

BROKER AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2006, by and between Care Access Health Plan, Inc. ("**Health Plan**") and _____ ("**Broker**").

STATEMENT OF INTENT

- A.** Health Plan is a Florida licensed prepaid health plan engaged in the business of providing and arranging certain health care services pursuant to a certain prepaid health benefit plan to individuals, employer groups covering their employees and/or dependents and others.
- B.** Broker is an insurance agency or broker that possesses all requisite authority, licenses or permits and other approvals issued by the Florida Office of Insurance Regulation or other applicable regulatory agencies to sell the plans and/or policies offered by Health Plan in the State of Florida.
- C.** Subject to the terms and conditions set forth herein, Health Plan desires to engage Broker to solicit applications for the plans and/or policies offered by Health Plan in the State of Florida and Broker desires to accept such engagement.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements contained herein, the parties agree as follows:

- 1. **Engagement of Broker.** Subject to the terms and conditions set forth herein, Health Plan hereby engages Broker to solicit applications for health care services offered by Health Plan and Broker desires to accept such engagement. Broker shall perform his duties hereunder in a diligent and proper manner consistent with all applicable laws and the terms and conditions of this Agreement. Broker shall further cause all of his agents, employees and other sales personnel ("**Broker Agents**") to also perform their duties hereunder in a diligent and proper manner consistent with all applicable laws and the terms and conditions of this Agreement. Broker represents and warrants that during the term of this Agreement it shall not market or sell the health care plan/product provided for under Chapter 641, Part II of the Florida statutes, of any other party other than Health Plan.
- 2. **Independent Contractor.** None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent parties contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. None of the above nor any of their respective employees shall be construed to be the agent, employer or representative of the other nor will any of the above have an expressed or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other party. Broker shall be free to exercise its judgment and discretion as to the persons solicited and the time and place of solicitation. This section shall not prohibit the Health Plan from supplying Broker with "leads" (names and contact information for potential subscribers for the Health Plan's products). Health Plan shall not withhold for any taxes and Broker shall be solely responsible for the payment of Broker's income and all other taxes. In addition, Broker shall be solely responsible for the payment of all costs and expenses incurred by Broker and Broker Agents in connection with their solicitation efforts hereunder, including the payment of all compensation due Broker Agents, and neither Broker or Broker Agents shall look to Health Plan for any reimbursement of such costs and expenses.
- 3. **Broker Authority and Limitations.** The sole authority granted by Health Plan to Broker hereunder is to solicit and prepare applications for health care coverage from acceptable individuals and/or

groups for Health Plan products approved by Health Plan and the Florida Office of Insurance Regulation. Such authority shall be subject to the limitations and conditions set forth in this Agreement. Neither Broker nor any Broker Agents shall have any authority except that which is expressly set forth in this Agreement. No authority shall be implied from the authority expressly granted herein.

- (a) **Territory.** The Broker and Broker Agents may solicit applications for coverage by Health Plan only in the Territory indicated as follows: _____. Broker acknowledges and agrees that its engagement is not exclusive to Health Plan and Health Plan may engage others to do the same. Broker acknowledges and agrees that from time to time Health Plan may enter into agreements or arrangements that restrict marketing to certain customers to certain marketing representatives or within certain time periods. Health Plan will notify Broker of such agreements or arrangements, and Broker and Broker Agents shall refrain from soliciting policy business from such customers on behalf of Health Plan without the written consent of Health Plan.
- (b) **Limitations.** Broker and Broker Agents shall not:
 - (i) make, alter or discharge the provisions of any application or Health Plan product;
 - (ii) bind Health Plan by making any promise or by accepting any representation or information not contained in the application for coverage;
 - (iii) quote premiums, rates or values for any Health Plan product other than those published by Health Plan;
 - (iv) extend time of payment of any premium or extend the date of the grace period for payment in any Health Plan policy;
 - (v) collect and/or deposit for Broker's own account any premium or payment for a Health Plan product;
 - (vi) broadcast, publish or distribute any advertisements or other materials referring to Health Plan that is not originated by Health Plan, or which is not Health Plan's most current advertisement or other material produced by or published by Health Plan without first securing Health Plan's approval in writing; or
 - (vii) make any payment, assume any liability or incur any expense on Health Plan's behalf.

4. **Additional Broker Covenants.** Broker further agrees as follows:

- (a) **Representation and Service.** Broker agrees to:
 - (1) represent the provisions and benefits of coverage adequately and fairly to
 - (2) submit to Health Plan all completed applications for coverage within (5) five days receipt of same.
 - (3) instruct all individuals, groups or others contracting for coverage with Health Plan that premiums are to be sent or delivered only to Health Plan. In the event Broker or Broker Agents receive a premium payment, then Broker or Broker Agent shall hold all payments received in a fiduciary capacity, promptly remit such funds to Health Plan by the close of the next business day following receipt thereof, and be fully responsible and accountable to Health Plan for all such funds;
 - (4) use best efforts to provide service to enrollees in a prudent, conscientious and businesslike manner consistent with the highest standards of honesty and integrity and to maintain and promote the relationship between Health Plan and its enrollees. Broker covenants and agrees that the contract between Health Plan and the individuals is the exclusive property of Health Plan and Broker has no right or other interest in such contract;
 - (5) work together with and/or in cooperation with any master general agent or general agent designated by Health Plan in connection with the solicitation of applications for health care services offered by Health Plan and servicing thereto.

pros:

- (b) **Expenses.** Broker agrees to pay all taxes, fees and other incidental costs incurred by Broker or Broker Agents in the performance of its duties under this Agreement. Without limiting the generality of the foregoing, Broker shall be responsible for all fees by any governmental body relating to its authority and licensing to perform hereunder.
- (c) **Certification of Broker Agents.** Broker shall be fully responsible for the actions, errors and omissions of Broker Agents and shall ensure that Broker Agents comply with in all respects with the terms of this Agreement.
- (d) **Enrollment Procedures.** Broker and Broker Agents shall comply with the enrollment policies and procedures and marketing code of ethics as promulgated by Health Plan, as applicable.
- (e) **Records and Examination.** Broker agrees to keep complete and accurate records of all transactions connected with the business covered by this Agreement in accordance with state and federal law and general standards for book and record keeping for a period of six years from the termination of this Agreement. All records shall be treated as confidential so as to comply with all state and federal laws regarding confidentiality of patient information. Broker agrees to make such records available for examination by Health Plan and any and all state and federal authorities at any time before or after termination of this Agreement, for purposes of an audit or otherwise.
- (f) **License and Insurance.** Broker and Broker Agents shall be duly licensed to market the basic health care coverage offered by Health Plan. Broker shall further maintain errors and omissions insurance and such other insurance as may be required and acceptable to Health Plan.
- (g) **Disciplinary Proceedings.** Broker shall immediately notify Health Plan of any disciplinary proceedings or notifications from Florida Office of Insurance Regulation or other applicable regulatory agencies relating to the licenses and activities of Broker and Broker Agents.
- (h) **Legal Proceedings.** Broker shall not institute legal proceedings of any kind or character on behalf of Health Plan or any policyholder in connection with any matter pertaining to any activities contemplated by this Agreement, and shall promptly notify Health Plan of any legal proceedings against Broker or Broker Agents relating to the same.
- (i) **Anti- Solicitation/Rollover.** Broker or Broker Agents shall not actively induce or solicit Health Plan accounts for the purpose of transferring or rolling over such accounts to any other health plan product not connected to Health Plan unless specifically demanded and requested of Broker by such accounts and not otherwise prohibited by this Agreement.

5. **Commissions.** As compensation for the services to be rendered by Broker pursuant to this Agreement, Health Plan agrees to pay Broker in accordance with the rates and payment terms set forth in the commission sections ("Commissions") as described in Attachment A and subject to Section 9 and the terms and conditions of this Agreement. Health Plan reserves the right to revise, increase or decrease, in whole or in part, the Commissions set forth on Attachment A, as well as the conditions of qualification and methods of calculation, however no such change shall take effect unless Health Plan has given Broker at least thirty days prior written notice. Broker acknowledges and shall cause Broker Agents to understand and agree, that Broker is the only party entitled to Commissions hereunder. The Commissions shall be computed only upon payments actually paid to, received and accepted by Health Plan. Health Plan shall have a first or priority lien on all Commissions payable hereunder for any debt due from Broker to Health Plan and may deduct and offset from any Commissions due Broker any debt due and owing to Health Plan by Broker. Commissions for a group plan will only be payable in the event Broker is the Broker of Record. Broker must notify Health Plan for a group plan of its Broker of Record status in writing and in the form of a letter written on stationary of the policyholder. Such writing to be referred to as the Broker of Record Letter. In the event an individual is the policyholder, the Broker will remain as the Broker of Record. Broker will be eligible to commence receiving payments on the fifteenth day of the month following the month in which Health Plan receives the Broker of Record Letter. Broker acknowledges and agrees that Health Plan's policy is not to accept a change, but only a termination of Broker of Record from groups or others at any time and for any reason. In the event a group or other notifies Health Plan that the Broker has been terminated by Client as the Broker of Record for such Client, then Broker shall be entitled to receive Commissions on

monies paid to Health Plan only up to the last day of the month immediately preceding the month in which Health Plan received the notification. If any premiums paid to Health Plan are adjusted because of retroactive or pro rata payments, the applicable Commissions paid shall likewise be adjusted. Notwithstanding anything to the contrary in this Agreement, Broker is required to register with a designated general agent working with Health Plan, at Health Plan's sole discretion. Each licensed agent or broker must notify Health Plan of its Agent of Record status in writing with a particular general agency and in the form of a letter written on stationery of the licensed agent or broker. Such writing to be referred to as the Agent of Record Letter. Any compensation that is paid to a certain general agent while Broker is associated with such general agent as Agent of Record will continue to be paid to such general agent even after such general agent is no longer the Agent of Record for Broker and/or Broker is affiliated with a new general agent as Agent of Record, all at Health Plan's sole discretion.

6. **Term**. This Agreement shall begin on _____ (the Effective Date) and shall continue until terminated as set forth herein, or as otherwise provided herein.
7. **Termination without cause**. This Agreement may be terminated without cause at any time upon thirty (30) days advance written notice to the other party. If Health Plan shall terminate this Agreement without cause, then Broker shall be entitled to continue to receive the Commissions that Broker would have otherwise been entitled to receive pursuant to this Agreement, until the date Broker is no longer the Broker of Record provided that Broker must remain accessible and provide whatever service would reasonably be required to service the accounts on which compensation is being earned.
8. **Termination with Cause**. Except as set forth herein, this Agreement may be terminated with cause after the breaching party breaches any provision of this Agreement and fails to cure such breach after the non-breaching party has given the breaching party ten days advance written notice to cure such breach. In the event of a termination with cause by Health Plan hereunder, Broker shall not be entitled to any Commissions after the effective date of such termination.
9. **Policy and Commission Changes**. Health Plan shall have the right at any time and from time to time to:
 - (a) discontinue or withdraw approval to sell any type of policy in any area;
 - (b) determine and modify, change and amend all terms, conditions, and limitations of the Health Plan policy, certificate, rider or contract;
 - (c) determine and modify, change and amend the terms and conditions under which the Health Plan policy or contract may be offered;
 - (d) determine and modify, change and amend any enrollment, underwriting or other policy or procedure;
 - (e) introduce for issuance, in territories designated by Health Plan, new types of policies and determine the rate of compensation payable thereunder; and/or
 - (f) increase and/or decrease the rate of commissions payable hereunder, provided however, that such change shall be applicable only to policies or renewals issued on or subsequent to the effective date of the change.
10. **Indemnification**. Health Plan agrees to hold harmless, indemnify and defend Broker and its officers and employees from and against any and all claims, loss, liability, damage or costs arising out of or in relation to Health Plan's acts and omissions under this Agreement. Broker agrees to hold harmless, indemnify and defend Health Plan and its respective officers and employees from and against any and all claims, loss, liability, damage or costs arising out of or in relation to Broker and/or Broker's Agents acts and omissions under this Agreement.
11. **Confidentiality, Restrictive Covenants and Equitable Relief**. During this Agreement and at all times thereafter, Broker shall not, and shall cause Broker Agent's not to, without the prior written authorization of Health Plan, disclose to or use for the benefit of any person, corporation, or other

- (a) **Amendment.** This Agreement may be amended or modified in any respect by the mutual written agreement of the parties hereto, or as otherwise set forth herein by Health Plan. In addition, Health Plan may modify this Agreement upon thirty (30) days written notice to Broker. Failure of Broker to object to such modification in writing during the thirty (30) day notice period shall constitute acceptance of such modification. In the event Broker objects to such modification in writing during the thirty (30) day notice period, Health Plan may terminate this Agreement upon thirty (30) days notice to Broker.
- (b) **Descriptive Headings.** Descriptive headings contained herein are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- (c) **Counterparts.** This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which shall be deemed to be one and the same instrument.
- (d) **Waiver and Remedies.** The waiver by any of the parties hereto of any other party's prompt and complete performance, or breach or violation, of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation, and the waiver by any of the parties hereto to exercise any right or remedy which it may possess hereunder shall not operate nor be construed as a bar to the exercise of such right or remedy by such party upon the occurrence of any subsequent breach or violation.
- (e) **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- (f) **Permitted Assignments.** This Agreement and Broker's rights and obligations hereunder may not be assigned or transferred by Broker.
- (g) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes and merges all prior agreements, communications and understandings relating to the subject matter hereof, whether written or oral, including any oral or written agreements between Broker and Health Plan.
- (h) **Venue.** Each party agrees that any controversy or action which may arise from this Agreement shall be filed in Miami-Dade County, Florida.
- (i) **Survival.** The provisions of this Agreement, which by their nature are intended to survive the termination or expiration hereof, shall survive the termination or expiration of this Agreement and the assignment of this Agreement by Health Plan.

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

Signed, Sealed and Delivered in the presence of:

Care Access Health Plan, Inc.

BY: _____

Print Name

Date Signed

Broker

By: _____

Print Name

Date Signed

Care Access Health Plan, Inc.
Attachment A- COMMISSION SCHEDULE*

INDIVIDUAL SALES

Commission Payee	1 st year	2 nd year	3 rd Year
Broker/Agent	15%	10%	8%

SMALL GROUP SALES

For Group Sales of 2 to 50 subscribers

Commission Payee	1 st year	2 nd year	3 rd Year
Broker/Agent	15%	10%	8%

LARGE GROUP SALES

For Group Sales of 51 or more subscribers

Commission Payee	1 st year	2 nd year	3 rd Year
Broker/Agent	2.5% for 51-99 subscribers 10% over 100	10%	8%

*Attachment A- Effective for new business as of May 1, 2005
 * Group Sales Effective as of Group Effective Date on or after May 1, 2005

BROKER COMMISSION SCHEDULE (REV4 10/1/05)

CAHP BKR ATT.A

HIPAA Compliance Amendment

WHEREAS, Care Access Health Plan, Inc. (hereinafter referred to as "HEALTH PLAN") and _____ (hereinafter referred to as "Broker") are currently engaged in a business relationship whereby the Broker functions as an Independent Contractor for HEALTH PLAN;

WHEREAS, the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act ("HIPAA-AS") and the Financial Services Modernization Act (Gramm-Leach-Bliley Act ("GLB")) set forth new requirements for the privacy and security of personal information; and

WHEREAS, HEALTH PLAN's health care operations may require the Broker to access HEALTH PLAN's members' personal information when performing activities on behalf of HEALTH PLAN,

THEREFORE, HEALTH PLAN and the Broker shall execute this Amendment to the parties' existing written Agreement for the purpose of evidencing Broker's agreement (1) to protect and secure all non-public personal

financial and/or health information obtained for HEALTH PLAN business purposes and (2) to use such information only for the purpose of performing contracted functions in the capacity as an Independent Contractor with HEALTH PLAN.

1. The Broker agrees that should the Broker perform services on behalf of HEALTH PLAN and receive non-public personal financial or health information, as such terms are defined pursuant to Section 626.9651, Florida Statutes, with respect to any insured or member from HEALTH PLAN for use or disclosure during that service performance, the Broker is prohibited from disclosing or using that information for any reasons other than to carry out the purposes for which HEALTH PLAN disclosed the information.
2. As the Broker and HEALTH PLAN agree that the Broker is designated as defined in 45 CFR Sec. 160.103 (the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 "HIPAA-AS"), the Broker agrees to perform its responsibilities hereunder so that it complies with the requirements of HIPAA-AS then in effect and as applicable to the Broker. Further, the Broker specifically agrees to the following requirements:
 - i. The Broker shall not use or further disclose individually identifiable health or financial information (as individually identifiable health information is defined in 45 CFR Sec. 164.501 and as financial information is defined pursuant to Section 626.9651, Florida Statutes) other than as permitted by this Agreement or as required by law;
 - ii. The Broker shall use appropriate safeguards to prevent unauthorized uses or disclosures, reporting to HEALTH PLAN those safeguards and any known use or disclosure of individually identifiable health information not provided for by this Agreement;
 - iii. The Broker shall ensure that its Brokers, contractors, representatives and business associates agree to these same requirements;
 - iv. The Broker shall make individually identifiable health information (solely that portion that relates to that subject of the information) available for inspection and amendment by the subject thereof in accordance with the HIPAA-AS privacy rules;
 - v. The Broker shall make individually identifiable health information (solely that portion that relates to that subject of the information) or HEALTH PLAN in accordance with the HIPAA-AS privacy rules;
 - vi. The Broker shall make an accounting of disclosures, other than disclosures for treatment, payment, and/or health care operations, relevant to individually identifiable health information available to individuals or HEALTH PLAN upon request in accordance with the HIPAA-AS privacy rules;
 - vii. The Broker shall make available, upon request by HEALTH PLAN or the U.S. Dept. of Health and Human Services or other applicable Federal or State regulatory body, such information as is requested or required by the U.S. Dept. of Health and Human Services or other applicable Federal or State regulatory body;
 - viii. The Broker shall return or destroy, to the maximum extent possible, all individually identifiable health information upon termination of the contract, in any event, the above noted obligations (with respect to any information not returned or destroyed) shall survive termination of the contract;
 - ix. Parties specifically acknowledge that a breach of the terms of this section shall be considered

a material breach;

X. No party shall be deemed a third party beneficiary of this section.

To the extent that the parties have previously executed a written contract that addresses issues of confidentiality of personal information, this Agreement shall supercede any such conflicting provisions. In all other respects, the terms and conditions of the parties' previously executed written contract shall remain unchanged and in full force and effect.

Care Access Health Plan, Inc.

Broker

Signature

Signature (officer or owner)

Name (print)

Name (print)

Title (print)

Title (print)

Date

Date