct set forth in Section 4.4 which would have given rise to a termination for breach, (iii) WellCare reasonably determines that Contracted Agent or its Representative Member renewal attrition rate is materially higher than that of WellCare's network producers contracted to market the MA Plans or PDP Plans, or (iv) WellCare's payments to Contracted Agent as required by this Agreement are less than Six Hundred Dollars ($600.00) in any year.

e. This Section 3.3 shall survive termination of this Agreement.

3.4. **Monies Due WellCare**. WellCare may offset any monies due Contracted Agent against any debts now due, or which may become due, at any time from Contracted Agent, and these debts shall be a first lien against the monies due Contracted Agent or to become due Contracted Agent from time to time under this Agreement. Contracted Agent may not offset such debts against any monies accrued or to accrue hereunder, but not yet payable. If Contracted Agent has received any payment, compensation or other compensation to which Contracted Agent is not entitled under this Agreement, the same shall be a debt payable to the Affiliate upon demand.

3.5. **WellCare Decision Final**. In computing compensation, the determination of WellCare, in its sole and absolute discretion, shall be final in classifying or identifying the type, class, or kind of MA Plan or PDP Plan and the applicable compensation payable. In all cases where Contracted Agent's claim to compensation is disputed or is otherwise questionable, WellCare shall in its sole and absolute discretion have the right to decide and settle the dispute. The decision of the Affiliate shall be binding and conclusive and not subject to appeal or any dispute resolution procedure whether or not specified in this Agreement.

ARTICLE FOUR
TERMINATION AND RIGHT TO COMPENSATION THEREAFTER

4.1. **Term of Agreement**. The initial one year term of this Agreement shall begin on the date the Agreement is assented to by WellCare as described below (the "Effective Date") and shall automatically renew for successive one year terms unless terminated in accordance with the provisions of this Article Four.

4.2. **Termination Without Cause**. This Agreement may be terminated without cause by either Contracted Agent or WellCare upon thirty (30) days prior written notice, provided in accordance with the notice procedures set forth in this Agreement.

4.3. **Automatic Termination**. This Agreement automatically will terminate upon the occurrence of any of the following events:

a. If the Contracted Agent is an individual, upon the death of the individual;

b. If the Contracted Agent is a partnership, upon the death of any partner or any change in the partners composing the partnership, or dissolution of the partnership for any reason;

c. If the Contracted Agent is a corporation, upon the dissolution of the corporation or disqualification of the corporation to do business under applicable state laws;

d. The loss, restriction, revocation or suspension of Contracted Agent's insurance license or registration by any Federal or state regulatory authority having jurisdiction over the parties;

e. The Contracted Agent's business is sold, transferred or merged and WellCare has not consented to such sale, transfer or merger or has not approved the successor; or

f. The Contracted Agent becoming unable to pay debts as they mature, making an assignment for the benefit of creditors, or becoming the subject of a bankruptcy, insolvency, or similar proceedings.

4.4. **Termination With Cause**. WellCare immediately may terminate this Agreement for cause upon written notice to Contracted Agent upon the occurrence of any of the following events:

a. The failure of Contracted Agent to comply with the rules and regulations of WellCare (including, but not limited to, the Marketing Guidelines) or the laws or regulations of the states in which the Contracted Agent is licensed to conduct business or any Federal or state regulatory authority having jurisdiction over the parties.

b. The failure of Contracted Agent to maintain the insurance coverages set forth in this Agreement.

c. The failure of Contracted Agent to otherwise conform to the terms and conditions of this Agreement.

d. The conviction of Contracted Agent or any of its principals, shareholders, directors or officers of a felony crime or any other crime involving moral turpitude.

e. If Contracted Agent or any principal, partner, shareholder, director or officer of Contracted Agent directly or indirectly contacts, communicates, or meets with any Member for the purpose of replacing a PDP Plan or MA Plan operated or offered by WellCare with a PDP Plan or MA Plan operated or offered by an entity that has entered into a contract with CMS to sponsor a PDP Plan or MA Plan that is not affiliated with WellCare.

f. The failure of Contracted Agent to satisfactorily complete training as set forth in Section 2.4 above.

4.5. **Contracted Agent's Obligations Following Termination of Agreement**. Following termination of this Agreement, Contracted Agent shall direct inquiries regarding the MA Plans and/or PDP Plans to WellCare. At the request of WellCare, Contracted Agent shall copy all requested records in its possession relating to MA Plan and PDP Plan applicants and Members and forward such copies to WellCare. The cost of copying such records shall be borne by Contracted Agent.

4.6. **Monies Due the Contracted Agent**. All payments due Contracted Agent after termination of this Agreement shall be subject to the provisions of Article Three above.

4.7. **Compensation Following Termination of Agreement; Vesting**.

a. In the event this Agreement automatically is terminated under Section 4.3 or is terminated with cause by WellCare under Section 4.4, WellCare shall cease paying to Contracted Agent any compensation under this Agreement and no further payment shall be due. This termination of payment shall be independent of any other rights that WellCare may have as a result of the breach of this Agreement.

b. Upon the termination without cause of this Agreement by WellCare, all initial payments and renewal fees due to Contracted Agent as set forth on the compensation schedules attached hereto as Exhibit A (including the compensation schedules for MA Plans, PDP Plans and other WellCare products) in effect as of the termination date of this Agreement shall be vested in Contracted Agent and payable to Contracted Agent by WellCare regardless of whether this Agreement is still in force at the time such initial payments and renewal fees become due for as long as each such applicable Member remains enrolled in the MA Plan and/or PDP Plan, or other WellCare product, as applicable with WellCare and premiums continue to be paid by CMS and the Member, as applicable. The obligation of WellCare to pay such initial payments and renewal fees shall cease in the event that (i) Contracted Agent, at any time while payments continue, engages in any of the conduct set forth in Section 4.4 which would have given rise to a termination for breach, or (ii) WellCare's payments to Contracted Agent as required by this Agreement are less than Six Hundred Dollars ($600.00) in any year. This Section 4.7 shall survive termination of this Agreement.

4.8. **Compensation After Death or Dissolution**.

a. If Contracted Agent is an individual, and if, at the time of his or her death, compensation is payable pursuant to this Agreement, WellCare will pay such compensation to Contracted Agent's designated beneficiary or beneficiaries. If no designated beneficiary survives Contracted Agent, then any compensation payable under this Agreement shall be payable to Contracted Agent's estate in accordance with the testamentary laws of the state in which Contracted Agent lawfully resided immediately prior to his or her death.

b. If Contracted Agent is a corporation or partnership, and in the event of Contracted Agent's voluntary or involuntary dissolution, any compensation payable pursuant to this Agreement shall be paid to the person or entity Contracted Agent legally assigns to receive such compensation. In the absence of a valid assignment, WellCare shall hold such compensation, without interest, until such time as entitlement to such compensation are agreed upon in writing by all interested persons, or is duly established by the final order or decree of a court having jurisdiction over all interested persons. In the event of any

controversy or conflicting claims to any such compensation, WellCare shall be entitled to recover, from the funds so held or from the claimants to such funds, all expenses (including but not limited to reasonable attorney's fees) incurred in protecting WellCare's interest and in ascertaining the person or entity legally entitled to such compensation.

ARTICLE FIVE
GENERAL PROVISIONS

5.1. **Good Character.** Contracted Agent represents and warrants that it and its officers and directors are of good character and have not been affiliated, directly or indirectly, through ownership, control, management, reinsurance transactions or other insurance or business relationships with any person or persons known to have been involved in the improper manipulation of assets, accounts or reinsurance.

5.2. **Dual Employment**. Except in accordance with applicable law and the express written consent of WellCare, Contracted Agent shall not employ an individual who is also an employee of WellCare.

5.3. **Examination of Contracted Agent.** WellCare may cause to be conducted an examination of Contracted Agent as required by, and in accordance with, applicable law. Such examinations shall be made available to the appropriate state insurance authority and shall be maintained for such period as required by applicable law.

5.4. **Proprietary and Confidential Information**. Contracted Agent agrees that all marketing and promotional materials, advertisements, circulars, brochures or similar material concerning the MA Plans and/or PDP Plans, rate and benefit schedules, contracts, records files, manuals, forms, and other materials and information furnished by WellCare is and shall remain confidential and proprietary to WellCare. Contracted Agent agrees that such proprietary and confidential information shall only be used by Contracted Agent in connection with its performance under this Agreement and only in the manner provided by this Agreement. Contracted Agent shall not use any of WellCare's proprietary and confidential information to, directly or indirectly, compete with WellCare, or to assist any competitor of WellCare to compete with WellCare, during the term of this Agreement or at any time thereafter. Upon expiration or termination of this Agreement, Contracted Agent immediately shall return to WellCare all proprietary and confidential information.

5.5. **Assignment**. Neither this Agreement nor any of the duties or benefits of this Agreement shall be assigned or transferred, either in whole or in part, by Contracted Agent. This Agreement may be assigned by WellCare upon notice to Contracted Agent.

5.6. **Entire Agreement: Modifications**. This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof. WellCare may, from time to time, amend, revise, or supplement the provisions of this Agreement by providing written notice to the Contracted Agent. The written notice shall specify the effective date of the amendment, revision, or

supplement to the provisions of this Agreement. This Agreement terminates and supersedes all prior verbal and written agreements between WellCare and Contracted Agent as to new business received by WellCare from Contracted Agent with respect to the MA Plans and/or PDP Plans on or after the Effective Date of this Agreement. If any such agreements are in existence, they are hereby cancelled, except with respect to any compensation payable thereunder, which compensation shall continue to be paid in accordance with the terms thereof. Nothing herein shall be construed to affect or waive any claim of any kind, whether for money or otherwise, that WellCare may have against Contracted Agent under any such agreements. No provision of this Agreement shall be construed to supplant or modify any provision of any other existing agreement between WellCare and Contracted Agent that do not relate to the MA Plans and/or PDP Plans, or other WellCare products.

5.7. **Insurance**. Contracted Agent shall maintain the following insurance coverages:

a. *Commercial General Liability Insurance*, including, but not limited to, premises and contractual liability with limits of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate for bodily injury and property damage. Said insurance shall be provided on an "occurrence" form.

b. *Workers Compensation and Employer's Liability* if the Contracted Agent is an employer of one or more employees, workers compensation coverage with minimum limits as required by law.

c. *Contracted Agent's Errors and Omissions Insurance* in an amount of not less that one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) annual aggregate. If Contracted Agent has a claims-made based policy (or policies) and such policy (or policies) are cancelled or not renewed, Contracted Agent agrees to exercise any option contained in said policy (or policies) to extend the reporting period to the maximum period permitted; provided, however, that Contracted Agent need not exercise such option if the superseding insurer will accept all prior claims.

None of the foregoing requirements as to the type and limits of insurance to be maintained by Contracted Agent are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contracted Agent under this Agreement. Each of Contracted Agent insurance policies shall: (i) be issued by companies that are admitted insurers in the jurisdiction in which the services or products are being provided, (ii) be issued by companies that have an A. M. Best rating of not less than "A-" and are in a size category which is not lower than "VIII", (iii) be primary and noncontributory with any of WellCare's insurance, (iv) name WellCare as an additional insured; (except workers compensation, employers liability and professional liability coverages), and (v) provide WellCare with thirty (30) days prior written notice of cancellation, non-renewal or material change in the form or limits of coverage.

Contracted Agent shall cause its insurance carriers, brokers or agents to issue certificates of insurance to WellCare evidencing all insurance coverages required by this Section. Notwithstanding any other provision of this Agreement, failure to provide the certificates of insurance shall be grounds for immediate termination of this Agreement.

5.8. **Waiver**. Failure of WellCare to enforce compliance with the terms and conditions of this Agreement shall not be construed as a waiver of the right to exercise the same at any time.

5.9. **Notice**. Any and all notices required or permitted to be given hereunder shall be in writing and shall be sent by personal delivery, including (i) commercial messenger service overnight delivery, (ii) United States Postal Service certified or registered mail, return receipt requested, or (iii) facsimile transmission with electronic confirmation of successful transmission to the last known address of recipient or as set forth herein. Irrespective of the manner of delivery or transmission used, all such notices shall be properly addressed and directed with postage or delivery charges prepaid (if any), to the party at its respective address or facsimile number set forth below or to such other address which any party may designate in writing in accordance with the provisions of this Section 5.9.

If to WellCare:

WellCare Health Plans, Inc.
Attention: General Counsel
8735 Henderson Road
Renaissance Two
Tampa, FL 33634
Facsimile: (813) 290-6210

If to Contracted Agent:

To Contracted Agent's last known address.

Notices sent by either personal delivery or facsimile transmission shall be deemed given upon independent written verification of receipt. Notices sent via overnight delivery shall be deemed given on the next business day. All other notices sent by either registered or certified mail shall be deemed given three (3) business days from mailing.

5.10. **Compliance with Applicable Law: Severability**. In the event any provision of this Agreement conflicts with laws applicable hereto or under which this Agreement is construed, or if any provision of this Agreement shall be held illegal or unenforceable or partially illegal or unenforceable by a court or governmental authority with jurisdiction over the parties to this Agreement, then this Agreement shall be modified to conform with said laws or judicial determination and such provision shall be construed and enforced only to such extent as it may be a legal and enforceable provision and all other

provisions of this Agreement shall be given full effect separately therefrom and shall not be affected thereby.

5.11. **Governing Law/Arbitration.** This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Hillsborough County Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Judgment on the arbitrator's award may be entered in any court having jurisdiction. The costs of the arbitration, including the fees of the arbitrator shall be borne equally by the parties, and each party shall be responsible for the fees of its own attorneys and experts. The arbitrator shall not consolidate claims of third parties into one proceeding, nor shall the arbitrator have the power to hear the arbitration as a class action. The sole right of the arbitrator shall be to enforce and interpret the terms of this Agreement and not to expand the rights or obligations of the parties. The arbitrator shall only have the right to award actual direct damages and shall not have the right to award special, consequential or punitive damages. Notwithstanding the foregoing, WellCare may seek relief for breaches of Sections 5.4(e) or 6.5 in any court of competent jurisdiction, as the parties recognize that the breach of such sections would result in irreparable harm for which monetary damages would be inadequate. In the event of a breach of either Section 4.4(e) or 5.4, WellCare shall be entitled to receive special or consequential damages to the extent awarded by a court or the arbitrator.

5.12. **Incorporation of Other Legal Requirements**. Any provisions now or hereafter required to be included in the Agreement by any Federal or State governmental authority with competent jurisdiction over the subject matter hereof including but not limited to CMS, shall be binding upon and enforceable against the Parties hereto and deemed incorporated herein, irrespective of whether or not such provisions are expressly set forth in this Agreement.

5.13. **Specific Regulatory Obligations of Medicare Participation**. Without limiting any other provision contained in this Agreement, Contracted Agent agrees to abide by and comply with the obligations imposed on it in this Section 5.13. As used in this Agreement, the term "Medicare Laws and Regulations" shall mean and include: (i) the MMA; (ii) the Social Security Act, as amended; (iii) Part C of Title XVIII of the Social Security Act and all rules and regulations related to Part C that are from time to time adopted by CMS; (iv) Part D of Title XVIII of the Social Security Act and all rules and regulations related to Part D that are from time to time adopted by CMS; (v) any laws and regulations enacted, adopted, promulgated, applied, followed or imposed by any governmental authority or court in respect of Medicare or any successor federal governmental program; and (vi) any and all administrative guidelines (including the Marketing Guidelines), bulletins, manuals, instructions, requirements, policies, standards, or directives from time to time adopted or issued by CMS or HHS relating to any of the foregoing, as any of the preceding Medicare Laws and Regulations from time to time may be amended, modified, revised or replaced, or interpreted by any governmental authority or court.

a. **Compliance with Laws**. Contracted Agent shall ensure that Contracted Agent has obtained all licenses and permits required under applicable Medicare Laws and Regulations for Contracted Agent to perform its obligations as required pursuant to this Agreement. Contracted Agent agrees that, as between Contracted Agent and WellCare, Contracted Agent shall be responsible for determining and complying with all Medicare Laws and Regulations applicable to the performance of its obligations pursuant to this Agreement.

b. **Business Integrity**. Contracted Agent agrees to be bound by the provisions set forth at 45 CFR Part 76. In addition to the foregoing, Contracted Agent represents, warrants, and covenants that Contracted Agent has not been or will during any term hereof be (i) listed as debarred, excluded, or otherwise ineligible for participation in federal health care programs or (ii) convicted of a criminal felony. If at any time Contracted Agent becomes aware of any violation of this representation, warranty, and covenant, Contracted Agent agrees to notify WellCare in writing immediately. If Contracted Agent becomes debarred or ineligible or if Contracted Agent has not taken the actions required of it in the preceding sentence (if and when applicable), then WellCare may terminate this Agreement immediately upon written notice to Contracted Agent without liability to WellCare, or take such other corrective or remedial action as warranted under the circumstances.

c. **Maintenance of Records; Audits**. Contracted Agent shall keep and maintain, in accordance with prudent business practices, accurate, complete, and timely books, records and accounts of all transactions occurring as part of the furnishing of marketing and promotional services to WellCare hereunder. Contracted Agent shall retain such books and records during the term of this Agreement and for a period of at least ten (10) years after the expiration or earlier termination of this Agreement in its entirety and for such longer period of time as required by any ongoing audit or investigation of WellCare, Contracted Agent, or other person that is being conducted by a governmental authority. Contracted Agent shall permit the Secretary of Health and Human Services (HHS), CMS, the Comptroller General, WellCare or their designees to have the right to inspect, evaluate, and audit the facilities, offices, equipment, books, records, contracts, documents, papers, and accounts relating to Contracted Agent's performance of services pursuant to this Agreement. The right of HHS, CMS, the Comptroller General, WellCare and their designees to inspect, evaluate and audit any of the foregoing types of information shall exist during the term and for a period of ten (10) years after the expiration or earlier termination of this Agreement in its entirety and for such longer period of time as required to complete an on-going audit or investigation. The provisions of this section shall survive the expiration or earlier termination of this Agreement for any reason whatsoever.

d. **Delegation**. Contracted Agent shall not delegate or subcontract any service, activity, or other obligation required of it under this Agreement to any other person, without the prior written consent of WellCare. Any such delegation or subcontract, if consented to by WellCare (an "Approved

Delegation"), shall be performed by the delegate in accordance with WellCare's contractual obligations to CMS, Contracted Agent's contractual obligation under this Agreement and the requirements of this Section. Contracted Agent agrees that any agreements of Contracted Agent with respect to a delegation or subcontract for an Approved Delegation shall be in writing, signed by the parties to be bound thereby and in compliance with all applicable Medicare Laws and Regulations. In the event that a delegate of Contracted Agent fails or is unable (for any reason whatsoever) to perform in a satisfactory manner any services, activities, or other obligations which have been sub-delegated or subcontracted pursuant to an Approved Delegation, then WellCare or CMS shall have the right to suspend, revoke, or terminate such Approved Delegation effective upon the date set forth in a written notice furnished to Contracted Agent. Additionally, WellCare or CMS shall have the right to institute corrective action plans or seek other remedies or curative measures respecting the unsatisfactory Approved Delegation consistent with applicable Medicare Laws and Regulations. Any attempted sub-delegation or subcontract by Contracted Agent which is not an Approved Delegation shall be null and void and of no force or effect.

e. **Suspension, Revocation or Termination of Agreement**. Contracted Agent understands and agrees that, in the event Contracted Agent fails or is unable (for any reason whatsoever) to perform in a satisfactory manner any of the services set forth in this Agreement (including, but not limited to, performing reporting and disclosure requirements in a timely manner), then WellCare or CMS (as applicable) shall have the right to suspend, revoke or terminate this Agreement. Additionally, WellCare or CMS shall have the right to institute corrective action plans or seek other remedies or curative measures with respect to Contracted Agent's services and duties under this Agreement.

f. **Monitoring**. Contracted Agent acknowledges and understands that WellCare is responsible to CMS for operation of the MA Plans and/or PDP Plans in accordance with Medicare Laws and Regulations and in accordance with any other administrative guidelines or requirements issued by CMS. In view of the foregoing, Contracted Agent shall permit WellCare to monitor the performance of Contracted Agent and shall ensure that WellCare shall be permitted to monitor the performance of Representatives on an on-going basis, in any manner that WellCare reasonably deems appropriate for compliance with WellCare's obligations to CMS. The rights specifically reserved for WellCare under this Section shall not relieve Contracted Agent from its obligations under this Agreement or any Representative from its, his, or her obligations pursuant to this Agreement and any other agreement between Contracted Agent and WellCare.

g. **Compliance with WellCare's Obligations**. Contracted Agent agrees that all services performed by Contracted Agent pursuant to this Agreement shall be consistent with and shall comply with the contractual obligations imposed upon WellCare under the CMS Contract. Contracted Agent agrees that Contracted Agent, at all times, shall furnish those marketing and

promotional services required of them by this Agreement in a manner that permits WellCare to comply with the CMS Contract and all applicable Medicare Laws and Regulations.

h. **Federal Policies; Flow Down Provisions**. Because Contracted Agent is furnishing marketing and promotional services with respect to MA Plans and/or PDP Plans which are the subject of a contract between WellCare and CMS, the following obligations are imposed upon Contracted Agent, with which Contracted Agent shall comply: Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d et seq.); Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC §§ 793 and 794); Title IX of the Education Amendments of 1972, as amended (20 USC § 1681 et seq.); Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended (41 USC § 9849); the Americans with Disabilities Act (42 USC § 12101 et seq); the Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.); and the Vietnam Era Veterans Readjustment Assistant Act (38 USC § 4212); together with all applicable implementing regulations, rules guidelines and standards as from time to time are promulgated thereunder by applicable governmental authorities.

i. **Nondiscrimination**. Contracted Agent agrees that all of the services it provides hereunder with respect to the MA Plans and/or PDP Plans shall be rendered without regard to health status, race, religion, color, creed, national origin, ancestry, religion, physical handicap, medical condition (including HIV status), mental status, age (except as provided by law), martial status, sex, sexual orientation, or gender identity of any individual. In addition, Contracted Agent agrees that it shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, creed, national origin, ancestry, religion, physical handicap, medical condition (including HIV status), mental status, age, martial status, sex, sexual orientation, or gender identity. Contracted Agent agrees that the evaluation and treatment of Contracted Agent employees and applicants for employment are, and will be, free from such unlawful discrimination. Contracted Agent agrees that Contracted Agent shall comply with the provisions of all Medicare Laws and Regulations relating to equal and fair employment.

j. **Equal Opportunity Employer**. WellCare is an equal opportunity employer. As such, the provisions of Executive Order 11246, as amended (Equal Opportunity/Affirmative Action), 38 USC §4212, as amended, (Vietnam Era Veterans Readjustment Act), and Section 503 of the Rehabilitation Act of 1973, as amended (Handicapped Regulations), together with the implementing regulations (found at 41 CFR §§ 60-1, & 60-2, 41 CFR § 60-250, and 41 CFR § 60-741, respectively), and rules, guidelines and standards as from time to time are promulgated thereunder by applicable governmental authorities, are incorporated by reference into this Agreement, and Contracted Agent agrees to abide by the foregoing provisions that, as a contractor of WellCare, are applicable to Contracted Agent.

k. **Data Protection**. Contracted Agent shall comply with all applicable Medicare Laws and Regulations, WellCare policies and procedures, and administrative guidelines issued by CMS pertaining to the confidentiality, privacy, data security, accuracy, and/or transmission of personal, health, enrollment, financial, and consumer information and/or medical records (including prescription records) of Members.

l. **Member Hold Harmless**. Contracted Agent shall not, in any event (including, without limitation, non-payment of any compensation hereunder, bankruptcy or insolvency of an Affiliate or breach of this Agreement), bill, charge, collect a deposit from, seek compensation or remuneration or reimbursement from, hold responsible, or otherwise have any recourse against any actual or prospective Member for any amounts otherwise payable by WellCare to Contracted Agent pursuant to this Agreement or otherwise.

5.14. **Disclosure of Compensation**. Contracted Agent shall disclose, upon request or where required by law, to each Member the amount and method of calculation of all compensation received from WellCare in connection with the sale of MA Plans and/or PDP Plans sold to such Member and shall take such other actions and make such other disclosures as may be required to comply with any and all statutory and regulatory requirements applicable to Contracted Agent. Contracted Agent shall provide WellCare or any governmental regulatory agency with documentary evidence of its compliance with the disclosure requirements set forth in this section upon request.

5.15. **Discretion**. Whenever in this Agreement some action, report or change must be taken or omitted by Contracted Agent if required or deemed necessary by WellCare, and whenever WellCare is given the option to require any act or omission by Contracted Agent, or to take or not take any action on its part, including the adoption and promulgation of rules and regulations, WellCare may act in its sole discretion, which shall be final and conclusive.

I have thoroughly reviewed the attached Agent Application and this Agent Agreement and have answered all questions on the Agent Application to the best of my knowledge. By signing below, I hereby attest to all matters set forth on the Agent Application and agree to be bound by the terms, conditions and provisions set forth in the Agent Agreement. I have executed this Agent Agreement as evidence of the understanding, acceptance and consent of its terms, and agree that I will not solicit business until I receive notification from WellCare that this Agent Agreement has been accepted by it and made effective. I understand that as part of its approval process, WellCare may obtain an investigative consumer report which will confirm information regarding my character, general reputation, credit history, personal characteristics and mode of living. I hereby authorize WellCare to obtain such a report.

(Check one)
____ INDIVIDUAL
____ PARTNERSHIP
____ CORPORATION
____ OTHER (PLEASE EXPLAIN)_____

_____
Printed Name of Individual or Entity as it appears on license

BY: _____
Signature of Authorized Company Officer

Title: _____

_____
Address

_____ _____ _____
City State Zip Code

SSN or TAX I.D. NUMBER: _____

If your application for this Agreement is accepted WellCare will send you a written acknowledgment (which may be via e-mail if you provided an e-mail address) indicating WellCare's assent to the Agreement and the Agreement Effective Date.

EXHIBIT A
Effective November 15, 2006

COMPENSATION SCHEDULE

PDP PLANS

Affiliates offering PDP Plans: WellCare Prescription Insurance, Inc.

WellCare will compensate Contracted Agent as follows for PDP Plans marketed and promoted by Contracted Agent for CMS Contract years 2006 and 2007:

A. Application Fees

For each individual who is enrolled in a PDP Plan as a result of the marketing and promotion services of Contracted Agent under this Agreement (a "PDP Plan Member"):

(i) WellCare shall make a one-time Application Fee payment of $**50.00** to Contracted Agent.

The one-time Application Fee payment shall be paid to Contracted Agent within thirty (30) days following the enrollment of the PDP Member. WellCare may, in its sole and absolute discretion, advance the one-time Application fee payment to Contracted Agent, subject to the terms and conditions of the Agreement.

B. Renewal Fees

WellCare shall pay Contracted Agent an annual Renewal Fee for each individual who is enrolled in a PDP Plan during the then current CMS Contract year and who remains continuously enrolled in a PDP Plan into the immediately following CMS Contract year (a "Renewing PDP Plan Member"). The Renewal Fee shall be **$25.00** for each Renewing PDP Plan Member.

The annual Renewal Fee payment shall be paid to Contracted Agent within thirty (30) days of the anniversary date of the Renewing PDP Plan Member's enrollment in the PDP Plan. WellCare may, in its sole and absolute discretion, advance Renewal Fees to Contracted Agent, subject to the terms and conditions of the Agreement.

PRIVATE FEE FOR SERVICE PLANS

EXHIBIT A
Effective November 15, 2006

Affiliates offering PFFS Plans: WellCare Health Insurance of Illinois, Inc.
WellCare Health Insurance of Arizona, Inc.
WellCare Health Insurance of New York, Inc.

WellCare, on behalf of Affiliates offering Private FFS Plans, will compensate Contracted Agent as follows for Private FFS Plans marketed and promoted by Contracted Agent for CMS Contract years 2006 and 2007:

A. Application Fees

For each individual who is enrolled in a Private Fee for Service Plan as a result of the marketing and promotion services of Contracted Agent under this Agreement (a "PFFS Member"), WellCare shall pay Contracted Agent a one-time initial payment of **$250.00**.

The one-time initial payment shall be paid to Contracted Agent within thirty (30) days following the enrollment of the PFFS Member. WellCare may, in its sole and absolute discretion, advance the one-time initial payment to Contracted Agent, subject to the terms and conditions of the Agreement.

B. Renewal Fees

WellCare shall pay Contracted Agent an annual Renewal Fee for each individual who is enrolled in a PFFS Plan during the then current CMS Contract year and who remains continuously enrolled in a PFFS Plan into the immediately following CMS contract year (a "Renewing PFFS Member"). The Renewal Fee shall be $**100.00** for each Renewing PFFS Member.

The annual Renewal Fee payment shall be paid Contracted Agent within thirty (30) days of the anniversary date of the Renewing PFFS Member's enrollment in the Private FFS Plan. WellCare may, in its sole and absolute discretion, advance Renewal Fees to Contracted Agent, subject to the terms and conditions of the Agreement.

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is incorporated into the attached General Agency Agreement (the "Agreement") entered into between WellCare Health Plans, Inc., on behalf of the Affiliates named in the Agreement (WellCare"), and Contracted Agent (Business Associate"). Terms not otherwise defined herein are given the meaning provided in the Agreement. WellCare and Business Associate hereby agree as follows.

A. Business Associate provides certain services to WellCare, and, in connection with those services, WellCare discloses to Business Associate certain protected health information as defined at 45 CFR § 160.103 (the "Protected Health Information") that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA," found at Public Law 94-191), and certain regulations promulgated by the U.S. Department of Health and Human Services to implement certain provisions of HIPAA (the "HIPAA Privacy Rule," 45 CFR Part 160 and 45 CFR Part 164, subparts "A" and "E").

B. WellCare is a "covered entity," as that term is defined in the HIPAA Privacy Rule. Business Associate, as recipient of Protected Health Information from WellCare under the Agreement, is a "business associate" of WellCare, as that term is defined in the HIPAA Privacy Rule.

C. Pursuant to the HIPAA Privacy Rule, all business associates of WellCare, as a condition of doing business with WellCare, must agree in writing to certain mandatory provisions regarding, among other things, the use and disclosure of Protected Health Information. The Parties agree that the obligations specified herein shall commence upon the Effective Date.

D. The purpose of this Addendum is to satisfy the requirements of the HIPAA Privacy Rule and the HIPAA Security Rule (defined in Section 14), as well as other confidentiality and data security concerns of WellCare.

1. **Definitions.** Unless otherwise defined in this Addendum, capitalized terms have the same meaning as set forth in the HIPAA Privacy Rule, the HIPAA Security Rule, or the Agreement.

2. **Applicability.** This Addendum shall be applicable to Protected Health Information (i) received by Business Associate from WellCare pursuant to the Agreement or (ii) created or received by Business Associate on behalf of WellCare pursuant to the HIPAA Related Agreements.

3. **Scope of Use of Protected Health Information.** Business Associate shall not use or disclose Protected Health Information for any purpose other than:

(i) As permitted or required by the Agreement (including this Addendum); and

(ii) As otherwise required by law.

4. **Safeguards for the Protection of Protected Health Information.** Business Associate shall implement and use appropriate safeguards, including but not limited to appropriate administrative, technical, and physical safeguards and including but not limited to any and all such safeguards directed by WellCare, to ensure that Protected Health Information is not used or disclosed by Business Associate, or by any subcontractors, affiliates, or business associates of Business Associate, except as provided in the Agreement (including this Addendum).

5. **Reporting of Unauthorized Uses or Disclosures.** Business Associate shall promptly report to WellCare any use or disclosure of Protected Health Information by Business Associate or its subcontractors of which Business Associate becomes aware that is not provided for or permitted in the Agreement (including this Addendum). Business Associate shall permit WellCare reasonable access to Business Associate's employees and records (including electronic records) as reasonably necessary to investigate any such report.

6. **Use of Subcontractors.** To the extent that any HIPAA Related Agreement expressly permits Business Associate to use subcontractors and/or agents to perform its obligations under such HIPAA Related Agreement or to otherwise delegate performance of its obligations (if at all), Business Associate shall cause each such subcontractor, agent or delegatee to sign an agreement with Business Associate containing substantially the same provisions and conditions related to the protection and confidentiality of Protected Health Information as those that apply to Business Associate under the applicable Agreement (including this Addendum).

7. **Authorized Access to Protected Health Information.** To the extent that Business Associate maintains Protected Health Information in a Designated Record Set, at the request of WellCare, Business Associate shall provide WellCare (or an Individual as directed by WellCare) access to such Protected Health Information in a Designated Record Set in the time and manner reasonably designated by WellCare in order for WellCare to meet the requirements imposed on WellCare by 45 CFR § 164.524.

8. **Amendment of Protected Health Information.** To the extent that Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that WellCare directs or agrees to pursuant to 45 CFR § 164.526, and in the time and manner reasonably designated by WellCare.

9. **Accounting of Disclosures of Protected Health Information.** Business Associate shall keep records of all disclosures of Protected Health Information made by Business Associate (the "Disclosure Accounting") on an ongoing basis for a period of at least six

(6) years (or such longer period as may be required by the Agreement or by applicable law), except for disclosures:

(i) To carry out Treatment, Payment, or Health Care Operations, as provided in 45 CFR § 164.502;

(ii) To individuals of Protected Health Information about them as provided in 45 CFR § 164.502; or

(iii) That occurred prior to April 14, 2003.

At a minimum, the Disclosure Accounting shall contain:

(a) The date of the disclosure;

(b) The name of the entity or person to whom or which the Protected Health Information was provided and, if known, the address of such entity or person;

(c) A brief description of the Protected Health Information disclosed; and

(d) A brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure or, in lieu of such statement, a copy of the Individual's written authorization or request for disclosure pursuant to the HIPAA Privacy Rule.

Business Associate shall provide the Disclosure Accounting to WellCare (or to an Individual, if so directed by WellCare) within sixty (60) days of receiving a written request therefor from WellCare.

10. **Right to Audit.** Upon the request of WellCare and/or the Secretary of the Department of Health and Human Services, Business Associate shall make its practices, books and records related to Protected Health Information available to the Secretary of the Department of Health and Human Services for the purpose of determining WellCare's compliance with the HIPAA Privacy Rule.

11. **Future Confidentiality of Protected Health Information.** Upon the expiration or earlier termination of any HIPAA Related Agreement for any reason, Business Associate shall return to WellCare, or, at WellCare's direction, delete, purge and destroy, all Protected Health Information (in any form, recorded on any medium, or stored in any storage system) that was created or obtained pursuant to that terminated HIPAA Related Agreement (and that Business Associate does not need to maintain to perform its obligations under any then-existing HIPAA Related Agreement) and shall retain no copies of such information. If Business Associate destroys Protected Health Information, an officer of Business Associate shall certify such destruction to WellCare in writing. If such return or destruction is not feasible, Business Associate shall extend the protections

of this Addendum to the information and shall limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

12. **Termination in Event of Breach.** In the event that Business Associate violates any material term of any HIPAA Related Agreement (including this Addendum), WellCare may terminate the HIPAA Related Agreement immediately by providing written notice of such termination to Business Associate.

13. **Indemnification.** Business Associate agrees that it shall be financially responsible for, and agrees that it shall defend, indemnify, and hold harmless, WellCare (including its corporate affiliates and each of its and their shareholders, affiliates, officers, directors, employees, agents, attorneys, successors, successors-in-interest, and assigns) from and against any and all claims, causes of action, suits, litigation, proceedings, complaints, demands, charges, liens, disputes, obligations, damages, losses, debts, indebtedness, liabilities, costs (including settlement costs and costs of investigation), expenses and fees (including reasonable attorneys' fees) arising out of or in connection with Business Associate's actions and omissions involving Protected Health Information relating to enrollees, subscribers, insureds, customers, or patients of WellCare. The provisions of this Section 13 shall survive the expiration or earlier termination of this Addendum.

14. **Data Security.** Business Associate agrees that it shall:

    14.1 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of WellCare as required by 45 CFR, Part 164, Subpart "C."

    14.2 Ensure that any agent, including a subcontractor, to whom Vendor provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such Electronic Protected Health Information; *provided, however*, that Vendor shall not assign, delegate, or subcontract any obligation of Vendor owed by WellCare in violation of the Agreement;

    14.3 Report to WellCare any Security Incident of which Business Associate becomes aware.

15. **Construction/Amendment.** Any ambiguity herein shall be resolved in favor of a meaning that complies with HIPAA, the HIPAA Privacy Rule, and the HIPAA Security Rule. WellCare may amend or replace this Addendum to the extent necessary in order to maintain compliance with applicable laws and regulations.