

BUSINESS ASSOCIATE CONFIDENTIALITY AGREEMENT

This Business Associate Confidentiality Agreement (the "Agreement") by and between ConnectiCare, Inc. on behalf of itself and its affiliates, (collectively "CCI") and _____ (herein "Business Associate") is effective as of _____, 20__, (the "Effective Date").

WHEREAS, CCI desires that Business Associate perform services (called "Contracted Services") for or on behalf of CCI and Business Associate has agreed in writing to perform the Contracted Services;

WHEREAS, in order to perform the Contracted Services for or on behalf of CCI Business Associate will gather, store and transmit Protected Health Information ("PHI") (defined below) and may have access to other technical, customer, business and financial information about CCI or its affiliates or customers or contractors ("Proprietary Information");

WHEREAS, CCI is obligated under the statute and regulations implementing the Health Insurance Portability and Accountability Act of 1996, including the privacy and security provisions of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), enacted as part of the American Recovery and Reinvestment Act of 2009 ("ARRA") and the rules and regulations promulgated thereunder, as may be amended from time to time applicable to Business Associate as a "business associate" within the meaning of 45 C.F.R. 160.130 (hereinafter either referred to as "HIPAA" or the "Privacy and Security Rules") to ensure that Business Associate uses and discloses PHI consistent with the requirements of HIPAA;

WHEREAS, Business Associate understands and acknowledges that PHI and Proprietary Information must be safeguarded as outlined in this Agreement.

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

"Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium, that is created or received from CCI and that (1) relates to the past, present or future physical or mental health condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual; and (2) identifies the individual or provides a reasonable basis to believe that it can be used to identify the individual. PHI shall also include PHI transmitted by electronic media and/or maintained in electronic media.

All capitalized terms used herein that are not otherwise defined have the meanings ascribed in the Privacy and Security Rules.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

- A. Confidentiality of PHI and Proprietary Information. Business Associate agrees to not use or disclose PHI and Proprietary Information other than as permitted or required by this Agreement or as required by law. Business Associate shall not at any time access any PHI or Proprietary Information for any purpose other than those specifically authorized by CCI or required by law. Furthermore, Business Associate shall not permit access to any PHI or Proprietary Information by any unauthorized person or disclose any access code or authorization assigned to Business Associate that allows it to give access to PHI or Proprietary Information to any unauthorized person or use such access code or authorization in an unauthorized manner. Business Associate shall ensure that any and all of its subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate shall agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), as applicable. In addition, Business Associate shall take reasonable steps to ensure that the actions and omissions of its employees and subcontractors do not cause Business Associate to violate this Agreement.
- B. Permitted Uses. Business Associate shall use or disclose PHI and Proprietary Information exclusively in connection with and for the sole purposes of performing the Contracted Services. Any such use of PHI by Business Associate shall not violate the Privacy and Security Rules or any other applicable law, rule or regulation. Business Associate shall take reasonable steps to ensure that the person to whom the information is disclosed shall maintain the confidentiality of the information and shall use or further disclose it only as Required by Law or for the purpose for which it was disclosed to the person, and that the person promptly notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Permitted Disclosures. Business Associate shall not disclose PHI in any manner that would constitute a violation of the Privacy and Security Rules if disclosed by CCI. However, Business Associate may disclose PHI as necessary to carry out the legal responsibilities of Business Associate if the disclosure is required by law.
- D. Appropriate Safeguards. Business Associate agrees to use commercially reasonable and appropriate administrative, technical and physical safeguards, consistent with the size and complexity of Business Associate's operations, to maintain the privacy and security of the PHI and Proprietary Information and to prevent unauthorized use or disclosure of PHI and Proprietary Information. Business Associate shall comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI. Business Associate shall maintain a written security program describing such safeguards, a copy of which shall be available to CCI

upon request. Business Associate shall also make its internal practices, books and records relating to the use and disclosure of PHI and Proprietary Information received from CCI, or created or received by Business Associate on behalf of CCI available to the United States Department of Health and Human Services in accordance with the HIPAA regulations.

The additional requirements of HITECH that relate to privacy or security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and shall be and by this reference are incorporated into this Agreement.

Any and all information received directly or indirectly from CCI in a portable medium or device, including but not limited to tapes, CDs, DVDs and any other format, shall be encrypted by Business Associate at all times utilizing best security practice technology. Such controls must be in accordance with security best practices, including but not limited to, physical and logical security controls, and shall apply to, among others, laptops, cell phones, tablets, personal digital assistants (PDAs) and portable storage media devices.

Business Associate, in maintaining the privacy and security of Protected Health Information, shall employ practices and procedures which comply with the US Department of Health and Human Services "Guidance Specifying the Technologies and Methodologies That Render Protected Health Information Unusable, Unreadable or Indecipherable to Unauthorized Individuals for purposes of the Breach Notification Requirements under section 13402 of Title XIII" (HITECH) of ARRA, as may be amended, and by the regulations and guidance relating to security standards for PHI as may be promulgated from time to time.

- E. Reporting Improper Use or Disclosure. Business Associate shall promptly notify CCI of any use or disclosure of PHI or Proprietary Information that is not in compliance with the terms of this Agreement of which Business Associate becomes aware.

Business Associate shall notify CCI of any Breach of Unsecured Protected Health Information within two (2) days of Business Associate's discovery of the Breach in accordance with 45 C.F.R. § 164.410. Such notice shall provide, to the extent known at the time a Breach is discovered and ultimately thereafter the following:

1. brief description of what happened, including the date of the Breach and the date of discovery of the Breach, a description of the type of Unsecured Protected Health Information that was involved in the Breach, such as names, addresses, dates of birth, social security numbers, diagnoses or other clinical information;

2. the total number of individuals and total number of individuals by state potentially impacted by the Breach and whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used or disclosed during the Breach;
3. the name, address, date of birth and identification number of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used or disclosed during the Breach;
4. any steps individuals should take to protect themselves resulting from the Breach;
5. a description of the investigation into the Breach; a description of Business Associate's efforts to mitigate harm to individuals; and a description of Business Associate's efforts toward protection against further Breaches;
6. contact information of the individual from Business Associate's organization having the most knowledge of the Breach matter whom CCI can contact to discuss the facts surrounding the Breach; and
7. any other available information as requested by CCI in order to mitigate the effects of the Breach and to comply with state and federal privacy requirements.

In addition, Business Associate agrees to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

- F. Access to PHI. To enable CCI to fulfill its obligations under the Privacy and Security Rules, Business Associate shall, at the request and direction of CCI, make PHI maintained by Business Associate or its subcontractors available to CCI or the individual to whom the PHI relates for inspection and copying within five (5) days of receipt of such a request from CCI.
- G. Amendment of PHI. To enable CCI to fulfill its obligations under the Privacy and Security Rules, Business Associate shall, within five (5) business days of a request from CCI, make PHI maintained by Business Associate available for amendment and, as directed by CCI, shall incorporate any amendment or related statements into the information held by Business Associate. If any individual to whom the PHI relates directly requests that Business Associate amend PHI, Business Associate shall notify CCI within five (5) days of such request.
- H. Accounting of Disclosures. Business Associate shall, within five (5) days of a request from CCI, make available the information necessary for CCI to provide an individual to whom the PHI relates with an accounting of the disclosures of his or her PHI as required under the Privacy and Security Rules. At a minimum such information shall include: (1) the date of the disclosure; (2) the name and

address of the entity or person receiving the PHI; (3) a brief description of the PHI disclosure; and (4) a brief description of the reason for the disclosure or a copy of the written request for the disclosure. Such information must be maintained by Business Associate for a period of six (6) years from the date of each disclosure. If any individual to whom the PHI relates directly requests that Business Associate provide an accounting of disclosures of PHI, Business Associate shall notify CCI within five (5) days of such request.

- I. Minimum Necessary. Business Associate agrees that it will not request, use or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the permitted use or disclosure to the extent required by the HIPAA regulations, HITECH and any guidance issued by the Secretary thereunder. Business Associate agrees that it will comply with CCI's minimum necessary policies and procedures.
- J. Auditing, Inspections and Enforcement. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of PHI available to CCI and the Secretary of the Department of Health and Human Services, or the Secretary's designee, for purposes of determining CCI's compliance with the Privacy and Security Rules. Business Associate shall provide appropriate training regarding the requirements of this Agreement to any employee accessing, using, or disclosing PHI and shall develop and implement a system of sanctions for any employee, and if approved by CCI, any subcontractor of Business Associate who violates this Agreement.
- K. Subcontractors of Business Associate. Business Associate shall not provide any of its subcontractors access to any PHI or Proprietary Information except with the prior written approval of CCI. When approved by CCI, Business Associate shall ensure that all of its subcontractors whom it discloses PHI and/or Proprietary Information agree to be contractually bound by the same restrictions and obligations contained in this Agreement whenever PHI is made accessible to such subcontractors. Business Associate shall disclose only the minimum necessary PHI for the subcontractor to perform or fulfill the authorized subcontracted services.
- L. Data Aggregation. Unless specifically agreed to otherwise in writing between the parties, Business Associate shall not use Protected Health Information for data aggregation services. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- M. De-Identification. Unless specifically agreed to otherwise in writing between the parties, Business Associate shall not de-identify Protected Health

Information or use de-identified Protected Health Information or use de-identified Protected Health Information for any purpose.

N. Carrying Out Activities of CCI. To the extent Business Associate will carry out one or more of CCI's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to CCI in the performance of such obligation.

O. Security Standards.

(a) Business Associate agrees to:

1. In accordance with Subpart C of 45 C.F.R. Part 164, implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of CCI;
2. Ensure that any subcontractor to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect such electronic Protected Health Information;
3. Promptly report to CCI any security incident involving electronic Protected Health Information of which it becomes aware; and
4. Comply with any other requirements that the Secretary of Health and Human Services may require from time to time with respect to electronic Protected Health Information by the issuance of additional guidance or regulations pursuant to HIPAA.

(b) Business Associate shall satisfy all applicable provisions of the HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, codified at 45 C.F.R. § 162.103 et seq. Business Associate further agrees to ensure that any subcontractor that conducts standard transactions, as such term is defined in 45 C.F.R. 162.103, on its behalf will comply with the EDI standards.

(c) Business Associate also represents that it has and shall maintain throughout the term of this Agreement policies and procedures designed to detect, prevent and mitigate the risk of identity theft to comply with the provisions, as applicable, of the Federal Trade Commission's Identity Theft Prevention Red Flags Rule (16 C.F.R. § 681.1).

3. OBLIGATIONS OF CCI

- A. Restrictions on Use and Disclosure. CCI agrees to inform Business Associate of any restrictions to the use or disclosure of PHI agreed to by CCI in accordance with the Privacy and Security Rules to the extent such restriction may affect Business Associate's use or disclosure of PHI.
- B. Permissible Requests. CCI shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by CCI.

4. INDEMNIFICATION

Business Associate shall indemnify and hold harmless CCI from and against any and all losses, expenses, damages or injuries (including reasonable counsel fees and breach notification expenses) that CCI may sustain as a result of, or arising out of a breach of this Agreement by Business Associate or its employees, agents, representatives, independent contractors or subcontractors, including but not limited to any unauthorized use or disclosure of PHI and/or Proprietary Information, arising from a violation of HIPAA, HITECH or ARRA and/or other applicable law, and/or any breach of unsecured protected health information and/or breach of personal information, by or caused by Business Associate and/or its employees, agents, representatives, subcontractors and/or independent contractors.

5. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the Effective Date and shall terminate when all PHI and Proprietary Information provided by CCI to Business Associate, or created or received by Business Associate on behalf of CCI, is destroyed or returned to CCI, or, if it is infeasible to return or destroy such PHI, and protections are extended to such information in accordance with section 5(E) of this Agreement, in accordance with the termination provisions in this section.
- B. Material Breach. A breach by Business Associate of any material provision of this Agreement or the Privacy and Security Rules, as determined by CCI, shall constitute a material breach of this Agreement and shall provide grounds for the immediate termination of the Agreement.
- C. Reasonable Steps to Cure Breach. If CCI knows of an activity or a practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement or the Privacy and Security Rules, CCI may provide Business Associate with an opportunity to cure the breach or end the violation. Should Business Associate fail to cure the breach or violation to the satisfaction of CCI within the specified time period, CCI shall, if feasible, terminate the Agreement.

- D. Remedies. Notwithstanding any rights or remedies set forth in the Agreement including this Agreement, or provided by law, CCI retains all rights to seek injunctive relief to prevent or stop the unauthorized use of disclosure of PHI or Proprietary Information by Business Associate, any of its agents or subcontractors, or any third party who has received PHI or Proprietary Information from Business Associate.
- E. Effect of Termination. Upon termination of the Agreement, Business Associate shall return or destroy all PHI and Proprietary Information in its possession that was received from, or created or received by Business Associate on behalf of, CCI. If it is infeasible to return or destroy the PHI and Proprietary Information, Business Associate shall continue to extend the protections of this Agreement to such PHI and Proprietary Information and limit further use of such PHI and Proprietary Information to those purposes that make the return or destruction of such PHI and Proprietary Information infeasible. Business Associate agrees that it will not retain any copies of PHI or Proprietary Information in any form or medium except as required by law. If PHI is destroyed, Business Associate agrees to provide CCI with appropriate documentation and a certification evidencing such destruction.

6. MISCELLANEOUS

- A. Relationship of the Parties. None of the provisions of this Agreement are intended to create or shall be deemed to create any relationship between the parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this of this Agreement.
- B. Ownership of PHI and Proprietary Information. The PHI, Proprietary Information and any related information received from CCI is, and will remain, the property of CCI. Business Associate agrees that it acquires no ownership rights to or title in the PHI, Proprietary Information, or any related information.
- C. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than CCI, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- D. Modification to Comply with Law. The parties acknowledge that state and federal laws relating to the security and privacy of PHI are rapidly evolving and that modification of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree that CCI may take such action as is necessary to implement the standards and requirements, including unilaterally amending this Agreement as necessary to comply or maintain compliance.

- E. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with the Privacy and Security Rules. The parties further agree that any ambiguity in this Agreement, or any other agreements between the parties, shall be resolved in favor of the meaning that complies and is consistent with the Privacy and Security Rules.
- F. This Agreement supersedes and replaces earlier Business Associate Agreements between the parties with regard to the Contracted Services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Business Associate

ConnectiCare, Inc., on behalf of
Itself and its affiliates

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____

By:  _____

Name: ERIC GALVIN

Title: PRESIDENT; COO

Date: 2/17/2017

**CONNECTICARE, INC.
PRODUCER AGREEMENT**

This Agreement is made this ____ day of _____ 201_ by and between ConnectiCare, Inc., a Connecticut for-profit corporation, on behalf of itself and its "Affiliates" (as defined below) (hereinafter "CCI") and _____, with its principal office at _____ (hereinafter referred to as "Producer".)

RECITALS

WHEREAS, CCI is a health care center possessing a certificate of authority to conduct such business in the State of Connecticut and providing prepaid health benefit plans to Members, and administers self-funded health benefit plans; and

WHEREAS, Producer is an individual engaged in the solicitation and sale of Plans on behalf of CCI; and Corporate Producer employs or contracts with Individual Producers who are engaged in the solicitation and sale of Plans and servicing of such Plans on behalf of CCI.

NOW THEREFORE, in consideration of the premises and the mutual promises herein stated, it is expressly agreed by and between the parties hereto as follows:

DEFINITIONS

"Affiliates" means, with respect to CCI, any corporation, partnership or other legal entity (including any Plan), directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control, with CCI.

"Covered Services" means those medical, surgical, hospital and other health care services or supplies which are medically necessary and generally and customarily provided in the service area and in accordance with the applicable Plan.

"Group" means the employer, labor union, trust, association or other organization offering health benefit Plans to its employees.

"Group Membership Agreement" means the written document entered into between CCI and an individual or Group that sets forth the terms and conditions that must be followed in order for Members to obtain benefits for health care services.

"Member" means any individual or dependent of such individual eligible to receive health care services according to the terms and conditions of a Group Membership Agreement or applicable Plan document.

"Plan" means any contract, arrangement or other health benefit plan issued, administered or serviced by CCI including, but not limited to, HMO, POS, and self-funded plans.

TERMS

1. Agreement for Solicitation and Sale of ConnectiCare Plans. Subject to the terms and conditions of this Agreement and applicable Connecticut laws, Producer agrees to solicit and sell Plans on behalf of CCI. Producer agrees that it shall not engage in any solicitation, negotiation, sell or otherwise effect any contracts for Plans on behalf of CCI unless and until CCI has issued Producer a direct written appointment as required by applicable law.
 - (a) Representation and Warranty of Individual Producer to State Licensure. Individual Producer represents and warrants that he/she has a current valid license to solicit, sell, negotiate and otherwise effect a contract for Plans on behalf of Company and that the Producer is in compliance with all applicable federal, state and local laws and shall remain in such compliance during the term of this Agreement.
 - (b) Representation and Warranty of Corporate Producer as to State Licensure. Corporate Producer represents and warrants that Corporate Producer and each person employed by or contracted with Producer to solicit, sell or service Plans for CCI has a current valid license to solicit, sell, negotiate and otherwise effect a contract for Plans on behalf of CCI. Corporate Producer further represents, warrants and agrees that Corporate Producer has taken all necessary steps to ensure that each Individual Producer is in compliance with all applicable federal, state and local laws and that each such Individual Producer shall remain in compliance during the term of this Agreement.
 - (c) Producer of Record. Producer shall provide documentation acceptable to CCI indicating that he/she is the Producer of Record for all Groups with whom he/she represents with respect to the purchase and sale of Plan(s).
 - (d) CCI Reservation of Rights. CCI expressly reserves the right to engage in direct independent solicitation, sales and servicing of Plans on its own behalf and to engage the services of such agents, employees and representatives as it deems necessary or desirable to directly solicit, sell and service Plans for CCI and Producer shall not be entitled to any commissions arising from such direct solicitation, sale or servicing of such Plans. If Producer increases the number of Members covered under a Plan obtained directly by CCI by adding a new division or entity of a Group to such Plan(s) or if Producer assists CCI in replacing another plan with CCI's Plan(s), the Producer may be paid a commission at the sole discretion of CCI.

2. Responsibilities of Producer. The Producer shall use its best efforts to solicit, sell and service Plans on behalf of CCI. The Producer shall adhere at all times to the established policies, rules and procedures of CCI and all applicable laws and regulations. The Producer shall cause each applicant for a Plan to execute an application, which shall be in such form as specified by CCI, and as modified by CCI from time to time. The Producer shall inform the applicant that such application, with or without payment by applicant, is not effective until approved in writing by CCI and a contract or Plan is issued to the applicant in accordance with the underwriting rules and practices of CCI and all applicable laws and regulations. The Producer shall deliver the executed application to CCI, and CCI shall determine whether to accept or reject the applicant. CCI may, in its sole discretion, reject any applicant, notwithstanding such applicant's fulfillment of stated acceptance criteria. If an applicant is rejected, ConnectiCare shall return the premium payment(s), if any, submitted with the application directly to the applicant, with an explanation as to the reason(s) for declination.

The Producer may receive only the initial premium payment for a Plan. The Producer shall directly and immediately upon receipt thereof forward the initial premium payment in full to CCI without prior deduction or setoff. After the initial premium payment, all other premium payments shall be delivered to CCI directly from the Group. Nothing in this Agreement shall be construed to give the Producer any right, interest, title or proprietary right or control over any premium payments received or collected by any Producer.

3. Commissions. In consideration for the services of Producer, CCI shall pay Producer, as applicable, commission payments in accordance with Appendix 1 attached hereto and made a part hereof.
4. Advertising. Producer will not undertake any advertising or general solicitation for any Plan without the prior written appointment by CCI. Except as provided otherwise herein, Producer shall not use CCI's name, symbols, trademarks or service marks in advertising or promotional materials without the prior written consent of CCI and shall cease any such usage immediately upon written notice or upon termination of this Agreement, whichever is sooner.
5. Modification of Plans. CCI, in its sole discretion, may at any time cease to offer a Plan, amend a Plan, modify a Plan, or otherwise revise a Plan.
6. Term, Termination. The term of this Agreement shall commence as of the date first written above and shall continue for a period of one year following such date. Thereafter, this Agreement shall automatically renew for successive terms of one year unless terminated by either party pursuant to this Section 6.

Either party may terminate this Agreement, without cause, upon ninety (90) days notice in writing to the other party and such termination shall become effective ninety (90) days after the date the notice was sent. Notwithstanding the foregoing, CCI may terminate this Agreement, or require Corporate Producer to terminate its contract with any Individual Producer for purposes of soliciting or selling of Plans, immediately upon giving the

Producer written notice of termination upon the occurrence of one of the following events: (a) The Producer appropriates for its own use any Plan premium(s) received or collected for or on behalf of CCI or fails to remit said payment(s) to CCI immediately and directly under the terms of this Agreement; (b) the failure of Producer to maintain licensure, the arrest or conviction of such Producer (or plea of guilty or no contest by such Producer) to any criminal offense which in the opinion of CCI impairs that Producer's ability to represent CCI effectively; (c) the Producer misrepresents health benefits, eligibility, products or coverage to applicants, misrepresents applicants or utilization data to CCI, falsifies applications to CCI, knowingly falsifies information to circumvent CCI group underwriting guidelines or otherwise acts against the best interests of CCI as determined by CCI; (d) the Producer otherwise violates any other term or condition of this Agreement; or (e) the dissolution, bankruptcy, insolvency, assignment for the benefit of creditors, reorganization, liquidation of or the appointment of a trustee or receiver for Producer.

Following notice of termination, Producer shall not write or bind any new business on behalf of CCI.

7. Errors and Omissions Insurance. As a condition of appointment, Producer/Corporate Producer shall maintain errors and omissions insurance in such form and amount as may be reasonably required or approved by CCI.
8. Confidentiality. CCI shall not, and shall not be required to, disclose to Producer/Corporate Producer any information concerning a Group's employees or covered dependents or their claims except as permitted by applicable state and federal laws governing the disclosure of such information. Attached hereto is a Business Associate Agreement which must be signed by the Producer before any Group employee's or dependent's protected health information or related claims information may be provided to Producer to assist a Group with a particular issue.
9. Indemnification. Producer/Corporate Producer agrees to indemnify, defend and hold harmless CCI against any and all losses, liabilities, damages, penalties and expenses, including attorney fees, and other costs and obligations which result from, or arise out of, any administrative proceeding, claim, lawsuit, demand, settlement or judgment brought against CCI resulting from or arising out of (i) Producer's/Corporate Producer's negligent performance or non-performance of its obligations under this Agreement; (ii) any breach, intentional or otherwise, by Producer/Corporate Producer of a provision of this Agreement or of any representation or warranty of Producer/Corporate Producer contained in this Agreement; or (iii) the negligent or willful acts or omissions of any of Producer's or Producer's employed or contracted Producers, employees, contractors, consultants or subcontractors.

10. Entire Agreement. This Agreement supersedes all prior negotiations, agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof and shall not be waived, altered or amended except by a document signed by a duly authorized representative of each party. The parties reserve the right to amend or terminate this Agreement in accordance with the terms set forth in this Agreement without notice to or the consent of any Group or Member
11. Assignment. Producer/Corporate Producer shall not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of CCI. CCI shall have the unilateral power to assign this Agreement in whole or in part to one or more of CCI's affiliates or successor corporations.
12. Waiver. No failure or delay on the part of either party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. All rights and remedies under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.
13. Miscellaneous. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Nothing in this Agreement shall construed as creating a relationship of partners, joint venturers, employer and employee, or any relationship other than that of independent entities contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. This Agreement shall be binding upon and shall insure to the benefit of the parties and their successors and permitted assigns. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other provisions of this Agreement which can be given effect without such invalid provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

CONNECTICARE, INC.

Producer/Corporate Producer

By: Eric Galvin
President & COO

(Printed Name) (Title)

Social Security Number/Tax ID Number

Signed By: _____

Eric Galvin

(Signature of Above)

Date _____

2/7/2017

Date _____

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ConnectiCare, Inc.
Producer Information Sheet

Complete the information below and return it with your producer licensing paperwork.

ConnectiCare, Inc.

ATTN: Finance Dept. / Producer Compensation

175 Scott Swamp Road

Farmington, CT 06032

Fax: 860-678-5224

Please indicate the product(s) for which you need to be appointed:

- | <u>Product</u> | <u>Appointing Entity</u> |
|---|--|
| <input type="checkbox"/> Group Medical-HMO/POS/PPO | ConnectiCare, Inc. & ConnectiCare Insurance Company, Inc. |
| <input type="checkbox"/> Individual Medical - Off Exchange | ConnectiCare, Inc. & ConnectiCare Insurance Company, Inc. |
| <input type="checkbox"/> Individual Medical - ON Exchange | ConnectiCare Benefits, Inc. (AHCT training completion required) |
| <input type="checkbox"/> Dental | ConnectiCare Insurance Company, Inc. |
| <input type="checkbox"/> VIP Medicare (certification required) | ConnectiCare, Inc. & ConnectiCare Insurance Company, Inc. |

Pay Commissions to: (please indicate one choice)	Agent _____ OR _____ Agency: _____
Individual Producer Name:	Mr. _____ Ms. _____ <div style="display: flex; justify-content: space-between;"> First Last MI </div> <div style="display: flex; justify-content: space-between;"> Jr. SI, II, III, IV Other </div>
Individual Producer Address:	P.O. Box or Street Address _____ <div style="display: flex; justify-content: space-between;"> City State Zip </div>
Individual Producer License Number:	License # _____ State: _____ SS #: _____ NPN #: _____
Agency Name:	_____
Agency Address:	P.O. Box or Street Address _____ <div style="display: flex; justify-content: space-between;"> City State Zip </div>
Agency License Information:	License # _____ State _____ NPN# _____
Agency Tax Identification Number:	Agency tax id _____
Phone Numbers: (include area code)	Phone: _____ Fax: _____ Cell Phone: _____
E-Mail Address: (required)	_____



Authorization for Direct Deposit

Company Name: _____

Contact Name & Phone: _____

Federal ID Number: _____

Account Information

Bank or Credit Union Institution: _____

Bank Telephone No.: _____

Branch: _____

Acct. Name: _____

Address: _____ City: _____

Acct. No.: _____ ABA/Transit Routing No.: _____
(9-digit number)

I authorize ConnectiCare to remit payment via electronic transfer to the bank account listed below.

Signature: _____ Date: _____

****Please include either a voided/canceled check OR Bank Spec Sheet to validate this Direct Deposit.****

Note: You must notify ConnectiCare's Finance Department at least 10 business days prior to changing or cancelling your bank information.

Fax/Mail to: Finance Department
Attn: Broker Commissions
ConnectiCare, Inc.
175 Scott Swamp Road
Farmington, CT 06032
fax (860) 678-5224

Internal Use Only

Form Received: _____ EFT Effective Date: _____

ConnectiCare Proprietary Information

CONNECTICARE
MEDICARE BROKER AGREEMENT

This MEDICARE BROKER AGREEMENT, (hereinafter referred to as the "Agreement") is made by and between ConnectiCare, Inc., a Connecticut health care center (hereinafter referred to as, "ConnectiCare"), and _____ with its principal office at _____ (hereinafter referred to as "Broker").

RECITALS

WHEREAS, ConnectiCare has been approved by the Centers for Medicare & Medicaid Services ("CMS") to sponsor HMO and HMO-POS Medicare Advantage plans. ConnectiCare may obtain approval from CMS in the future to offer other Medicare Advantage plans. All current and future plans are collectively referred to as the "CONNECTICARE Medicare Plans";

WHEREAS, Broker desires to enter into this Agreement, whereby, among other things, Broker will market and promote the CONNECTICARE Medicare Plans to beneficiaries and facilitate the enrollments of eligible individuals in the CONNECTICARE Medicare Plans; and

WHEREAS, in consideration of Broker's marketing and promotional efforts with respect to the CONNECTICARE Medicare Plans, Broker will be paid certain compensation for the enrollment of beneficiaries in the CONNECTICARE Medicare Plans in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises herein stated, it is expressly agreed by and between the parties hereto as follows:

1. AUTHORIZATION TO SELL CONNECTICARE MEDICARE PLANS.

1.1. Authorization. Subject to the terms and conditions of this Agreement, ConnectiCare hereby appoints Broker for all new business sales to solicit applications for the CONNECTICARE Medicare Plans. Broker represents that the information contained in the application for appointment for Medicare, which is incorporated into this Agreement by reference, is and shall remain true and accurate throughout the term of this Agreement. Broker agrees to notify ConnectiCare promptly in writing of any material changes in the information set forth in the application. To the extent that any state or federal governmental authority may currently or in the future require a formal appointment or registration process, the appointment of Broker shall be subject to such process. Upon successful completion of annual certification, Broker is authorized to sell and solicit applications for CONNECTICARE Medicare Plans from Medicare eligible individuals in accordance with this Agreement.

1.2. **Limit on Authorization.** Broker shall not have authority or represent that it has authority to: (a) make or discharge contracts for ConnectiCare; (b) hold itself out as an employee, partner, joint venture or associate of ConnectiCare in any manner, or for any purpose, except as specified in this Agreement; (c) alter, modify, waive or change any of the terms, rates or conditions of any advertisements or other promotional literature, receipts, policies or contracts of ConnectiCare in any respect; (d) quote extra rates for special risks; (e) insert any advertising with respect to the CONNECTICARE Medicare Plans in any publication whatsoever, distribute any promotional literature or other information in any media, or use the logo/service marks of ConnectiCare without prior written authorization of ConnectiCare; (f) collect, or authorize any other person to collect, any premiums or payments on behalf of ConnectiCare (including the initial month's premium); (g) bind ConnectiCare on any application for CONNECTICARE Medicare Plans, it being expressly understood that all applications must be approved by CMS and ConnectiCare; (h) incur any indebtedness or liability, (i) make, alter, or discharge contracts, waive or forfeit any of ConnectiCare's rights, requirements or conditions under any CONNECTICARE Medicare Plan, and (j) extend the time of payment of any premium, or waive payment in cash on behalf of ConnectiCare.

1.3. **Prior Authorization.** Broker will not, without prior written consent of ConnectiCare, Inc., alone or in association with others, directly or indirectly solicit an Agent of Change Record (AOR) for any member that Broker enrolled while employed by ConnectiCare.

2. DUTIES OF BROKER

2.1. **Policies and Procedures; Training and Certification.** Broker shall comply, and assure that its employees comply, with all of ConnectiCare's written policies, rules and regulations in regard to marketing, sales, and enrollment in the CONNECTICARE Medicare Plans in ConnectiCare's approved service area. Prior to selling any CONNECTICARE Medicare Plan, Broker shall be trained, tested and certify annually with ConnectiCare his or her adherence to marketing practices. The annual training, testing and certification shall be as determined by ConnectiCare.

2.2. **Presenting CONNECTICARE Medicare Plans.** Broker shall present CONNECTICARE Medicare Plans to individuals only in a factually accurate manner. Broker shall not present the CONNECTICARE Medicare Plans to individuals that Broker knows, or should reasonably know, are not qualified to enroll in such plans. In the event that Broker presents a quote, Broker may only present the quote in accordance with ConnectiCare's quote submission guidelines in effect at the time the quote is presented. Broker shall use commercially reasonable efforts to maintain the relationship between ConnectiCare and its CONNECTICARE Medicare members. Broker shall in no way misrepresent ConnectiCare, any portion of the CONNECTICARE Medicare Plans or ConnectiCare's network delivery system. Broker shall comply with all ConnectiCare polices and Federal rules and regulations in regard to marketing, sales and enrollment in CONNECTICARE Medicare Plans.

2.3. **Valid Licenses.** Broker shall have and maintain a valid license in Connecticut, or any other state where ConnectiCare may legally market Medicare plans. If Broker is an agency,

broker shall maintain the necessary license(s) to operate such agency. Broker shall notify ConnectiCare immediately of any cancellation or suspension of any such license held by Broker.

2.4. Beneficiary Applications. Broker shall be responsible for obtaining complete and accurate enrollment applications for CONNECTICARE Medicare Plans from eligible individuals. Upon receipt of a signed enrollment application, Broker must submit the application to ConnectiCare within 48 hours or the commission will be forfeited automatically. Broker may not obtain an application from a beneficiary for an Annual Election Period (AEP) prior to the first day of the AEP, October 15.

2.5. Remittance of Premiums. If Broker inadvertently collects premiums from beneficiaries, all moneys or negotiable instruments Broker receives for or on behalf of ConnectiCare shall be held by Broker as trustee for ConnectiCare and shall not be used by Broker for any other purposes whatsoever. All premiums coming into possession of Broker for the CONNECTICARE Medicare Plans shall be promptly remitted to ConnectiCare within 24 hours of receipt.

2.6. CMS Marketing Guidance. Broker agrees that he/she will comply with all guidance statements with respect to the Medicare Advantage Program as may be issued by CMS from time to time. Broker acknowledges that he or she has received, reviewed and understands the Medicare Marketing Guidelines issued by CMS, and Broker shall comply with the requirements set forth therein, including but not limited to, the obligations to:

- a. Allow monitoring activities to ensure Broker compliance with CMS requirements.
- b. Disclose to prospective members that Broker is paid a commission upon enrollment.
- c. Avoid incentives to mislead Medicare beneficiaries, "cherry-pick" certain Medicare beneficiaries, or churn beneficiaries between Medicare Plans.
- d. Not permit payments by Brokers to Medicare beneficiaries.
- e. Not market any CONNECTICARE Medicare plan designated for the AEP until October 1.
- f. Not accept applications from prospective CONNECTICARE Medicare Plan members for the AEP until October 15.

2.7. Complaints. Broker shall promptly report to ConnectiCare any complaints or inquiries, by any governmental agency or otherwise, of which it becomes aware regarding Broker or ConnectiCare. Broker shall also promptly notify ConnectiCare if Broker learns of any compliance problems, including but not limited to: marketing violations or breaches in data privacy or security. Broker shall fully cooperate with ConnectiCare in the investigation of any such complaint or compliance issue and in the implementation of any corrective action plan developed to respond to any such complaint. ConnectiCare shall be solely responsible for responding to all complaints or inquiries received by Broker related to the CONNECTICARE Medicare Plans.

2.8. Marketing Materials. Broker shall utilize only ConnectiCare authorized marketing and sales material(s). No advertising, circulars or other written material intended for promotional use

or publication by Broker which concerns ConnectiCare or the CONNECTICARE Medicare Plans shall be issued, circulated or published or cause to be issued, circulated or published by Broker unless and until it is submitted and approved by ConnectiCare in writing.

2.9. Compliance with Code of Conduct Policy and HIPAA Business Associate Requirements.

- a. Broker Code of Conduct Policy.** Broker shall comply with the Code of Conduct Policy as set forth in Exhibit A to this Agreement and which is incorporated herein.
- b. HIPAA Business Associate Requirements.** Broker agrees to comply with the HIPAA privacy and security requirements as set forth in the separate Business Associate Agreement executed by the parties.

2.10. Compliance with Specific Medicare Requirements. Broker agrees to comply with the following Specific Medicare Requirements:

- a. Compliance with Applicable Medicare Requirements.** Without limiting the other provisions contained in this Agreement, Broker agrees to abide by and comply with the obligations imposed on it in this Section 2.10. Broker shall comply with all applicable laws related to services provided to Medicare beneficiaries, including but not limited to: 1) the Social Security Act, as amended; 2) 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; 3) 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; 4) any laws and regulations enacted, adopted, promulgated, applied, followed or imposed by any governmental authority or court in respect to Medicare or any successor federal governmental program; and 5) any and all administrative guidelines (including the CMS Medicare Marketing Guidelines), bulletins, manuals, instructions, requirements, policies, standards, or directives from time to time adopted or issued by CMS or HHS relating to the foregoing.
- b. Business Integrity.** Broker agrees to be bound by the provisions set forth at 45 CFR Part 76 (relating to suspensions and debarment). In addition to the foregoing, Broker represents and warrants that Broker has not been or will during any term hereof be 1) listed as debarred, excluded or otherwise ineligible for participation in federal health care programs or 2) convicted of a criminal felony. If at any time Broker becomes aware of any violation of this representation and warranty, Broker agrees to notify ConnectiCare in writing immediately. If Broker becomes debarred or ineligible or if Broker has not taken the actions required of it in the preceding sentence (if and when applicable), then ConnectiCare may terminate this Agreement immediately upon written notice to Broker without liability to ConnectiCare, or take such other corrective or remedial action as warranted under the circumstances.
- c. Maintenance of Records. Audits.** Broker 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 ConnectiCare hereunder. Broker 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 ConnectiCare, Broker, or other person that is being conducted by a governmental authority. Broker shall permit the Secretary of Health and Human Services (HHS), CMS, the Comptroller General, ConnectiCare 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 Broker's performance of services pursuant to this Agreement. The right of HHS, CMS, the Comptroller General, ConnectiCare and their designees to inspect, evaluate and audit any of the foregoing types of information shall exist during the term of this Agreement 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 ongoing audit or investigation. The provisions of this section shall survive the termination of this Agreement.

- d. **Delegation.** Broker shall not delegate or subcontract any service, activity, or other obligation required under this Agreement to any other person, without the prior written consent of ConnectiCare. If ConnectiCare approves such delegation, any delegation of functions shall be performed in accordance with applicable delegation requirements set forth in the Medicare Advantage regulations.

2.11. Sales Event Reporting. Broker shall report to CONNECTICARE all planned sales events, such as seminars, where any CONNECTICARE Medicare Plans will be presented or discussed to prospective members. Such reports shall be in writing and submitted to ConnectiCare no later than the 1st of each month for events planned in the following month.

3. DUTIES OF CONNECTICARE

3.1. Medicare Products. ConnectiCare shall provide Broker with information about the CONNECTICARE Medicare product offerings. ConnectiCare, or its designee, shall provide underwriting, fulfillment, billing, claims processing, adjudication, appeals and grievances and customer service.

3.2. Establish Compliance Obligations and Monitor Brokers. ConnectiCare shall facilitate annual broker training and testing regarding compliance obligations and expectations related to the handling of the CONNECTICARE Medicare products. ConnectiCare shall monitor Broker's performance and take corrective action up to and including termination of this Agreement for non-compliance with laws, regulations, Code of Conduct, or other requirements related to the sales, marketing and delivery of the CONNECTICARE Medicare products.

3.3. Rights Reserved by ConnectiCare. ConnectiCare specifically reserves the right, without the approval of Broker:

- a. To cease doing business, or discontinue or withdraw from sale any CONNECTICARE Medicare Product in the state of Connecticut consistent with applicable state or federal regulations.

- b. To modify, change, or amend any certificate, contract or premium rate issued in conjunction with any of its products consistent with applicable state or federal regulations.
- c. To determine all terms, conditions or limitations of any certificate or contract issued in conjunction with any of its products and to modify or change the terms under which any product may be sold except as otherwise provided in this Agreement consistent with applicable state or federal regulations.

4. COMPENSATION.

4.1. Compensation to Broker. Broker shall receive from ConnectiCare the commission payment amounts as set forth in the Annual Medicare Commission Program, as modified from time-to-time by ConnectiCare and provided to Broker. All commission amounts are based on individual contracts sold with effective dates of January 1 through December 1. The Commission Program may be modified by ConnectiCare annually and ConnectiCare will provide Broker a copy of such updated program. ConnectiCare shall pay Broker such commission payments in accordance with the Commission Program effective for such period. In the event a member selects a new broker to be his/her broker for purposes of a CONNECTICARE Medicare Plan, such new broker will be recognized by ConnectiCare upon the effective date of the member's renewal. In such case, Broker will no longer be eligible for any commission payments for such beneficiary following his/her renewal with the new broker.

4.2. Rapid Disenrollment. If a beneficiary in a CONNECTICARE Medicare plan disenrolls from a CONNECTICARE Medicare Plan within the first three months of his or her effective date of enrollment in a CONNECTICARE Medicare Plan, no compensation shall be paid by ConnectiCare to Broker for such beneficiary and if any compensation had already been paid by ConnectiCare then Broker shall refund such compensation received for such beneficiary. ConnectiCare may deduct any compensation amounts paid to Broker from amounts otherwise owed to Broker due to such rapid disenrollment. Furthermore, such beneficiary shall not count towards any beneficiary production totals. ConnectiCare will not recover compensation payments (and will pay compensation for the actual months that the beneficiary is enrolled in the CONNECTICARE Medicare Plan) when the beneficiary disenrolls within the first three months under the specific circumstances specified by CMS in the Medicare Marketing Guidelines.

4.3. Commissions Paid in Error. In the event commissions are paid incorrectly to Broker due to error, regardless of who is responsible for the error, ConnectiCare shall collect such amount thereof directly from Broker or offset any future Commissions payable to Broker against such amount.

4.4. Disclosure of Compensation. Broker shall disclose, upon request or where required by law, to each beneficiary the amount and method of calculation of all compensation received from ConnectiCare in connection with the sale of CONNECTICARE Medicare Plans sold to such beneficiary 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 Broker. Broker

shall provide ConnectiCare or any governmental or regulatory agency with the documentary evidence of its compliance with the disclosure requirements set forth in this section upon request.

4.5. Termination of a CONNECTICARE Medicare Plan. ConnectiCare shall have the sole right at all times to reject applications for insurance in accordance with applicable laws, regulations and CMS guidance. In addition, ConnectiCare and CONNECTICARE Medicare members may terminate the CONNECTICARE Medicare Plan policy in effect in accordance with applicable laws, regulations and CMS guidance. In the event that any application for a CONNECTICARE Medicare Plan is rejected or a CONNECTICARE Medicare Plan member's coverage is terminated, premiums related to the period of time that the CONNECTICARE Medicare Plan was in effect shall be retained and premiums for the period of time that the CONNECTICARE Medicare Plan was not in effect shall be refunded in accordance with applicable laws, regulations and CMS guidance. If premiums are refunded for any reason whatsoever, Broker shall promptly reimburse ConnectiCare for any and all commissions paid to Broker based on such refunded premiums. ConnectiCare may offset any future commissions payable to Broker against such amount.

4.6 Changes. Broker recognizes that it is an independent contractor hereunder, pursuant to Section 6.1. Broker understands and agrees that ConnectiCare invests time and resources to produce leads which result in the enrollment of eligible Medicare Advantage members. Consistent with ConnectiCare's legitimate right to recoup that investment, Broker understands and agrees that if Broker submits broker of record changes as a plan change (enrollment short form) or AOR change form, such Broker will be eligible for commission payments at the lower ConnectiCare-generated (e.g., lead source from a ConnectiCare employee, a ConnectiCare seasonal employee or other ConnectiCare originated lead) renewal rate.

5. TERM AND TERMINATION

5.1. Term. This Agreement shall have an initial term of one (1) year following the effective date. Thereafter, this Agreement shall automatically renew every twelve (12) months for successive one year periods unless sooner terminated.

5.2. Without Cause Termination. This Agreement may be terminated by either party at any time by giving the other party sixty (60) days prior written notice of any such termination to the other party.

5.3. Immediate Termination of this Agreement by ConnectiCare. This Agreement may be terminated immediately upon written notice for cause upon the occurrence of any of the following:

- a. Broker's license required to perform its duties pursuant to this Agreement is revoked, suspended or not renewed in Connecticut or Broker is charged with an act of moral turpitude;

- b. Based upon CMS' guidance or direction, Broker is unable to continue marketing CONNECTICARE Medicare Plans or any Medicare plans;
- c. Broker's insolvency, bankruptcy, or reorganization, or the institution of such or similar proceedings by or against Broker which proceeding if filed against Broker has not been dismissed within sixty (60) days of such filing;
- d. Broker's criminal conduct (including being charged with a felony) or exclusion from the Medicare program or any other federal or state health benefit program;
- e. Any act of embezzlement, theft, fraud or dishonesty on the part of Broker.
- f. Any material violation of any law, regulation or CMS guidance, in the opinion of ConnectiCare, by Broker regarding the marketing, sale or distribution of CONNECTICARE Medicare Plans;
- g. Broker has violated the Code of Conduct or upon ConnectiCare's determination, in its sole discretion, that Broker has acted in a manner that is materially detrimental to ConnectiCare; or
- h. Broker's Agent/Agency Agreement for commercial products terminates for any reason.
- i. Broker fails to annually certify with ConnectiCare.
- j. Death of Broker. If Broker's right to receive commissions was not conveyed in writing in accordance with applicable law, the deceased Broker's book of business shall automatically revert to ConnectiCare as "house business".

5.4. Termination for Breach. Either party may terminate this Agreement upon thirty (30) days written notice if the other party breached this Agreement and does not cure such breach within thirty (30) days following receipt of written notice specifying in detail the breach by the non-breaching party.

5.5. Effect of Termination of Agreement on Commission. In the event that this Agreement is terminated, Broker shall have no right to receive any commissions on and after the effective date of the termination. Additionally, in the event that this Agreement is terminated, ConnectiCare shall have the right to recoup any and all commissions paid to Broker in accordance with Sections 4.2 and 4.3 of this Agreement.

6. INDEPENDENT CONTRACTOR RELATIONSHIP.

6.1. No Employer-Employee Relationship. Broker and its representatives are independent contractors of ConnectiCare. Nothing contained herein shall be construed to create the relationship of employer and employee, partners or joint venturers between the parties hereto. Broker shall be responsible for paying all wages, benefits, license fees, seminar and related advertising fees and taxes for itself and its representatives related to the provision of services to ConnectiCare pursuant to this Agreement. Accordingly, ConnectiCare will not: (a) withhold FICA (Social Security) from Broker's commissions; (b) make state or federal unemployment insurance contributions on behalf of Broker; (c) withhold state or federal income tax from commissions paid to Broker; (d) make disability insurance contributions on behalf of Broker; or (e) obtain worker's compensation insurance on behalf of Broker.

6.2. Insurance Coverage. Broker shall obtain and maintain all insurance coverages, including but not limited to errors and omissions, workers' compensation and comprehensive general liability coverage, in the minimum amounts required by applicable law or in the amounts that are reasonably acceptable to ConnectiCare, and that are necessary and appropriate to insure the Broker against liability or to comply with applicable laws. Broker agrees to submit evidence of such coverages to ConnectiCare upon request.

6.3. Indemnification. Broker agrees to indemnify, defend, and hold ConnectiCare harmless from and against any and all claims, damages, costs, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs of settlement or defense, arising out of or relating to Brokers' negligent acts or omissions or willful misconduct with respect to its obligations under this Agreement.

6.4. Survival. This Section shall survive the termination of this Agreement.

7. GENERAL PROVISIONS.

7.1. Non-waiver of Covenants. Should ConnectiCare or Broker at any time fail to insist upon a strict performance of each and every provision of this Agreement incumbent upon the other to be kept and performed or fail to adhere strictly to the terms and provisions hereof, or to any one of them, such failure shall not be construed as a waiver of the party's right to thereafter insist upon strict performance by said party to thereafter adhere to and enforce all the terms and provision of this Agreement.

7.2. Assignment. Broker may not assign this Agreement without written consent of ConnectiCare.

7.3. Entire Agreement. This Agreement and any and all exhibits attached hereto incorporated by reference, shall represent the entire Agreement between the parties related to its subject matter. All prior agreements, negotiations, understanding, conversations, and communications, if any, that relate to the sale of Medicare products by the Broker on behalf of ConnectiCare are merged into this Agreement and shall be of no force and effect other than as expressly set forth in this Agreement.

7.4. Severability. The provisions of this Agreement are severable. If any provision or part of this Agreement is held by any court or other official body of competent jurisdiction to be valid or unenforceable for any reason, the remaining provisions or parts hereof shall continue to be given effect and shall bind the parties hereto unless the unenforceability or illegality has the consequence of substantially altering the respective rights and obligations of the parties.

7.5. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Connecticut without regard to its conflict of laws provision. Any lawsuit related to this Agreement shall be brought in a court of competent jurisdiction in Hartford County, Connecticut.

7.6. Amendments. This Agreement may only be amended with the prior written consent of the parties. Notwithstanding, ConnectiCare may modify the compensation terms as set forth in the current Commission Program. In addition, ConnectiCare may amend, revise or supplement this Agreement with written notice to Broker in order to maintain compliance with all applicable federal and state statutes, ordinances, codes, rules, regulations, restrictions, orders, procedures, directives, guidance, policies or requirements enacted, adopted, applied or imposed by any governmental authority or court. The written notice shall specify the effective date of the amendment, revision or supplement to the provisions of this Agreement. Such amendment shall be binding upon Broker and shall not require the consent of Broker.

7.7. Construction. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party but shall, instead, be resolved in accordance with other applicable rules concerning the construction of contracts.

7.8. Notices. Any notice required pursuant to the terms of this Agreement shall be hand delivered or given in writing, sent by certified or overnight mail, return receipt requested, to the individuals designated below and at the address designated below.

To ConnectiCare:

**175 Scott Swamp Road
Farmington, CT 06032**

Attn: Licensing and Commission Department

With Copy to: Associate General Counsel

To Broker:

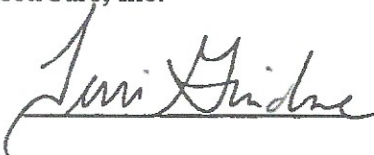
[Insert address]

7.9. Disputes. Any dispute related to this Agreement, which the parties are unable to resolve through informal discussion within thirty (30) days after the initiation of that dispute, shall be resolved through non binding arbitration or some other mutually acceptable dispute resolution procedure (e.g. mediation).

In Witness Whereof, the parties have executed this Agreement intending to be bound on the date signed by ConnectiCare.

ConnectiCare, Inc.

By:



Title: Vice President
Consumer Market Sales

Printed Name: Terri Guidone

Date:

9/24/17

Broker:

By:

Title:

Printed Name:

Date:

EXHIBIT A

ConnectiCare Broker Code of Conduct

In an effort to ensure all independent Brokers contracted with ConnectiCare are representing our plans with the highest degree of integrity, every Broker must abide by the ConnectiCare Broker Code of Conduct as follows:

1. Respect the Beneficiary:

Provide guidance with the beneficiary's best interest in mind at all times. It is important to be respectful of the beneficiary's wishes and to understand their unique health care needs. Brokers should be available for any questions or concerns before and after the sale.

2. Provide full disclosure:

Present all plan options completely, with full disclosure of any plan rules and limitations. Always compare CONNECTICARE Medicare Plans to the beneficiary's current coverage to ensure they understand differences in features, benefits, costs and access to providers.

3. Follow proper marketing guidelines:

Follow approved marketing methods for setting appointments and conducting sales presentations as outlined by CMS regulations. Do not market to beneficiaries through unsolicited contact. This includes door-to-door solicitation, approaching beneficiaries in common areas (i.e., parking lots, hallways, lobbies, etc.), and unsolicited telephone or email contact. Do not solicit beneficiaries, conduct sales presentations, or distribute or accept enrollment applications in areas where patients primarily intend to receive health care services (i.e., waiting rooms, exam rooms, hospital patient rooms, dialysis center treatment areas, pharmacy counter areas, etc.).

4. Use approved materials:

Use only ConnectiCare and CMS approved materials. Do not alter the materials in any way. ConnectiCare has developed all the sales and marketing material needed to present plan information to the beneficiary. This includes the required Scope of Appointment form.

5. Proper use of sales tactics:

Never use high pressure sales tactics to influence a beneficiary's decision to enroll. Allow the beneficiary time to review and understand the information. Offer them independent sources of information such as the CMS web site: www.cms.hhs.gov.

6. Representation:

Always represent yourself and your firm appropriately. Make sure that the beneficiary understands you represent ConnectiCare but are not an employee of ConnectiCare. Be clear that you do **not** represent CMS, Medicare, Social Security or any other government entity.

7. Use enrollment forms correctly:

Do not back-date, falsify or alter any enrollment document or form. Applications must be submitted so that information on the original copy matches exactly with the copy that was left with the prospective member. Completed enrollment forms must be received by ConnectiCare within 48 hours of the date the broker received the signed application or the Broker will automatically forfeit rights to commissions for that member.

8. Do not discriminate:

To ensure fairness, do not discriminate against prospective members on the basis of health status, race, ethnicity, religion, gender, sexual orientation, geographic location within the service area, or any other improper criteria. If you believe a beneficiary lacks understanding of the program or is of questionable competence, you must observe proper procedure by having the beneficiary's chosen authorized representative present at the time of enrollment and approve the member's decision.

9. Comply with oversight standards:

ConnectiCare has rigorous compliance standards for all Brokers selling its Medicare Advantage Plans. Brokers must know and understand the importance of these standards. They include:

- Licensing and background information on all sales agents
- Training on products, CMS regulations and marketing practices, and procedural workflows. This includes an emphasis on product knowledge regarding benefit design, features, and limitations
- Full compliance with this Broker Code of Conduct

To ensure compliance with all marketing guidelines and the Code of Conduct, all Brokers should understand that ConnectiCare undertakes the following initiatives:

- Deployment of a secret shopper service to pose as prospective members to experience the sales process/presentation
- Completion of mandatory training and testing for all Brokers
- Revocation of selling privileges for Brokers who do not complete this training and obtain a passing score on the required testing
- Mandatory outbound education and verification calls or letters to beneficiaries requesting enrollment to confirm that their sales experience was positive, that they intended to enroll, and that they understand the plan rules and benefits
- Follow-up calls or letters to all beneficiaries enrolled by any terminated Broker to confirm their enrollment decision or facilitate disenrollment
- Monitors sales data for potential issues and to educate or even terminate Brokers based on our findings, with emphasis on proactive resolution of issues

ConnectiCare will ensure full compliance with CMS Marketing Guidelines and has a zero tolerance policy for non-compliance. ConnectiCare will promptly terminate any contracts of non-compliant Brokers or their sales management personnel.

**ConnectiCare VIP Medicare
Commission Payment Information Sheet**

Complete the information below and return to:

ConnectiCare, Inc.
ATTN: Finance Dept. / Producer Compensation
175 Scott Swamp Road
Farmington, CT 06032
Fax: 860-678-5224

The following information will be used to process ConnectiCare VIP Medicare commission payments: Please fully complete all fields. Document must be signed by both the agent and a principal of the agency.

Pay Commissions to: (please indicate one choice)	Individual Producer: _____ OR Agency: _____
Individual Producer Name:	<input type="checkbox"/> Mr. <input type="checkbox"/> Ms. _____ <div style="display: flex; justify-content: space-between; width: 100%;"> First Last MI </div> <input type="checkbox"/> Jr. <input type="checkbox"/> Sr. <input type="checkbox"/> II, <input type="checkbox"/> III, <input type="checkbox"/> IV Other _____
Individual Producer Address:	P.O. Box _____ Street _____ City _____ State _____ Zip _____
Individual Producer License Number:	_____ <div style="display: flex; justify-content: space-between;"> CT License # SS #: _____ </div>
Agency Name:	_____
Agency Address:	P.O. Box _____ Street address _____ City _____ State _____ Zip _____
Agency License Number:	_____ CT License #
Agency Tax Identification Number:	_____ Agency Tax ID #

I/We understand that by signing this document all commissions (new and renewing) will be paid to either the agent or the agency as defined above. Should this agreement need to be changed, written notification signed by both parties must be faxed to Medicare Commissions at (860-678-5224).

Agent Printed Name

Rep Id

Agency Name

Agent Signature

Date

Principal (printed name)

Principal Signature

Date