

EMPOWER BROKERAGE, INC.
WELLCARE REPRESENTATIVE AGREEMENT

This Wellcare Representative Agreement is made this _____ day of _____, 2007, by and between Empower Brokerage, Inc., (hereinafter referred to as "Empower"), and _____, (hereinafter referred to as "Representative"). Pursuant to the terms and conditions contained herein, the parties hereto (collectively the "Parties") hereby agree as follows:

ARTICLE 1

DUTIES, RESPONSIBILITIES, AND
TERM OF AGREEMENT

Contract Period

1.01. Empower and Representative agree that the term under this Agreement is for a period of one (1) year from the effective date hereof. This Agreement shall automatically renew for successive one year terms unless terminated in accordance with the provisions of Article Three.

Duties and Responsibilities of Representative

1.02 Representative is an independent contractor. As such, Representative has the following duties to Empower:

- a. Maintain all appropriate licenses necessary to promote and market Medicare Plans under the laws of the state(s) where Representative actively markets the Medicare Plans, and promptly notify Empower of any disciplinary proceedings against it or against any of its principals, partners, shareholders, directors, officers, or employees relating to any license issued to any such person by a regulatory authority. Representative shall notify Empower immediately of any expiration, termination, suspension, or other action affecting any such licenses;
- b. Solicit and procure, and cause to be solicited and procured applications from interested and eligible Medicare beneficiaries pursuant to applicable WellCare forms and agreements;
- c. Maintain proper records of business covered by this Agreement, in such manner and form as may be required by Empower, which records shall be the property of Empower, whether or not paid for by Empower; make such records and accounts available to Empower or its representatives during normal business hours upon seven (7) business days prior notice; and turn such records over to Empower immediately upon termination of this Agreement, provided that Representative may retain copies of such records for its files;
- d. Render services to prospective Members as required by Empower; generally endeavor to promote the interests of Empower as contemplated by this Agreement; and

conduct itself so as not to affect adversely the business or reputation of itself or Empower;

e. Where applicable, inform all prospective Members how premium payments for the Medicare Plans are to be made, as prescribed by Empower, further provided, where applicable, that Representative shall immediately remit to Empower, for credit only against the proper account, any and all monies received by it on behalf of Empower as full or partial payment of initial premiums, bills, accounts, charges and other items of any nature whatsoever, and until such monies are remitted, hold them in trust for the benefit of Empower, in separate accounts, not co-mingled with Representative's other funds; it being specifically acknowledged and agreed by Representative that Representative is not authorized to negotiate any check made payable to WellCare or Empower;

f. Submit to an audit to ensure; (i) Medicare beneficiaries receive complete, truthful, and accurate information, and (ii) that Representative complies with all policies including but not limited to Marketing Guidelines and all applicable federal health care laws. The audit shall include at a minimum, review of aberrant Member disenrollments by Representative to ensure that Representative is not engaged in "churning" Medicare beneficiaries between plans.

g. Comply with the Violent Crime Control and Law Enforcement Act of 1994, codified as 18 U.S.C. §1033 et seq., which provides that it is a criminal offense for a person who has been convicted of a state or federal felony crime involving dishonesty or a breach of trust to engage in the business of insurance unless the person first obtains the written consent of an appropriate insurance regulatory official. Representative hereby represents and warrants that it has not been convicted of felony crimes involving dishonesty or a breach of trust (e.g. any element of fraud, deceit, untruthfulness, or falsification) or that it has obtained the consent of the appropriate insurance commissioner(s) to engage in the business of insurance. Representative further agrees that this agreement will terminate if they are convicted of such crimes during the term of this Agreement. At its own expense, Representative will cooperate with Empower by obtaining authorizations, consents, self disclosures, or other documents for Empower's benefit and use should Empower elect to conduct a background check on Representative.

h. Timely pay to Empower all monies which may be or become due to it by reason of advances or loans or overpayments to Representative or otherwise;

i. Maintain and make available for inspection complete books and records of all transactions pertaining to this Agreement which may be required pursuant to the Medicare Modernization Act ("MMA"), the CMS rules and regulations implementing the MMA (the "CMS Rules"), applicable state insurance laws and regulations, or by any governmental entity or regulatory agency for the later of ten (10) years from the later of (i) the termination of this Agreement, or (ii) the completion of any pending audit by the U.S. Department of Health and Human Services, the Comptroller General, or their designee, and cause Representatives to do the same;

j. Follow and be governed by the terms and conditions of this Agreement and by the reasonable rules and regulations for the conduct of Empower business that Empower

has or shall put forth;

k. Use best efforts to keep Members enrolled in Medicare Plans by providing prompt service to Members;

l. Promptly report to Empower any complaints or inquiries of which it becomes aware (and the facts relevant thereto) to/from or regarding any Medicare beneficiary, Member, or governmental authority;

Limitations on Authority.

1.03 Notwithstanding any other provision in this Agreement, Representative has no authority to, nor shall it represent itself as having such authority to, nor shall it do, any of the following:

a. Hold itself out as an employee, partner, joint venture or associate of WellCare or Empower;

b. Hold itself out as an agent of WellCare or Empower in any manner, or for any purpose, except as specified in this Agreement;

c. Alter, modify, waive or change any of the terms, rates or conditions of any advertisements or other promotional literature, receipts, policies or contracts of WellCare or Empower in any respect, nor otherwise use any materials not expressly approved by CMS and authorized by WellCare for marketing the Medicare Plans;

d. Insert any advertising in respect to WellCare or Medicare Plans in any publication whatsoever, distribute any promotional literature or other information in any media, or use the logo/service marks of WellCare or Empower without prior written consent of WellCare or Empower, nor otherwise use any method of marketing not expressly approved by CMS and authorized by WellCare for marketing the Medicare Plans

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

f. Purport to bind WellCare on any application for the Medicare Plans, it being expressly understood that all applications must be accepted and approved by CMS and WellCare;

g. Incur any indebtedness or liability, make, alter, or discharge contracts, waive or forfeit any of WellCare's or Empower's rights, requirements or conditions under the Medicare Plans, extend the time of payment of any premium, or waive payment on behalf of WellCare or Empower;

h. Transfer or sell the business or records of Representative created by this Agreement without Empower's prior written consent, it being acknowledged and

agreed by Representative that such business and records belong exclusively to Empower;

- i. Deduct any payments due Representative from premiums or payments collected on behalf of WellCare or Empower;
- j. Engage in underwriting activities on behalf of WellCare;
- k. Settle or attempt to settle any Member claims;
- l. Bind reinsurance or retrocessions on behalf of WellCare, or collect any payment from a reinsurer; and
- m. Offset balances due to WellCare or Empower under any contract against any amounts due from WellCare Empower under any other contract.

Promoting Medicare Plans in Compliance with Marketing Guidelines.

1.04 Representative agrees, on behalf of itself and its employees and agents, to; (i) use only CMS approved marketing materials, (ii) comply with all federal regulations and CMS instructions related to marketing of the Medicare Plans including but not limited to the Medicare Marketing Guidelines published by CMS, and (iii) comply with any WellCare policy and procedure relating to promoting Medicare Plans to eligible Medicare beneficiaries. Representative will read the applicable Medicare Plan Training Manual and comply with all applicable policies therein. Prior to marketing any Medicare Plan and at least annually thereafter, Representative shall attend training sessions required and/or conducted by WellCare relating to marketing Medicare Plans. Representative agrees not to make representations with respect to the nature or scope of the benefits of enrollment in the Medicare Plans except in conformity with the Medicare Marketing Guidelines and other written guidelines and marketing materials published by CMS or furnished by WellCare or Empower to Representative for that purpose. These marketing guidelines specifically include, but are not limited to, the following as applicable (i) the relevant portions of CMS Rules on marketing of a Medicare Advantage Plan set forth at 42 CFR 422.80, (ii) the CMS Rules on marketing of a Medicare Part D Plan set forth at 42 CFR 423.50, (iii) the relevant portions of the Medicare Managed Care Manual (Chapter 3 — Marketing) which incorporates the "Must Use/Can't Use/Can Use" guidelines, and (iv) such other written guidelines and marketing materials that may be issued by CMS and/or established by WellCare and furnished to Representative (collectively, the "Marketing Guidelines"). By entering into this Agreement, Representative is acknowledging that it has obtained, read, and understands the most recent applicable versions of the Marketing Guidelines. Representative shall have no authority to,

and will not purport to, make any oral or written alteration, modification, or waiver of any of the terms or conditions applicable to enrollment in the Medicare Plans. In furtherance of the foregoing, Representative shall be subject to, and cooperate with any investigation or corrective action required by WellCare, CMS or any other governmental agency with jurisdiction related to Representatives' marketing practices.

Compliance with HIPAA Business Associate Requirements

1.05 Representative agrees to comply with the HIPAA Business Associate Addendum requirements attached hereto and incorporated herein.

Duties of Empower

1.06 Empower shall:

- a. Provide to Representative the information necessary to prepare proposals for the Medicare Plans, including rate and benefit schedules and WellCare forms and agreements.
- b. Furnish to Representative for distribution to eligible Medicare beneficiaries CMS approved marketing materials and promotional materials, advertisements, circulars, brochures or similar material concerning the Medicare Plans.
- c. As applicable, provide, training materials and programs to be utilized by Empower to train Representative.

ARTICLE II

COMPENSATION

Compensation to Representative

2.01 Representative shall be entitled to the compensation specified on the Compensation Schedule(s) for all activities conducted by Representative in connection with the marketing and promotion of the Medicare Plans.

2.02 Representative shall be entitled to the compensation specified on the Compensation Schedule(s) for all activities conducted by Representative in connection with the marketing and promotion of the Medicare Plans.

2.03 Empower Brokerage shall compensate Representative for the marketing and promotion Medicare Plans, as specified in the Compensation Schedule(s). Representative

agrees that the following terms and conditions shall apply.

a. Representative shall receive compensation only on applications submitted to Empower Brokerage directly by Representative. Representative shall accept the compensation as set forth on the Compensation Schedule(s) as compensation in full for all services performed and for all expenses incurred by Representative for the promotion and sale of the Medicare Plans. In the event that Wellcare compensates the Representative directly for the Medicare Plan sale then Empower Brokerage shall not be obligated to pay the Representative for a sale. If more than one Representative claims entitlement to receive compensation on a sale, Wellcare shall have the right, in its sole and absolute discretion, to decide and settle the dispute. The decision of Wellcare shall be final, binding, conclusive and non-appealable.

b. Wellcare shall have no duty to pay compensation directly to Representative for a sale by Representative.

c. Wellcare may, at any time, increase or decrease the compensation payable as specified in the Representative Compensation Schedule attached hereto, and add additional products or Affiliates and fix the compensation payable for such additional products by furnishing to General Agency written notice. Notwithstanding the foregoing, any such change shall not be retroactive, and shall apply only to Medicare Plans solicited or arranged by Representative on or after the effective date specified in the written notice, which effective date shall be at least forty-five (45) days after the date on which such written notice is furnished to Representative.

d. All compensation due to Representative under this Agreement shall be based on the enrollment of Members, as determined by CMS and Wellcare.

e. Deductions for Non-Enrollment. If Wellcare, in its sole and absolute discretion, elects to pay any compensation to Representative prior to receiving CMS confirmation of the enrollment of a Member and CMS does not, in fact, enroll the individual, Representative shall promptly refund such compensation paid to Representative and attributable to such individual. Empower Brokerage or the Affiliate that has paid such compensation may deduct such compensation from amounts otherwise owed by Empower Brokerage to the Representative.

f. Deductions for Dis-Enrollment. Representative acknowledges and agrees that one-time payments to it upon enrollment of Members into Medicare Plans and all annual renewal payments to Representative for members that remain enrolled in the Medicare Plans from one CMS Contract year to the next CMS Contract year shall be deemed an advance of compensation to Representative from the Member's initial enrollment or renewal in the Medicare Plans. If a Member disenrolls or is disenrolled within three (3) months of enrollment or renewal in the Medicare Plans, Representative will refund all compensation paid to it by Empower Brokerage or Wellcare for such Members. Empower Brokerage or Wellcare that has paid the Representative for such Members may deduct from any amounts otherwise owed to Representative by Empower Brokerage or Wellcare any refunds owed pursuant to this provision and shall provide Representative with information supporting the amount of any such deduction taken.

i. In the event this Agreement is automatically terminated under Section 3.02 or is terminated with cause by Empower under Section 3.03, Empower shall cease paying compensation to Representative and no further payment shall be due. This termination of payment shall be independent of any other rights that Empower may have as a result of the breach of this Agreement.

j. The obligation of Empower to pay compensation shall cease in the event that (i) Representative, at any time while payments continue, initiates, directly or indirectly, any communications with any Members for the purpose of replacing a product offered

by Wellcare with a product offered by another company, (ii) Representative, at any time while payments continue, engages in any of the conduct set forth in Section 3.03 which would have given rise to a termination for breach, (iii) Wellcare reasonably determines that Representatives renewal attrition rate is materially higher than that of Wellcare's network of producers contracted to market the Medicare Plans, or (iv) Empower's payment to Representative as required by this Agreement are less than Six Hundred Dollars (\$600.00) in any year.

k. All compensation due Representative shall be subject to the continued payments for compensation being received by Empower from Wellcare.

l. Section 2.03 shall survive termination of this agreement.

ARTICLE III

TERMINATION

Termination Without Cause

3.01 This Agreement may be terminated without cause by either Empower or Representative upon thirty (30) days prior written notice, provided in accordance with the notice procedures set forth in this Agreement.

Automatic Termination

3.02 This Agreement automatically will terminate upon the occurrence of any of the following events:

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

- b. If the Representative is a partnership, upon the death of any partner or any change in the partners composing the partnership, or dissolution of the partnership for any reason;
- c. If the Representative is a corporation, upon the dissolution of the corporation or disqualification of the corporation to do business under applicable state laws;
- d. The loss, restriction, revocation or suspension of Representative's insurance license or registration by any federal or state regulatory authority having jurisdiction over the parties;
- e. The Representative's business is sold, transferred or merged and Empower has not consented to such sale, transfer or merger or has not approved the successor in writing; or
- f. The Representative becoming unable to pay debts as they mature, making an assignment for the benefit of creditors, or becoming the subject of a bankruptcy, insolvency, or similar proceedings.

Termination For Cause

3.03 Empower may immediately terminate this Agreement for cause upon written notice to Representative upon the occurrence of any of the following events:

- a. The failure of Representative to comply with the CMS Rules (including but not limited to the Marketing Guidelines) or the laws or regulations of the states in which the Representative is licensed to conduct business or any federal or state regulatory authority having jurisdiction over the parties, or the policies and procedures of WellCare or Empower.
- b. The failure of Representative to otherwise conform to the terms and conditions of this Agreement.
- c. The conviction of Representative or any of its principals, shareholders, directors or officers of a felony crime or any other crime involving moral turpitude.

- d. If Representative or any principal, partner, shareholder, director or officer of Representative, directly or indirectly, contacts communicates or meets with any Member for the purpose of replacing any Medicare Part C Plan, Medicare Part D Prescription Drug Plan, Regional Preferred Provider Plan, or Private Fee For Service Plan operated or offered by WellCare or any of its Affiliates with a Medicare Plan Part C, Medicare Part D Prescription Drug Plan, Regional Preferred Provider Plan, or Private Fee For Service Plan operated or offered by an entity that is not affiliated with WellCare. For the avoidance of doubt, this provision shall not apply where any Member initiates the contact, communication, or meeting with Representative for the purpose of seeking replacement coverage for a Medicare Plan from an entity that is not affiliated with WellCare.

General Agency Obligations Following Termination of Agreement

- 3.04 Following termination of this Agreement, Representative shall direct inquiries regarding the Medicare Plans to WellCare or Empower. At the request of Empower, Representative shall copy all requested records in its possession relating to Medicare Plan applicants and Members, and shall forward such copies to Empower.
- 3.05 Following termination, Representative shall not be allowed to contract directly or indirectly with Wellcare or its Affiliates for a period of one year without written approval of such contract by Empower Brokerage.

ARTICLE IV

GENERAL PROVISIONS

Good Character

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

or reinsurance.

Proprietary and Confidential Information

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

Assignment

4.03 Neither this Agreement nor any of the duties or benefits of this Agreement shall be assigned or transferred, either in whole or in part, by Representative.

Entire Agreement: Modifications

4.04 This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modification to the terms and conditions hereof must be made in writing and signed by the parties. Notwithstanding the foregoing, (i) this Agreement shall be automatically amended to comply with changes in applicable laws or regulations as of their effective dates, and (ii) Empower specifically reserves the right to modify compensation as provided in Article Two of this Agreement and to include additional products or Affiliates under this Agreement through changes to the Representative Compensation Schedules.

Waiver

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

Notice

4.06 Any and all notices required or permitted to be given hereunder shall be in writing and shall be sent by personal delivery, including (i) commercial messenger service overnight delivery, (ii) United States Postal Service certified or registered mail, return receipt requested, or (iii) facsimile transmission with electronic confirmation of successful transmission. Irrespective of the manner of delivery or transmission used, all such notices shall be properly addressed and directed with postage or delivery charges prepaid (if any), to the party at its respective address or facsimile number set forth below or to such other address which any party may designate in writing in accordance with the provisions of this Section 4.06

If to Empower:

Empower Brokerage
Attn: Rodney Culp
6030 Lake Worth Blvd.
Fort Worth, Texas 76135

If to Representative:

Notices sent by either personal delivery or facsimile transmission shall be deemed given upon independent written verification of receipt. Notices sent via overnight delivery shall be deemed

given on the next business day. All other notices sent by either registered or certified mail shall be deemed given three (3) business days from mailing.

Compliance with Applicable Law: Severability

4.07 In the event any provision of this Agreement conflicts with laws applicable hereto or under which this Agreement is construed, or if any provision of this Agreement shall be held illegal or unenforceable or partially illegal or unenforceable by a court or governmental authority with jurisdiction over the parties to this Agreement, then this Agreement shall be modified to conform with said laws or judicial determination and such provision shall be construed and enforced only to such extent as it may be a legal and enforceable provision and all other provisions of this Agreement shall be given full effect separately therefrom and shall not be affected thereby.

Specific Regulatory Obligations of Medicare Participation

4.08 Without limiting any other provision contained in this Agreement, Representative agrees to abide by and comply with the obligations imposed on it in this Section. As used in this Agreement, the term "Medicare Laws and Regulations" shall mean and include: (i) the MMA; (ii) the Social Security Act, as amended; (iii) Part C of Title XVIII of the Social Security Act and all rules and regulations related to Part C that are from time to time adopted by CMS; (iv) Part D of Title XVIII of the Social Security Act and all rules and regulations related to Part D that are from time to time adopted by CMS; (v) the CMS Internet Security Policy; (vi) the federal anti-kickback statute codified at 42 U.S.C. § 1320a-7b(b); (vii) any laws and regulations enacted, adopted, promulgated, applied, followed or imposed by any governmental authority or court in respect of Medicare or any successor federal governmental program; and (viii) any and all administrative guidelines (including the Marketing Guidelines), bulletins, manuals, instructions, requirements, policies, standards, or directives from time to time adopted or issued by CMS or HITS relating to any of the foregoing, as any of the preceding Medicare Laws and Regulations' from time to time may be amended, modified, revised or replaced, or interpreted by any governmental authority or court.

The next page is the execution page

In witness whereof, the parties have caused their respective authorized agents to execute this agreement as of the dates indicated below.

Executed by Representative this _____ day of _____ 2007.

_____ Representative Name

X _____ Representative

General Agent Name (If Applicable) _____

X _____ Empower Brokerage

Rodney Culp - CEO

HIPAA BUSINESS ASSOCIATE ADDENDUM TO REPRESENTATIVE AGREEMENT

This Business Associate Addendum ("Addendum") is incorporated into the attached Representative Agreement (the "Agreement") entered into between Empower Brokerage, Inc., and Representative. Terms not otherwise defined herein are given the meaning provided in the Agreement. Empower and Representative hereby agree as follows.

- A. Representative provides certain services to Empower, and, in connection with those services, Empower discloses to Representative certain protected health information as defined at 45 CFR § 160.103 (the "Protected Health Information") that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA," found at Public Law 94-191), and certain regulations promulgated by the U.S. Department of Health and Human Services to implement certain provisions of HIPAA (the "HIPAA Privacy Rule," 45 CFR Part 160 and 45 CFR Part 164, subparts "A" and "E,1).
- B. Empower is a "covered entity," as that term is defined in the HIPAA Privacy Rule. Representative, as recipient of Protected Health Information from Empower under the Agreement, is a "business associate" of Empower, as that term is defined in the HIPAA Privacy Rule.
- C. Pursuant to the HIPAA Privacy Rule, all business associates of Empower, as a condition of doing business with Empower, must agree in writing to certain mandatory provisions regarding, among other things, the use and disclosure of Protected Health Information. The Parties agree that the obligations specified herein shall commence upon the Effective Date.
- D. The purpose of this Addendum is to satisfy the requirements of the HIPAA Privacy Rule and the HIPAA Security Rule (defined in Section 14), as well as other confidentiality and data security concerns of Empower and WellCare.

1. **Definitions.** Unless otherwise defined in this Addendum, capitalized terms have the same meaning as set forth in the HIPAA Privacy Rule, the HIPAA Security Rule, or the Agreement.
2. **Applicability.** This Addendum shall be applicable to Protected Health Information (i) received by Representative from Empower pursuant to the Agreement or (ii) created or received by Representative on behalf of Empower pursuant to the HIPAA Related Agreements.
3. **Scope of Use of Protected Health Information.** Representative shall not use or disclose Protected Health Information for any purpose other than:
 - (i) As permitted or required by the Agreement (including this Addendum); and
 - (ii) As otherwise required by law.
4. **Safeguards for the Protection of Protected Health Information.** Representative shall implement and use appropriate safeguards, including but not limited to appropriate administrative, technical, and physical safeguards and including but not limited to any and all such safeguards directed by WellCare or Empower, to ensure that Protected Health Information is not used or disclosed by Representative, or by any subcontractors, affiliates, or business associates of Representative, except as provided in the Agreement (including this Addendum).
5. **Reporting of Unauthorized Uses or Disclosures.** Representative shall promptly report to WellCare or Empower any use or disclosure of Protected Health Information by Representative or its subcontractors of which Representative becomes aware that is not provided for or permitted in the Agreement (including this Addendum). Representative shall permit WellCare or Empower reasonable access to Representative's employees and records (including electronic records) as reasonably necessary to investigate any such report.
6. **Use of Subcontractors.** To the extent that any HIPAA Related Agreement expressly permits Representative to use subcontractors and/or agents to perform its obligations under such HIPAA Related Agreement or to otherwise delegate performance of its obligations (if

at all), Representative shall cause each such subcontractor, agent or delegate to sign an agreement with Representative containing substantially the same provisions and conditions related to the protection and confidentiality of Protected Health Information as those that apply to Representative under the applicable Agreement (including this Addendum).

7. **Authorized Access to Protected Health Information.** To the extent that Representative maintains Protected Health Information in a Designated Record Set, at the request of WellCare or Empower, Representative shall provide WellCare or Empower (or an Individual as directed by WellCare or Empower) access to such Protected Health Information in a Designated Record Set in the time and manner reasonably designated by WellCare or Empower in order for WellCare or Empower to meet the requirements imposed on WellCare or Empower by 45 CFR § 164.524.
8. **Amendment of Protected Health Information.** To the extent that Representative maintains Protected Health Information in a Designated Record Set, Representative shall make any amendment(s) to Protected Health Information in a Designated Record Set that WellCare or Empower directs or agrees to pursuant to 45 CFR § 164.526, and in the time and manner reasonably designated by WellCare or Empower.
9. **Accounting of Disclosures of Protected Health Information.** Representative shall keep records of all disclosures of Protected Health Information made by Representative (the "Disclosure Accounting") on an ongoing basis for a period of at least six (6) years (or such longer period as may be required by the Agreement or by applicable law), except for disclosures:
 - (i) To carry out Treatment, Payment, or Health Care Operations, as provided in 45 CFR § 164.502;
 - (ii) To individuals of Protected Health Information about them as provided in 45 CFR § 164.502; or
 - (iii) That occurred prior to April 14, 2003. At a minimum, the Disclosure Accounting shall contain:
 - (a) The date of the disclosure and the name of the entity or person

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

- (b) A brief description of the Protected Health Information disclosed; and
- (c) A brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure or, in lieu of such statement, a copy of the Individual's written authorization or request for disclosure pursuant to the HIPAA Privacy Rule.

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

10. **Right to Audit.** Upon the request of WellCare and/or the Secretary of the Department of Health and Human Services, Business Associate shall make its practices, books and records related to Protected Health Information available to the Secretary of the Department of Health and Human Services for the purpose of determining WellCare's compliance with the HIPAA Privacy Rule.
11. **Future Confidentiality of Protected Health Information.** Upon the expiration or earlier termination of any HIPAA Related Agreement for any reason, Representative shall return to WellCare or Empower, or, at WellCare's or Empower's direction, delete, purge and destroy, all Protected Health Information (in any form, recorded on any medium, or stored in any storage system) that was created or obtained pursuant to that terminated HIPAA Related Agreement (and that Representative does not need to maintain to perform its obligations under any then-existing HIPAA Related Agreement) and shall retain no copies of such information. If Representative destroys Protected Health Information, an officer of Representative shall certify such destruction to WellCare in writing. If such return or destruction is not feasible, Representative shall extend the protections of this Addendum to the information and shall limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
12. **Termination in Event of Breach.** In the event that Representative violates any material

term of any HIPAA Related Agreement (including this Addendum), Empower may terminate the HIPAA Related Agreement immediately by providing written notice of such termination to Representative.

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

14. **Data Security.** Representative agrees that it shall:
 - 14.1 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health information that it creates, receives, maintains, or transmits on behalf of WellCare or Empower as required by 45 CFR, Part 164, Subpart "C."

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

 - 14.3 Report to WellCare or Empower any Security Incident of which Representative becomes aware.

15. **Construction/Amendment.** Any ambiguity herein shall be resolved in favor of a meaning

that complies with HIPAA, the HIPAA Privacy Rule, and the HIPAA Security Rule. Empower may amend or replace this Addendum to the extent necessary in order to maintain compliance with applicable laws and regulations.

Exhibit A

COMPENSATION SCHEDULE FOR MEDICARE ADVANTAGE COORDINATED CARE PLANS

Effective November 15, 2007

Wellcare Affiliates Offering the Medicare Plans: Wellcare of Texas, Inc.

The fee for each new Member ("Enrollment Fee") enrolled by Representative in the Medicare Plans is \$400. The Enrollment Fee will be paid only once per Member lifetime.

Empower Brokerage shall pay the Enrollment Fee on or before the 30th day (or if such a day is not a Business Day, on the first Business Day thereafter) of the month following the applicable Member's enrollment in the Medicare Plans.

To ensure that fees paid for Members who disenroll with 93 days of enrollment are capable of being recouped from Representative Empower Brokerage will withhold 20% of Enrollment Fee ("Hold Back"). Empower Brokerage will pay the Hold Back to the Representative after the 93rd consecutive day of a Member's enrollment in the Medicare Plans. This ("Hold Back") policy is a policy of Wellcare and being passed on to the Representative by Empower Brokerage.

AEP and OEP periods shall be defined by CMS. As of the Effective Date of this Compensation Schedule, the AEP is November 15th through December 31st of every year. OEP is January 1st through March 31st of each year.

If at any time during the Term of this Agreement Wellcare elects to discontinue marketing of any of the Plan(s), Empower will be relieved of any obligation hereunder to continue to pay the Renewal Payment for Representative Enrolled Members in such Plan or Plans from the date it discontinues marketing the Plan(s).

If at any time during the Term of this Agreement Wellcare discontinues payments of compensation to Empower Brokerage then Empower will be relieved of any obligation hereunder to continue to pay the Enrollment or Renewal Payment for Representative Enrolled Members in such Plan(s).

Representative X _____

General Agent Name (If Applicable) _____