CENTERS PLAN FOR HEALTHY LIVING, LLC
INDEPENDENT AGENT AGREEMENT

This INDEPENDENT AGENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this _____day of _____20____, by and between Centers Plan for Healthy Living, LLC., located at 75 Vanderbilt Avenue, Staten Island, NY 10304, (hereinafter referred to as "Centers Plan") and_____located at_____ (hereinafter referred to as "IA").

WHEREAS, Centers Plan is a New York limited liability company, organized under the laws of the State of New York, offering one or more Medicare Advantage plans ("MA Plans"); and

WHEREAS, Centers Plan has decided to utilize the services of IA as an independent agent who (i) is licensed as an accident and health insurance agent pursuant to section 2103 of New York Insurance Law, and (ii) is complying with all applicable regulations, rules and other requirements of the New York State Department of Financial Services; and

WHEREAS, IA has expertise in the solicitation of applications by individual Medicare beneficiaries for enrollment in Centers Plan MA Plans; and

WHEREAS, IA is willing, qualified and able to perform all of the duties of an accident and health agent required by Centers Plan for the sales and marketing of Centers Plan's MA Plans.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, IA and Centers Plan hereby agree as follows:

SECTION 1
APPOINTMENT OF IA

1.1 Appointment of IA. Centers Plan hereby appoints IA, and IA hereby accepts such appointment, for the purpose of soliciting applications for Centers Plan MA Plans. IA shall adhere to all Centers Plan's Requirements and CMS Laws and Regulations, all as more fully defined, below.

(a) As used in this Agreement, "IA" shall have the same definition and associated requirements as a Third-Party Marketing Organization (TPMO), as more fully defined in CMS Laws and Regulations.

(b) As used in this Agreement, the term "Centers Plan Requirements" shall mean and include written policies, procedures, rules, directives and guidelines in regard to (i) advertising, marketing and sales of MA Plans, (ii) the Centers Plan Compliance Program, Code of Conduct and its Fraud, Waste and Abuse (FWA) Program, FWA Training and information on how to access the Compliance Officer; (iii) Centers Plan Sales/Marketing Oversight Program(s); and (iv) IA participation in credentialing, education, training and certification programs provided by Centers Plan and/or its designee, including, but not limited to, America's Health Insurance Plans (AHIP) training(s) and/or certification(s) as required by Centers Plan.

(c) As used in this Agreement, the term "CMS Laws and Regulations" shall include: (i) the Medicare Modernization Act of 2003; (ii) the Social Security Act, as amended; (iii) Part C and Part D of Title XVIII of the Social Security Act and all rules and regulations related to Part C and Part D; (iv) any

laws and regulations enacted, adopted, promulgated, applied, followed or imposed by any governmental authority or court in respect of Medicare Advantage programs; and (v) any and all administrative guidelines (including the CMS Marketing Guidelines), bulletins, manuals, instructions, requirements, policies, standards, or directives from time to time adopted or issued by CMS relating to any of the foregoing, each of which may be adopted or amended from time to time.

1.3 Solicitation of Applications for MA Plans. IA acknowledges and agrees that sales and solicitation of applications for Centers Plan MA Plans shall be limited to eligible Medicare beneficiaries on an individual basis, and specifically excludes sales to any type of group.

1.4 Licensure of IA; Compliance with Requirements of NYS Department of Financial Services. IA represents and warrants that IA is licensed by, in good standing with, and will comply with all requirements of the NYS Department of Financial Services applicable to an insurance agent. IA shall immediately notify Centers Plan, in writing, in the event that any such license, permit or registration is suspended or terminated, or if IA is the subject of any disciplinary action initiated by the New York State Department of Financial Services, or any other regulatory or governmental body or court.

1.5 Representation of Centers Plan. In its representation of Centers Plan, IA shall not materially misrepresent Centers Plan or any MA Plan.

1.6 Performance Requirements. IA will comply with and meet the performance requirements set forth on Attachment D, attached hereto and made a part hereof. IA acknowledges and agrees that failure to meet the performance requirements set forth on Attachment D may impact compensation set forth on Attachment A, and is grounds for termination for breach of this Agreement.

1.7 IA shall utilize only Centers Plan authorized sales materials. No advertising, circulars or other written material intended for promotional use or publication by IA which concerns Centers Plan or the MA Plans, shall be issued, used or published by IA unless and until it is (a) submitted to Centers Plan for review, and (b) approved by Centers Plan in writing, following approval of such materials by CMS, where applicable. All advertising materials will comply with Centers Plan Requirements and will not violate any branding or health insurance market conduct requirements of Centers Plan. Centers Plan shall be solely responsible for obtaining CMS approval of marketing/sales materials, where applicable. Neither party may, without the prior written consent of the other, make any public announcement or issue any press release with respect to this Agreement or any Centers Plan product. IA shall ensure that they describe all products fairly and accurately and assist individuals to select the plan that best suits their specific needs.

1.8 Centers Plan Name and Marks. IA shall not permit or cause themselves or any person, firm or entity to use Centers Plan's name, trade or service mark or logo without the express written permission of Centers Plan.

1.9 Supplies. All material furnished to IA by Centers Plan, including forms, applications, proposals and related advertising, and sales material are the property of Centers Plan and shall be used only in the manner intended and for the furtherance of Centers Plan's business. Any materials in IA's possession or control at the termination of this Agreement shall be promptly returned to Centers Plan.

1.10 Complaints. IA shall promptly notify Centers Plan of any complaint or inquiry received by or lodged against IA by a prospective enrollee, an enrollee or any other party. Such complaints shall be forwarded to Centers Plan within three (3) calendar days IA's receipt.

1.11 Non-Exclusivity. The parties acknowledge that this is not an exclusive contract and that IA may represent other insurers and managed care plans, including those offering Medicare Advantage plans, and Centers Plan may contract with other agents, brokers, FMOs and agencies.

1.12 Limitation of Authority. IA shall not have the authority to bind Centers Plan to provide coverage under any MA Plan, alter Centers Plan established premiums, nor modify the terms, conditions, limitations, or exclusions of the MA Plans, without the prior express written consent of Centers Plan. Centers Plan shall have the sole discretionary authority to either accept or reject an enrollment application, and to establish the terms and conditions upon which it will offer coverage to any prospective individuals consistent with CMS Laws and Regulations. This Agreement shall not grant IA an exclusive or preferential right to represent Centers Plan, or solicit individuals in a geographic area, or to solicit any specified individual or category of individuals, unless specifically set forth in this Agreement or an Attachment hereto.

1.13 Rights Reserved By Centers Plan. Centers Plan specifically reserves the right, without the approval of IA:

1. To cease doing business, discontinue or withdraw from sale any Centers Plan product completely or in a specific region, consistent with CMS Laws and Regulations.

2. To modify, change, or amend any certificate, contract or premium rate issued in conjunction with any of its products consistent with CMS Laws and Regulations.

3. 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 CMS Laws and Regulations.

SECTION 2
LIMITATIONS ON AUTHORITY

2.1 Limitations. IA shall have no authority to: (i) make or discharge contracts for Centers Plan; (ii) reject or approve any application submitted by a Medicare beneficiary solicited by IA; (iii) quote premium rates other than the premium specified by Centers Plan; (iv) incur any liability on behalf of Centers Plan; (v) waive, alter or amend the performance, provisions, terms or conditions of any evidence of coverage or contract for a Centers Plan MA plan; or (vi) bind Centers Plan in any way.

SECTION 3
MONITORING AND OVERSIGHT OF AGENT

3.1 IA acknowledges and agrees that Centers Plan is responsible to CMS for operation of the MA Plans in accordance with CMS Laws and Regulations and in accordance with any other administrative guidelines or requirements issued by CMS, including, but not limited to, (i) ensuring that IA adheres to any requirements that apply to Centers Plan, and (ii) ensuring that, when conducting lead generating activities, either directly or indirectly for Centers Plan, when applicable, IA (a) discloses to the potential beneficiary that his or her information will be provided to a licensed agent for future contact, or (b) discloses to beneficiary that he or she is being transferred to a licensed agent who can enroll him or her into a new plan.

3.2 IA agrees to, will abide by and comply with the obligations imposed pursuant to CMS Laws and Regulations, including, but not limited to:

1. Disclosing to Centers Plan any subcontracted relationships used for marketing, lead generation, and enrollment, and any change(s) thereof, as soon as practicable, but in no event later than five (5) days after any such change(s);

2. Recording all calls with beneficiaries in their entirety, including the enrollment process, and providing recordings to Centers Plan immediately upon request;

3. Reporting monthly to Centers Plan any staff disciplinary actions or violations of any requirements that apply to the MA plan associated with beneficiary interaction to Centers Plan; and

4. Using the following disclaimer, as more fully indicated in (1) – (4), below: "We do not offer every plan available in your area. Any information we provide is limited to those plans we do offer in your area. Please contact Medicare.gov or 1-800-MEDICARE to get information on all of your options", by:

    a) Verbally conveying disclaimer within the first minute of any sales call;

    b) Electronically conveying disclaimer when communicating with a beneficiary through email, online chat, or other electronic means of communication;

    c) Prominently displaying disclaimer on any IA website(s); and

    d) Including disclaimer in any marketing materials, including print materials and television advertisements, developed, used, or distributed by the IA.

3.3 IA shall permit Centers Plan to monitor the performance of IA on an on-going basis, in any manner that Centers Plan reasonably deems appropriate for compliance with the Centers Plan's obligations to CMS including, without limitation, monitoring performance via the Centers Plan Sales Oversight Program.

SECTION 4
COMPENSATION BY CENTERS PLAN

4.1 Commissions. Centers Plan agrees to pay commissions for new, individual sales by IA in accordance with Attachment A (Commission Schedule IA) and Attachment A-1 (Commission Rates). IA acknowledges and agrees that all payments made to IA as set forth on Attachment A-1 are payments for commissions to IA. IA further acknowledges and agrees that all commissions paid will meet Fair Market Value requirements. For purposes of this Agreement, "Fair Market Value" shall mean broker compensation amounts that are in compliance with CMS requirements related to Fair Market Value calculations. IA acknowledges and agrees that the IA commission payments set forth on Attachment A-1 sets forth all amounts payable under this Agreement, and that no other compensation or reimbursement is due to IA from Centers Plan for sales or for expenses incurred as a result of this Agreement.

(a) IA acknowledges and agrees that in no event, including but not limited to, non-payment of commissions by Centers Plan, insolvency of Centers Plan or breach of this Agreement, shall IA bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have any recourse against a prospective enrollee or an enrollee or persons acting on a prospective enrollee's or enrollee's behalf.

4.2 Change to Commission Schedule. Centers Plan reserves the right to change the Commission Schedule, at its sole discretion. In the event of any change to the Commission Schedule not required by CMS regulations, rules and/or guidance ("CMS Required Change"), Centers Plan shall provide IA with thirty (30) days prior written notice of the effective date of the change. Such notice of change to the Commission Schedule will be sent to the last known address of IA as reflected in Centers Plan's records. IA's sole remedy for disagreement with any change to the Commission Schedule shall be to terminate this Agreement as provided under Section 10, Term and Termination. In the event of a CMS Required Change to the Commission Schedule, such change(s) shall be effective as of the date specified by CMS. Any change to the Commission Schedule shall apply only to commissions payable with regard to business written on or after the effective date of such change.

4.3 Conditions for Payment of Commission. No commission shall be payable to IA in the event:

(a) Premium is waived or refunded;

(b) Centers Plan revokes the appointment of IA, for cause;

(c) This Agreement is terminated for cause by Centers Plan;

(d) CMS rejects the enrollment;

(e) Centers Plan reasonably determines that the application is incomplete;

(f) The applicant cancels their enrollment prior to the enrollment effective date or within the cancelation period CMS allows;

(g) The member disenrolls before accruing ninety (90) days of continuous enrollment;

(h) The IA is not in good standing;

(i) Centers Plan determines the application was obtained in a manner that violates this Agreement or CMS guidelines; or

(j) The IA has been terminated for cause by Centers Plan.

No commission payments will be made by Centers Plan to IA on premiums received by Centers Plan for any period after any one of the above events occurs.

In the event that Centers Plan terminates this Agreement, without cause, Centers Plan shall continue to pay compensation in accordance with the structure in place when the enrollment occurred, as described in Attachment A, so long as the IA is in good standing and the member is still enrolled.

4.4 Periodic Accounting and Recovery of Paid Commissions. Centers Plan shall provide IA with a monthly accounting of commissions paid or payable. Such accounting shall be provided to IA by the fifth (5^{th}) day of each month, and shall set forth commissions paid or payable in the preceding month.

IA agrees that such accounting shall be deemed correct unless IA provides written objection to Centers Plan within thirty (30) days following the date the accounting was postmarked to IA.

IA agrees to promptly refund to Centers Plan, in full, any commissions determined by Centers Plan to be overpayments or to have been paid in error by Centers Plan to IA. Centers Plan reserves the right to recover such amounts directly from IA, or to withhold future commission payment(s), as necessary, to recover any overpayments or erroneous payments that IA has not promptly refunded to Centers Plan.

4.5 Taxes, Fees, Other Costs. IA agrees to pay costs, taxes, fees and other incidental costs, including costs of courier services, incurred by IA in the performance of this Agreement. IA is responsible for the cost of all licensing, educational requirements and appointment fees, and all other fees required or related to the services provided under this Agreement. No payroll or employment taxes of any kind shall be withheld or paid by Centers Plan with respect to any compensation paid to IA as a result of this Agreement. Payroll and employment taxes are the sole responsibility of IA. For the purposes of this Section, payroll and employment taxes include, but are not limited to, FICA, FUTA, federal personal income tax and any applicable state personal income, disability insurance and/or unemployment taxes.

SECTION 5
RECORDS

5.1 Maintenance of Records. IA shall maintain records, documents, and any other information, including documentation of all applications for enrollment obtained by IA from prospective enrollees, and all IA services (i) in accordance with prudent business practices, (ii) in such manner and form as may be required by Centers Plan, and (iii) in accordance with CMS Laws and Regulations and Centers Plan Requirements.

(a) Such records, documents and other information shall be retained for ten (10) years or such longer period as required by law, from the date of receipt of an application for enrollment, or the date that IA services are rendered, whichever is later.

(b) IA acknowledges that Centers Plan, HHS, the Comptroller General, or their designees have the right to inspect, evaluate and audit any books, contracts, enrollee documentation, and other records involving applications for enrollment or IA services related to Centers Plan through ten (10) years from the final date of this contract, or from the date of the completion of any audit, or for such longer period provided for in 42 CFR §422.502 (e)(4), 42 CFR §423.505 (i)(2) and/or other applicable law or regulation, whichever is later.

(c) IA shall not alter the original format of said documentation (e.g., by converting hard copy documents to electronic documents, or electronic documents to hard copy) except upon prior written notice to and written approval from Centers Plan.

5.2 Ownership of Information. All applications for enrollment and other information arising from services provided in accordance with this Agreement shall be solely the property of Centers Plan. IA shall not sell or transfer such data to any third party in any form or for any purpose.

SECTION 6
INDEMNIFICATION

6.1 Indemnity by IA. IA shall indemnify and hold Centers Plan, and its officers, directors, employees, or other agents and assigns ("Centers Plan Indemnities") harmless from and against all claims, liabilities, damages, judgments or other losses (including attorney's fees), including without limitation, any adverse financial impact incurred by Centers Plan Indemnitees, and any penalties or sanctions imposed by CMS upon or incurred by Centers Plan Indemnitees arising out of, or as a result of, any negligent or wrongful acts or omissions of IA in connection with the performance, non-performance, act or

omission of any of IA's obligations under this Agreement, Centers Plan Requirements, and/or CMS Laws and Regulations.

6.2 Indemnity by Centers Plan. Centers Plan shall indemnify and hold IA harmless from and against any claims, liabilities, damages, judgments or other losses (including attorney's fees), including without limitation, any adverse financial impact incurred by IA, and any penalties or sanctions imposed by CMS upon or incurred by IA arising out of or as a result of any wrongful acts or omissions of Centers Plan in connection with the performance, non-performance, act or omission of obligations under this Agreement, and/or CMS Laws and Regulations.

SECTION 7
DISPUTE RESOLUTION PROCEDURE

7.1 Resolution of Disputes.

(a) Direct Negotiation. The parties agree that any and all disputes arising out of, or relating to, this Agreement shall first be addressed by direct negotiation between the parties. The disputing party shall provide the other party with written notice of the dispute ("Notice of Dispute"), containing a detailed description of the matter in controversy. The parties agree to exercise reasonable efforts to resolve the dispute as soon as practicable.

(b) Arbitration. In the event that the parties cannot agree on the resolution of the dispute through direct negotiations, but in no event sooner than twenty (20) business days following the other party's receipt of the Notice of Dispute (unless otherwise agreed by the parties), provided that the dispute is solely between Centers Plan and IA, and does not involve any dispute with or brought by an unrelated third party, either party may submit the matter to final and binding arbitration before the American Health Lawyers Association ("AHLA"), which proceeding shall be governed by AHLA guidelines. Centers Plan and IA agree to each pay one-half (1/2) of the fee of the arbitrator(s) and any administrative fees incidental to the arbitration process. The arbitration proceeding shall take place in Richmond County, New York, unless an alternative site is mutually agreed to by the parties.

SECTION 8
CONFIDENTIALITY; HIPAA COMPLIANCE

8.1 Confidential Information. The term "Confidential Information" means information of a confidential or proprietary nature which is taken from or disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party"). Confidential Information shall include matters of a technical nature such as trade secrets, data, computer programs, and information derived therefrom, matters of a business nature, lists of prospective enrollees, and other information whether or not designated by a party as confidential.

8.2 Treatment of Confidential Information.

(a) IA agrees that any such Confidential Information disclosed to the IA shall be used only in connection with the legitimate purposes of this Agreement, shall be disclosed only to those who have a need to know it, and shall be safeguarded with the same care normally afforded such

Confidential Information in the possession, custody or control of IA, provided, however, that such care shall be no less than reasonable care necessary to safeguard the Confidential Information.

(b) The Receiving Party agrees (i) to hold the Disclosing Party's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information; and (ii) not to divulge Confidential Information or information derived therefrom to any third party unless required in the performance of the Receiving Party's duties under this Agreement.

(c) The confidential obligations contained in this Section 8 shall be perpetual. The Receiving Party may make disclosures to its agents or representatives, including its consultants, auditors or lawyers, provided such recipient undertakes to protect the Confidential Information in the same manner as it is protected under this Agreement. The Receiving Party may also make disclosures as required by law or by a court order or subpoena, provided Receiving Party allows the Disclosing Party an opportunity to obtain a protective order, should the Disclosing Party wish to do so.

(d) The confidentiality obligations of this Section 8 shall not apply to information which: (i) is or becomes publicly known by Receiving Party without breach of this Agreement; (ii) is learned by the Receiving Party from third party; or (iii) is rightfully obtained by the Receiving Party prior to this Agreement.

SECTION 9
HIPAA & MEDICARE COMPLIANCE

9.1 HIPAA Compliance; Business Associates Agreement. IA agrees to comply with the requirements of the Business Associates Agreement, attached hereto and made a part hereof as Attachment B, as amended from time to time by Centers Plan. Centers Plan shall provide IA notice of any amendment to Attachment B, and the amendment shall take effect as of the expiration of the date indicated in the notice.

9.2 Medicare Advantage Addendum. IA represents and warrants that it will comply with the Medicare Advantage Addendum attached hereto and made a part hereof as Attachment C.

SECTION 10
TERM AND TERMINATION

10.1 Term. This Agreement shall begin on _____("Effective Date") and shall continue for that period from the Effective Date through December 31st of that same year. Thereafter, this Agreement will automatically renew for a one (1) year period on January 1st of each year thereafter. This Agreement shall remain in effect unless terminated in accordance with the provisions of this Section 10.

10.2 Termination Without Cause. Either party may terminate this Agreement, without cause, upon at least sixty (60) days written notice to the other party.

10.3 Termination for Breach. If either party defaults in the performance of any of its duties or obligations under this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days prior written notice to the breaching party; provided, however, that the breaching party shall have the opportunity to cure such breach during the thirty (30) day notice period. If the breaching party fails to

cure the breach, the Agreement shall terminate on the thirtieth (30th) day set from the date of initial notice. The notice of default shall specify the nature of the alleged default or breach.

10.4 Immediate Termination of IA for Cause. This Agreement shall be terminated by Centers Plan immediately upon the occurrence of any of the following by IA, as applicable:

10.4.1 IA's criminal conduct (including charged with a felony or misdemeanor);

10.4.2 IA's exclusion from the Medicare program or any other federal or state health benefit program;

10.4.3 IA's' license is suspended, revoked or not renewed by regulatory action in New York State or any other state in which IA was or is performing services, and/or IA fails to comply with any applicable New York State Insurance Law, Regulation, Circular or Opinion Letter; or

10.4.4 Any act of embezzlement, theft, fraud or dishonesty on the part of the IA.

10.5 Immediate Termination of this Agreement for Cause by Centers Plan. This Agreement may be terminated by Centers Plan immediately for cause upon the occurrence of any of the following:

10.5.1 IA's insolvency, bankruptcy, or reorganization, or the institution of such or similar proceedings by or against IA, which proceeding, if filed against IA, has not been dismissed within sixty (60) days of such filing;

10.5.2 IA's license is subject to commencement of a disciplinary action in New York State or in any other state;

10.5.3 Assignment or an attempt to assign this Agreement by IA; or

10.5.4 Violation or omission by IA of any law, regulation, or CMS Laws and Regulation and/or Centers Plan Requirements.

SECTION 11
GENERAL PROVISIONS

11.1 Independent Contractor. Nothing contained herein shall be construed to create the relationship of employer and employee, partners or joint ventures between the parties hereto. IA shall be free to exercise its independent judgment in the performance of this Agreement, subject only to the terms hereof and the Centers Plan Requirements and CMS Laws and Regulations.

11.2 Insurance. IA shall obtain and maintain throughout the term of this Agreement comprehensive liability insurance, and errors and omissions insurance, each in amounts not less than one million dollars ($1,000,000.00). Upon request, IA shall promptly deliver to Centers Plan evidence of such insurance. IA agrees to notify Centers Plan immediately upon IA's receipt of any notice canceling, suspending or reducing the coverage limits of its comprehensive liability insurance or errors and omissions insurance.

11.3 Successors and Assigns; Subcontracts. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, subcontracted or delegated by IA (whether by operation of law or otherwise) without the prior written consent of Centers Plan. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

11.4 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or other term or condition of this Agreement on any future occasion.

11.5 Severability. In the event that any provision of this Agreement shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

11.6 Further Assurances. Each party hereto shall execute and cause to be delivered to the other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

11.7 Choice of Law; Jurisdiction. This Agreement shall be construed, interpreted, and governed according to the laws of the State of New York without regard to its conflict of laws rules. The parties agree that any legal action or proceeding by one party against the other party arising out of this Agreement shall be brought in federal or state court in the State of New York, Richmond County.

11.8 Force Majeure. The performance obligations of IA and/or Centers Plan respectively hereunder shall be suspended to the extent that all or part of this Agreement cannot be performed due to causes which are outside the control of IA and/or Centers Plan. Without limiting the generality of the foregoing, such causes include acts of nature, acts of a public enemy, acts of any person engaged in a subversive or terrorist activity or sabotage, wars, fires, floods, earthquakes, explosions, strikes (except a strike of the party's employees), slow-downs (except a slow-down of the party's employees), freight embargoes, etc. The foregoing shall not be considered to be a waiver of any continuing obligations under this Agreement, and as soon as such conditions cease, the party affected thereby shall fulfill its obligations as set forth under this Agreement.

11.9 Entire Agreement. This Agreement, including the Attachments hereto, constitutes the entire agreement between IA and Centers Plan with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between IA and Centers Plan with respect to the subject matter hereof.

11.10 Use of Name. No party shall use the other party's name, trade or service mark, logo, or the name of any affiliated company in any advertising or promotional material, presently existing or hereafter established, except in the manner and to the extent permitted by prior written consent of the other party.

11.11 Notice. Any notice required or permitted by this Agreement, unless otherwise specifically provided for in this Agreement, shall be in writing and shall be deemed given: (i) one (1) business day following delivery by a nationally reputable overnight courier; (ii) one (1) business day following receipt by facsimile during the receiving party's business hours with written confirmation thereof; (iii) three (3) business days after the date it is deposited in the United States mail, postage prepaid, registered or certified mail, return receipt; or (iv) hand delivered, each to the office of the designated recipient addressed as follows:

To IA:

_____

_____

_____

_____

To Centers Plan:

Centers Plan for Healthy Living, LLC
75 Vanderbilt Avenue, 7th Floor
Staten Island, NY 10304
Attn: AVP of Medicare Sales

Copy to:

Centers Plan for Healthy Living, LLC
75 Vanderbilt Avenue, 7th Floor
Staten Island, NY 10304
Attn: Compliance Department
Email: compliance@centersplan.com

11.12 Consent to Amend. IA agrees that Centers Plan may amend this Agreement effective immediately upon receipt of notice from Centers Plan if such modification is required by any applicable law, regulation, or otherwise by CMS. Any such amendment shall be incorporated into this Agreement without the necessity of further action by the parties. In all other situations, this Agreement may be amended or modified only by mutual written consent of duly authorized representatives of IA and Centers Plan.

11.13 Litigation. IA shall not initiate litigation in any dispute between IA and any prospective or existing enrollee, without the prior written consent of Centers Plan, which consent may be withheld by Centers Plan for any or no reason.

If any legal action is brought against either party hereto, or against both parties jointly, by reason of any alleged act, fault or failure of IA in connection with IA's activities hereunder, Centers Plan may require IA to defend such action, or at its sole option, Centers Plan may defend such action. Any and all amounts that may be recovered against Centers Plan by judgment, settlement or otherwise, in any such action, will be payable by IA to Centers Plan on demand.

11.14 Headings. The headings of Sections and Attachments contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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

11.16 Specific Performance/Injunctive Relief. The parties to this Agreement agree that to the extent permitted by applicable law, in the event of any breach or threatened breach by any party to this Agreement of any covenant, obligation or other provision set forth in this Agreement for the benefit of any other party to this Agreement, such other party shall be entitled (in addition to any other remedy that may be available to it) to: (i) a decree or order of specific performance to enforce the observance and performance of such covenant, obligation or other provision; and (ii) an injunction restraining such breach or threatened breach. Neither party shall be required to provide any bond or other security in connection with any such decree, order or injunction or in connection with any related action or legal proceeding.

11.17 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart. This Agreement may be executed and delivered by fax or email and upon such delivery the fax or email signature will be deemed to have the same effect as if the original signature had been delivered to the other party. The original signature copy shall be delivered to the other party by express overnight delivery. The failure to deliver the original signature copy and/or the non-receipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CENTERS PLAN FOR HEALTHY LIVING, LLC	**[INSERT IA NAME]**
BY: _____	BY: _____
_____	_____
(Name)	(Name)
_____	_____
(Title)	(Title)
_____	_____
Date	Date

ATTACHMENT A
COMMISSION SCHEDULE
IA

I. **General Provisions Relating to Compensation:**

A. Definitions:

1. Initial Centers Plan Enrollment: means the first new enrollment in Centers Plan made by a beneficiary for an effective date on or after January 1st of the year(s) specified in the applicable Commission Schedule.

2. Renewal Centers Plan Enrollment: means each Plan Year, after the Initial Centers Plan Enrollment year, in which the beneficiary remains enrolled in Centers Plan.

3. Plan Year: The consecutive 12-month period during which Centers Plan provides coverage for health benefits, described at 45 CFR 155.20, which shall be a calendar year.

4. Initial Commission Amount (ICA): means that amount to be paid to IA upon a beneficiary's Initial Centers Plan Enrollment where the CMS' Agent Broker Compensation Report Data File indicates the Compensation Type is "Initial." The ICA applicable to each Plan Year shall be as set forth at Attachment A-I, as amended from time to time.

5. Renewal Commission Amount (RCA): means that amount to be paid to IA for each year of the beneficiary's Renewal Centers Plan Enrollment, for life of the beneficiary's Renewal Centers Plan Enrollment, where the CMS Agent Broker Compensation Report Data File indicates the Compensation Type is "Renewal." The RCA applicable to each Plan Year shall be as set forth at Attachment A-I, as amended from time to time.

6. Agent Broker Compensation Report Data File: For Plan enrollments, MARx establishes a status of initial or renewal compensation cycle. This status provides Centers Plan with the information necessary to determine how to pay IA for specific beneficiary enrollments. Centers Plan pays agents an initial amount or a renewal amount as provided in the CMS agent compensation guidance. This report/file is generated on the first Sunday of each calendar month.

7. MARx: Medicare Advantage Prescription Drug Database.

8. Daily Transaction Reply Report (DTRR): The DTRR identifies whether a beneficiary submission was accepted or rejected, and provides additional information about Centers Plan membership.

9. Monthly Membership Detail data file (MMR): The basic accounting file of beneficiary level payments and adjustments for Medicare Advantage and Part D organizations.

B. ICA Payment(s) to be Advanced:

1. For Initial Centers Plan Enrollments the IA shall be paid as follows:

(i) RCA shall be paid in a lump sum, no later than the 45th day following the beneficiary's enrollment effective date in Centers Plan;

(ii) If the Agent Broker Compensation Report Data File indicates the Compensation Type is "Initial," the remainder (i.e., the difference between the ICA and the RCA) is to be paid no later than the 45th day following Centers Plan's receipt of the Agent Broker Compensation Report Data File.

(iii) If the Agent Broker Compensation Report Data File indicates the Compensation Type is "Renewal," the lump sum RCA represents the full amount due to the IA for the enrollment.

2. IA acknowledges and agrees that payment of the ICA as described above constitutes an advance payment, the right to which is accrued over the course of twelve (12) months.

3. IA further acknowledges and agrees that, in the event that the beneficiary disenrolls from the selected MA Plan prior to completion of one year of enrollment, Centers Plan shall recoup unearned ICA, prorated as described below.

C. Recoupment of Advanced ICA Payments:

1. Disenrollments effective prior to the first day of the 4th Month: Centers Plan shall recoup the full amount of ICA paid to IA in the event that the beneficiary disenrolls with a disenrollment effective date prior to the first day of the 4th month following the Initial Centers Plan Enrollment effective date.

2. Disenrollments effective after the first day of the 4th month, and before the last day of the 12th Month: Centers Plan shall recoup that amount of the ICA that represents the unearned portion of the commission — e.g., if the beneficiary disenrolls with a disenrollment effective date prior to the first day of the 7th month following Initial Enrollment, Centers Plan shall recoup 50% of the ICA paid.

D. RCA Payments:

1. For each year of Renewal Centers Plan Enrollment, Centers Plan shall pay to IA the RCA payment in 12 equal monthly installments.

2. Centers Plan shall make the monthly RCA payment to IA within thirty (30) days of receipt of the Monthly Membership Report from CMS, confirming the beneficiary's Renewal Centers Plan Enrollment.

E. Recoupment of RCA Payments:

1. Centers Plan shall recoup unearned RCA payments should the plan receive retroactive disenrollment notification that covers months for which RCA payments were made to the IA. For the avoidance of doubt, if Centers Plan made six (6) RCA payments to the IA for a period commencing on January 1, 20__ and ending on July 1, 20__, and CMS, subsequently, changes the enrollee's disenrollment date from June 30, 20__ to April 30, 20__, Centers Plan will recoup two

(2) RCA payments (those RCA payments made for May 20__ and June 20__), as those payments were unearned.

2. In order for the IA to retain payment for enrollments, the enrollee must remain enrolled with Centers Plan for a period of no less than three (3) full calendar months, and still be enrolled on the first day of the 4th month. If the enrollee is not enrolled on the first day of the 4th month, Centers Plan may recover/recoup all RCA payments.

II. Acknowledgements by IA and Centers Plan.

A. CMS Rules, Regulations & Guidance: Centers Plan and IA, acting on behalf of itself, acknowledge and agree that:

1. All compensation must comply with CMS Laws and Regulations.
2. The provisions set forth above are based on CMS Laws and Regulations in effect as of the Effective Date;
3. Notwithstanding anything in Section 11.12 to the contrary, in the event that the provisions set forth above do not comply with CMS Laws and Regulations, the non-compliant provisions shall be revised to reflect and comply with current interpretive guidance provided by CMS and this Agreement, together with its attachments and exhibits shall be automatically amended to reflect such regulations and/or guidance without further action of the parties.
4. In accordance with Section 11.12, in the event that CMS regulations, rules, guidance and/or instructions require the parties to amend this Attachment A, this Attachment A shall be so amended effective immediately upon receipt of notice from Centers Plan without the necessity of further action by the parties.

B. Amendments by Centers Plan. Notwithstanding anything in Section 11.12 to the contrary, and solely with respect to this Attachment A:

1. Centers Plan may amend the provisions set forth in this Attachment A by providing thirty (30) days advance notice to IA. If IA does not object to the amendment within the thirty (30) day notice period, the amendment shall take effect as of the date stated in the notice.

2. Centers Plan will provide to IA, on an annual basis a new Attachment A-I within thirty (30) days of the date that new commission amounts are published by CMS.

3. Centers Plan may amend the provisions set forth in Attachment A-1 by providing ninety (90) days advance notice to IA. If IA does not object to the amendment within the ninety (90) day notice period, the amendment shall take effect as of the date stated in the notice.

ATTACHMENT A-1

COMMISSION RATES

Commission payments payable under this Agreement shall be based upon agent and broker compensation rates published by the Centers for Medicare and Medicaid Services ("CMS") on an annual basis. If for any annual period during the term of this Agreement, CMS fails to publish an updated agent and broker compensation rate, the current rate shall be paid until such time as CMS shall publish updated agent and broker compensation rates. Compensation rates shall be updated automatically, effective as of the date set forth in the CMS publication, without any further action by Centers Plan or FMO.

ATTACHMENT B
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is effective as of the ___ day of _____, 20___ by and between Centers Plan for Healthy Living, LLC ("Covered Entity") and _____("Business Associate").

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, 110 Stat. 2024 (Aug. 21, 1996) ("HIPAA"), the Office of the Secretary of the United States Department of Health and Human Services ("HHS") has issued regulations governing the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (the "Privacy Rule"); and

WHEREAS, pursuant to the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and any conforming regulations promulgated by HHS (the "HITECH Act"), the scope of privacy and security protections available under HIPAA was widened; and

WHEREAS, the Privacy Rule provides, among other things, that a Covered Entity is permitted to disclose Protected Health Information to a Business Associate and allow the Business Associate to obtain, receive, and create Protected Health Information on the Covered Entity's behalf, only if the Covered Entity obtains satisfactory assurances in the form of a written contract, that the Business Associate will appropriately safeguard the Protected Health Information; and

WHEREAS, where applicable to the relationship between the Covered Entity and the Business Associate, the Office of the Secretary of HHS has issued regulations requiring certain transmissions of electronic data be conducted in specified standardized formats at 45 CFR Parts 160 and 162 (the "Electronic Transactions Rule"); and

WHEREAS, Covered Entity and Business Associate desire to determine the terms under which they will comply with HIPAA and the HITECH Act, as applicable.

NOW, THEREFORE, the Covered Entity and Business Associate hereby agree as follows:

I. GENERAL HIPAA COMPLIANCE

1.1 HIPAA Definitions. Except as otherwise provided in this Agreement, all capitalized terms contained in this Agreement have the meanings set forth in HIPAA or the HITECH Act, as applicable.

1.2 HIPAA Readiness. Business Associate agrees that it will be fully compliant with the requirements of HIPAA and the HITECH Act, as applicable, and will provide the Covered Entity with written certification of such compliance upon request.

1.3 Changes in Law. Business Associate agrees that it will comply with any changes in HIPAA and the HITECH Act, as applicable, by the compliance date established for any such change, and will provide the Covered Entity with written certification of such compliance upon request.

1.4 Nature of Relationship Between Business Associate and Covered Entity. The parties acknowledge that Business Associate is or will be, in fact, a Business Associate of the Covered Entity as such term is defined in HIPAA.

II. TREATMENT OF PROTECTED HEALTH INFORMATION

2.1 Permitted Uses and Disclosures of Protected Health Information.

2.1.1 Permitted Uses: Business Associate may only use Protected Health Information to the extent necessary to provide services pursuant to Business Associate's contractual obligations with Covered Entity and Business Associate, and will not use or further disclose any Protected Health Information received from, or created or received on behalf of, the Covered Entity, in a manner that would violate the requirements of the Privacy Rule or this Agreement.

2.1.2 Other Permitted Uses:

2.1.2.1 Disclosure of Protected Health Information for Management, Administration and Legal Responsibilities: Business Associate is permitted to disclose Protected Health Information if necessary for the proper management and administration of Business Associate, or to carry out legal responsibilities of Business Associate, provided that the disclosure is required by law, or Business Associate obtains reasonable assurances from the person or entity to whom the Protected Health Information is disclosed that (i) it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed, (ii) the person or entity will use appropriate safeguards to prevent use or disclosure of the Protected Health Information, and (iii) in accordance with Section 2.6 hereof, the person or entity will notify Business Associate within three (3) days y of discovery of any unauthorized disclosure of Protected Health Information.

2.1.2.2 Data Aggregation: Business Associate is permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined in 45 CFR 164.501 only at the request of Covered Entity.

2.1.3 Further Uses Prohibited: Except as permitted in Section 2.1, Business Associate is prohibited from further using or disclosing any Protected Health Information.

2.2 Minimum Necessary. Business Associate will only request, use and disclose the minimum necessary amount of Protected Health Information to accomplish the purposes of the request, use or disclosure. This "minimum necessary" requirement will not apply to use or disclosure excepted from the minimum necessary limitations as specified in 45 C.F.R. § 164.502(b)(2).

2.3 Required Security Safeguards. Business Associate will implement and maintain the appropriate security standards, administrative, physical, and technical safeguards, and the policies and procedures set forth at 45 C.F.R. § 164.316, and otherwise comply with the HIPAA Security Rule, to the extent applicable to Business Associate, including but not limited to, (i) adopting policies and procedures regarding the safeguarding of Protected Health Information, (ii) providing training to relevant employees, independent contractors, and subcontractors on such policies and procedures to prevent the improper use or disclosure of Protected Health Information, and (iii) implementing appropriate technical safeguards to protect Protected Health Information.

2.4 Mitigation of Improper Uses or Disclosures. Business Associate will mitigate, to the extent practicable, 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.

2.5 Reporting Unauthorized Uses and Disclosures. Business Associate will promptly report in writing to the Covered Entity any unauthorized use or disclosure of Protected Health Information of which Business Associate becomes aware, and in no event later than three (3) business days after discovery of such unauthorized use or disclosure, Security Incident, or Breach of Unsecured Protected Health Information. This obligation to report includes any unauthorized acquisition, access, use, modification, manipulation, destruction or disclosure, even where the Business Associate has determined that such acquisition, access, use, modification, manipulation, destruction or disclosure does not compromise the security or privacy of such Protected Health Information, unless exempted under 45 C.F.R. 164.402(2). Business Associate agrees that if any of its employees, agents, subcontractors, and representatives violate the terms of this section, such employees, agents, subcontractors, and representative shall receive training on Business Associate's procedures for compliance with the Privacy Rule, Security Rule and the HITECH Act, or shall be sanctioned or prevented from accessing any Protected Health Information.

2.6 Access to Protected Health Information. Within ten (10) days of a request by the Covered Entity on behalf of an individual, Business Associate agrees to make available to the Covered Entity (or at the direction of the Covered Entity to any individual) any relevant Protected Health Information received from, or created or received on behalf of, the Covered Entity in accordance with the Privacy Rule. If Business Associate receives, directly or indirectly, a request from an individual requesting Protected Health Information, Business Associate will promptly notify the Covered Entity, in writing, of such individual's request no later than five (5) business days after receiving such request. Business Associate will not give any individual access to Protected Health Information unless such access is approved by the Covered Entity.

2.7 Amendment of Protected Health Information. Within ten (10) days of a request by the Covered Entity, the Business Associate agrees to make available to the Covered Entity any relevant Protected Health Information received from, or created or received on behalf of, the Covered Entity so that the Covered Entity may fulfill its obligations to amend such Protected Health Information pursuant to the Privacy Rule. At the direction of the Covered Entity, Business Associate will incorporate any amendments to Protected Health Information into any and all Protected Health Information that Business Associate maintains. If Business Associate receives, directly or indirectly, a request from an individual requesting an amendment to Protected Heath Information, Business Associate will promptly notify the Covered Entity in writing of such individual's request no later than five (5) business days after receiving such request. Business Associate will not amend any Protected Health Information at the request of an individual unless directed by the Covered Entity. The Covered Entity will have full discretion to determine whether the requested amendment will occur.

2.8 Accounting of Disclosures. Business Associate will maintain an accounting of disclosures of Protected Health Information it receives from, or creates or receives on behalf of, the Covered Entity in accordance with the Privacy Rule. Within ten (10) days of a request by the Covered Entity, Business Associate will make available to the Covered Entity (or at the direction of the Covered Entity to any individual) the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528. If Business Associate receives, directly or indirectly, a request from an individual requesting an accounting of disclosures of Protected Health Information, Business Associate will promptly notify the Covered Entity, in writing, of such individual's request no later than five (5) business days after receiving such request. Business Associate will not provide such an accounting at the request of an individual unless directed by the Covered Entity. The Covered Entity will have full discretion to determine whether the required accounting will occur.

2.9 Restrictions and Confidential Communications. Business Associate will, upon notice from the Covered Entity in accordance with Section 4.4, accommodate any restriction to the use or disclosure of Protected Health Information and any request for confidential communications to which the Covered Entity has agreed in accordance with the Privacy Rule.

2.10 Subcontractors. Business Associate will ensure that any of its agents, including any subcontractor, to whom it provides Protected Health Information received from, or created or received on behalf of, the Covered Entity, agree to all of the same restrictions and conditions contained in this Agreement. Business Associate will not assign any of its rights or obligations under this Agreement without the prior written consent of the Covered Entity. Business Associate will provide the Covered Entity, for its approval, a copy of any agreement with any agent or subcontractor to whom Business Associate provides Protected Health Information received from, or created or received on behalf of, the Covered Entity prior to its execution.

2.11 Designated Record Set.
In the event that the parties agree in writing that the Protected Health Information constitutes a Designated Record Set, the Business Associate hereby agrees to do the following:

a. At the request of, and in the time and manner designated by the Covered Entity, provide access, including an electronic copy, to the Protected Health Information to the Covered Entity or the Individual to whom such Protected Health Information relates or his or her authorized representative in order to meet a request by such Individual.

b. At the request of, and in the time and manner designated by the Covered Entity, make any amendment(s) to the Protected Health Information that the Covered Entity directs pursuant to 45 C.F.R. §164.526. Provided, however, that the Covered Entity makes the determination that the amendment(s) are necessary because the Protected Health Information that is the subject of the amendment(s) has been, or could foreseeably be, relied upon by the Business Associate or others to the detriment of the Individual who is the subject of the Protected Health Information to be amended.

c. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule. Business Associate agrees to provide to Covered Entity or an Individual (as directed by Covered Entity), in time and manner identified by Covered Entity, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule.

2.12 Audit.

2.12.1 Audit By Secretary of HHS: Business Associate will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, the Covered Entity available to the Secretary of HHS upon request for purposes of determining the Covered Entity's compliance with HIPAA, the Privacy Rule, the Electronic Transactions Rule, and the HITECH Act, as applicable.

2.12.2 Audit by Covered Entity: Business Associate will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, the Covered Entity available to the Covered Entity within fourteen (14) business days of the Covered Entity's request, for the purpose of monitoring Business Associate's compliance with this Agreement, HIPAA, the Privacy Rule, the Electronic Transactions Rule, and the HITECH Act, as applicable.

III. STANDARD ELECTRONIC TRANSACTIONS

In the event that the Business Associate will engage in standard electronic transactions pursuant to this Agreement, the following will apply:

3.1 The parties agree that Business Associate will, on behalf of the Covered Entity, transmit data for transactions that are required to be conducted in standardized form under the Electronic Transactions Rule.

3.2 Business Associate will comply with the Electronic Transactions Rule set forth at 45 C.F.R. Part 162 for all transactions conducted on behalf of the Covered Entity that are required to be in standardized format.

3.3 Business Associate will ensure that any of its subcontractors to whom it delegates any of its duties under its contract with the Covered Entity agrees to comply, and agrees to require its agents or subcontractors to comply, with the Electronic Transactions Rule for all transaction conducted on behalf of the Covered Entity that are required to be in standardized format.

3.4 Business Associate will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with standard electronic transactions as set forth in the Electronic Transactions Rule that (a) changes the definition, data condition, or use of a data element or segment in a standard electronic transaction, (b) adds any data element or segment to the maximum defined data set, (c) uses any code or data element that is marked "not used" in the standard's implementation specifications, or is not in the standard's implementation specifications, or (d) changes the meaning or intent of the standard's implementation specifications.

IV. OBLIGATIONS OF COVERED ENTITY

4.1 Notice of Privacy Practices. Covered Entity will provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

4.2 Revocation of Permission. Covered Entity will provide Business Associate with any changes in, or revocation of, permission by any individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

4.3 Notice of Restrictions. Covered Entity will notify Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR § 164.522.

4.4 Notice of Restriction and Confidential Communications. Covered Entity will notify Business Associate of any restriction on the use or disclosure of Protected Health Information and any

request for confidential communications to which the Covered Entity has agreed, in accordance with the Privacy Rule.

4.5 Permissible Requests by Covered Entity. Except as provided in Section 2.1, the Covered Entity will not request that Business Associate use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule, the Electronic Transactions Rule, or the HITECH Act, if done by the Covered Entity.

V. LIABILITY

5.1 Indemnification. Notwithstanding any other arrangement or agreement between the parties, including any limitations on or exclusions from liability, Business Associate will be solely responsible for, and shall indemnify and hold the Covered Entity harmless from, any and all claims, damages, or causes of action (including the Covered Entity's reasonable attorneys' fees) arising out of the acts or omissions of Business Associate or Business Associate's employees, agents and subcontractors, and Business Associate will also pay all losses, costs, liabilities, and expenses agreed to in settlement of, or in compromise of, or finally awarded the Covered Entity in connection with such claims or actions. The Covered Entity will promptly notify Business Associate of any action or claims threatened against or received by Covered Entity, and provide Business Associate with such cooperation, information, and assistance as Business Associate shall request in connection therewith. This Section 5.1 shall survive the termination of this Agreement for any reason.

5.2 Insurance Coverage. Business Associate agrees that it will purchase, if available and at its own expense, an insurance policy that will insure against any violations of the Privacy Rule by Business Associate or its employees, agents, subcontractors, and representatives with respect to Protected Health Information it receives from, or creates or receives on behalf of, the Covered Entity. Such insurance policy will be effective no later than the effective date of this Agreement.

VI. AMENDMENT AND TERMINATION

6.1 Termination for Violation of Agreement. If the Covered Entity determines that Business Associate has violated a material term of this Agreement with respect to Protected Health Information it receives from, or creates or receives on behalf of, the Covered Entity, this Agreement may be terminated by the Covered Entity effective upon Business Associate's receipt of written notice from the Covered Entity, provided that Business Associate will continue to comply with Section 6.3 after termination of this Agreement.

6.2 Termination of Underlying Agreement. This Agreement will terminate upon the termination of all underlying agreements between the Covered Entity and Business Associate, provided that Business Associate will continue to comply with Section 6.3 hereof following such termination. Covered Entity may terminate any and all underlying agreements if this Agreement is terminated.

6.3 Return of Protected Health Information. At termination of this Agreement Business Associate will return to the Covered Entity all Protected Health Information received from, or created or received on behalf of, the Covered Entity that Business Associate maintains in any form, and will retain no copies of such information. If such return is not feasible, Business Associate will destroy such Protected Health Information or, if destruction is not feasible, all the terms of this Agreement shall extend to such Protected Health Information retained by Business Associate until such time as the Protected Health Information is no longer in

Business Associate's possession or control. Notwithstanding the foregoing, Business Associate will not destroy any protected Health Information in less than ten (10) years from the date it is received by Business Associate.

VII. MISCELLANEOUS PROVISIONS

7.1 Third Party Beneficiary. No individual or entity is intended to be a third party beneficiary to this Agreement.

7.2 Severability. If any provision of this Agreement shall be found by a court of competent jurisdiction or administrative agency to be illegal or in conflict with any applicable law or regulation, the same shall either be conformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of the remainder of this Agreement. If any provisions of this Agreement are held invalid by a court of competent jurisdiction found to be no longer required by the Privacy Rule, the parties will exercise their best efforts to determine whether such provision will be retained, replaced, or modified.

7.3 Procedures. The parties agree to cooperate and comply with procedures mutually agreed upon by the parties to facilitate compliance with HIPAA, the Privacy Rule, the Electronic Transactions Rule, and the HITECH Act, as applicable, including procedures for employee sanctions and procedures designed to mitigate the harmful effects of any improper use or disclosure of Protected Health Information.

7.4 Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York without giving effect to its Choice of Laws provisions.

7.5 Headings. The headings of this Agreement have been inserted for convenience of reference only and will not affect the construction of the provisions of the Agreement.

7.6 Notices. All notices required under this Agreement shall be in writing, and may be either hand-delivered or sent by facsimile or certified mail, return receipt requested, to the following addresses, or to such other addresses as a party may designate by like notice:

If to Covered Entity: 75 Vanderbilt Ave., Suite 700, Staten Island, NY 10304

If to Business Associate:

Notice shall be effective, if mailed, 3 days after mailing, and if hand-delivered or sent via overnight courier, upon receipt.

IN WITNESS WHEREOF, the parties hereto, having full authority to bind their respective principals, have signed this Agreement as of the date first written above.

CENTERS PLAN FOR HEALTHY LIVING, LLC	_____
By: _____	**By:** _____
Title: _____	**Title:** _____
Print Name: _____	**Print Name:** _____
Date: _____	**Date:** _____

ATTACHMENT C

MEDICARE ADVANTAGE ADDENDUM

The provisions of this Medicare Advantage Addendum apply to the provision of the Services as specified in the Agreement. The provisions of this Addendum shall prevail over any provision in the Agreement which may conflict or appear inconsistent with any provision in this Medicare Advantage Addendum.

I. MAINTENANCE OF RECORDS/PROVISION OF RECORDS.

A. IA shall create and maintain records and information, including financial records and information ("Records"), relating to Services in accordance with all applicable state and federal laws, regulations and guidance, including, when applicable, all federal and state laws regarding the privacy, confidentiality and disclosure of protected health information, for a period of ten (10) years following the termination or expiration of the Agreement unless a longer period is specified by MCO or any state or federal regulatory or law enforcement entity.

B. The ten year period for retention and access to the Records may be extended if:

1. CMS determines that there is a special need to retain a particular record or group of records for a longer period and CMS provides notice at least thirty (30) days before the normal disposition date;

2. CMS determines that the retention period be extended to six (6) years from the date of any resulting final resolution of any dispute, fraud or alleged wrongdoing; or

3. CMS determines that there is a reasonable possibility of fraud, in which case it may perform the inspection, evaluation or audit at any time.

C. IA shall provide access to the Records, upon request, to MCO, the U.S. Department of Health and Human Services (DHHS), the U.S. Comptroller General (Comptroller General), CMS, and any other state or federal agency with authority over MCO, and/or their designees to inspect, audit, evaluate, and copy all pertinent Records that pertain to any aspect of Services performed, and determination of amounts payable under this Addendum or the Agreement or such other information as CMS, DHHS, or Comptroller General may deem necessary.

D. For the purposes of inspection, audit, evaluation and/or copying set forth in this Section I, IA and/or MCO shall make available to the DHHS, CMS or Comptroller General its premises, physical facilities and equipment, and any additional relevant information that CMS, DHHS, Comptroller General, MCO or any state or federal agency with jurisdiction may require.

E. All of the provisions set forth in this Section I shall survive the termination or expiration of this Addendum or the Agreement, regardless of the cause giving rise to such termination.

II. COMPLIANCE WITH LAWS/REGULATIONS

A. Compliance with Requirements of CMS. IA shall comply with any and all Medicare laws, regulations, CMS instructions, and MCO's obligations under its contract with CMS to the extent applicable to IA.

B. Compliance with Federal Laws/Receipt of Federal Funds. IA shall comply with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination Act of 1975, CMS and Medicare laws and regulations and all other laws applicable to recipients of federal funds and all other applicable rules, as required by applicable laws or regulations. IA acknowledges that MCO is receiving federal funds and that payment to IA, for Services hereunder are, in whole or in part, from Federal Funds.

C. Compliance/Fraud, Waste and Abuse (FWA).

1. Policies and Procedures: MCO shall make available to IA the MCO's policies and procedures relating to compliance and FWA prevention, and information on access to MCO's Compliance Officer, via the MCO's website. IA shall distribute to and provide training on MCO compliance and FWA policies and procedures to its employees, agents, independent contractors and/or downstream and related entities or, if agreed upon by MCO, IA may distribute its own comparable, CMS compliant compliance and FWA policies and procedures. IA distribution of MCO compliance and FWA policies and procedures (or, if approved by MCO, its own comparable, CMS compliant compliance and FWA policies and procedures) and training shall occur within 90 days of initial hiring or contracting and annually thereafter.

2. Training: IA acknowledges and agrees that, pursuant to CMS rules, regulations and guidance, its employees, downstream and related entities must complete the CMS compliance/FWA training(s). IA hereby warrants and represents that all of its, and all of its downstream and related entities, employees, agents, and independent contractors shall have completed the CMS compliance/ FWA training(s) within 90 days of initial hiring or contracting and annually thereafter. Upon MCO request, IA will provide MCO training certificates of completion for all required employees, agents, independent contractors and/or downstream and related entities.

3. Reporting: Notwithstanding other compliance and FWA policies and procedures, IA will report compliance concerns and suspected or actual violations related to the MCO and its Medicare Plans to the MCO, and will cooperate with and provide any information or documentation requested by MCO and/or CMS, or their agents, in inquires and corrective action activities conducted by the MCO related to suspected or actual noncompliance.

D. Compliance with MCO's Policies and Procedures. IA shall participate in and comply with all MCO policies and procedures that relate to the IA and its provision of Services. MCO shall provide IA with copies of all applicable policies and procedures upon request.

E. Offshore Contracting. IA acknowledges and agrees that IA and its agents, independent contractors and/or downstream and related entities shall not perform work at an offshore (non-United States) location without the prior written consent of MCO, in its sole discretion. In no event may any PHI or other member data be stored at an offshore location for any purpose. In the event MCO approves provision of work at an offshore location, (1) IA shall be responsible for compliance by IA and its agents, independent contractors and/or downstream and related entities with all CMS requirements for work at an offshore location, and (2) MCO has the right to terminate immediately without cause performance of work at an offshore location. Upon request of MCO or CMS, IA agrees (a) to provide information regarding each location where its employees, agents, independent contractors and/or downstream and related entities provide services and support, and/or (b) to complete and provide an Offshore Subcontracting Attestation complying with all guidance and requirements of CMS signed by IA.

III. TERM/TERMINATION

A. Term. The term of this Addendum shall commence as of the effective date of the Agreement and shall run concurrently with the term as stated in the Agreement including any renewal provisions set forth therein unless IA is suspended or terminated in accordance with the provisions set forth below.

B. Notice of Immediate Termination. Notwithstanding anything contained in this Addendum or the Agreement to the contrary, the Agreement and this Addendum may be terminated immediately if IA is sanctioned by or excluded from participation in any governmental services or health care programs.

C. IA Termination/Suspension.

1. If IA is the subject of a notice of suspension, limitation or restriction on their authority to operate in any jurisdiction or is sanctioned or excluded from participation in any government services or health care program (including Medicare and Medicaid), IA shall notify MCO immediately and cease to perform the Services during such period of suspension, exclusion or non-participation in the Medicare program or violate the terms of such suspension, limitation, restriction or exclusion.

2. IA acknowledges and agrees that it is prohibited from employing or contracting with an individual or with an entity that employs or contracts with such an individual who is excluded from participation in a government services or health care program (including Medicare and Medicaid) for the provision of Services pursuant to this Agreement.

3. IA hereby warrants, represents and certifies that: (i) it performs, prior to hiring or contracting and monthly thereafter, an OIG/GSA/OMIG exclusions/sanction check of all its officers, directors, employees, agents, independent contractors and/or downstream entities; (ii) that it has not submitted any claim and/or invoice to MCO for payment for services rendered by an excluded or sanctioned individual; and (iii) it has not made any payments for Services rendered pursuant to this Agreement to an individual who has been excluded from and/or sanctioned by any government services or health care program.

4. IA acknowledges and agrees that MCO will not make payment for any services provided by IA or IA's downstream and related entities, employees, agents, and independent contractors) during any period in which IA, IA's downstream and related entities, employees, agents, and independent contractors were under sanction or exclusion.

5. During the term of the Agreement and any renewal term thereof, IA agrees to notify MCO immediately, if it or its officer(s), director(s), employee(s), agent(s), independent contractor(s) or downstream entity is sanctioned or excluded from participation in any government services or health care program (including Medicare and Medicaid),

D. Applicability to Employees and Subcontractors. IA represents and warrants that it has the unqualified authority to bind all of its employees to the terms of this Addendum. If IA has subcontracts or downstream agreements for performance of the Services, IA shall ensure that all such agreements are in writing, contain the provisions set forth herein, and are duly

executed. IA further agrees to promptly amend all such agreements in the manner requested by MCO, to meet any additional CMS requirements. Refusal of any subcontractor or downstream entity to agree to the terms in this Addendum and any subsequent amendments shall be grounds for the termination of such subcontractor or downstream entity from providing any of the Services.

F. Regulatory Amendment. MCO may amend the Agreement or this Addendum to comply with the requirements of state and federal regulatory authorities and shall provide IA with a copy of any such amendment and its effective date. Unless such regulatory authorities direct otherwise, the signature of IA will not be required.

ATTACHMENT D
IA PERFORMANCE STANDARDS

1- Application Turnaround Time Maximum:
   a. Required turnaround time for all applications is forty-eight (48) hours.

2- Voluntary Rapid Disenrollment Rate:
   a. IA shall maintain a "Rapid Disenrollment" rate of no more than ten percent (10%) for each calendar year throughout the term of this Agreement. For purposes of this provision, "Rapid Disenrollment" means the voluntary disenrollment of an Enrollee from an MA Plan on or before ninety (90) days after the Enrollee's initial enrollment effective date. Disenrollments for all CPHL MA Plans marketed and promoted by IA are reported to CPHL by CMS on the "Monthly Membership Reconciliation" (MMR) file. If the Rapid Disenrollment rate exceeds ten percent (10%) for any calendar year, CPHL will review your agreement for potential termination.