

**AGENT AGREEMENT
(Sole Proprietor)**

This Agreement is between Blue Cross and Blue Shield of Florida, Inc., on behalf of itself and its subsidiaries, Health Options, Inc. and Florida Combined Life (collectively "Company"), and _____ ("Agent") a sole proprietor having its principal place of business at _____.

Agent has read and fully understands the terms and conditions of this Agreement (the "Agreement"), and its attachments. In signing this Agreement, Agent certifies that Agent has not been convicted of any criminal felony involving dishonesty or breach of trust or been convicted of an offense under Section 1033 of the Violent Crime Control and Law Enforcement Act of 1994. Agent further agrees to immediately inform the Company of any conviction of the types described in the preceding sentence.

To signify their agreement to the provisions of this Agreement, Company and Agent have made and entered into this Agreement as of January 1, 2009 ("Effective Date").

Internal Use Only: Blue Cross and Blue Shield of Florida, Inc.
Signature: _____
Print Name: _____
Title: _____
Date: _____
Internal Use Only: Florida Combined Life, Inc.
Signature: _____
Print Name: _____
Title: _____
Date: _____
Internal Use Only: Health Options, Inc.
Signature: _____
Print Name: _____
Title: _____
Date: _____

Agency (Sole Proprietor):

Signature: _____

Print Name: _____

TIN or SSN: _____

Title: _____

Date: _____

Please complete and return this page to Blue Cross and Blue Shield of Florida, along with the other required forms and applications.

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(Sole Proprietor)**

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Signature: _____
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Signature: _____
Print Name: _____
Title: _____
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Signature: _____
Print Name: _____
Title: _____
Date: _____

Agency (Sole Proprietor):

Signature: _____

Print Name: _____

TIN or SSN: _____

Title: _____

Date: _____

Please complete and retain this copy for your files.

AGENT AGREEMENT

(Sole Proprietor)

A. Duties and Authority of Agent

- 1) a) Agent shall solicit from groups and members of the general public, applications for the products included in Addendum "A" ("Company Products"), which is hereby made a part of this Agreement. Agent is only authorized to solicit business for, and this Agreement only applies to, the products included in Addendum "A".
 - b) Agent's authority under this Agreement is non-exclusive.
 - c) The Company hereby appoints Agent to represent Company to perform the obligations described in this Agreement relative to the products identified in Addendum "A." During their Appointment, Agent shall carry out said obligations in the manner described in this Agreement and as otherwise communicated to Agent by Company. In order to maintain their Appointment, Agent shall abide by the requirements of Addendum "B," which is hereby made a part of this Agreement.
 - 2) Agent will service Company group accounts and insureds issued Company Products as a result of applications submitted by Agent (hereinafter, referred to as "Insured" or "Insureds"). Such service will include, but not be limited to, the following:
 - a) Soliciting applications and related documents required by Company for Company Products prior to effectuating insurance coverage and forwarding those documents promptly to the Company for its consideration;
 - b) Receiving the initial premiums for Blue Cross and Blue Shield of Florida, Inc.
- Company Products, Agent shall submit the full amount received promptly to the Company;
- c) Assisting a family member/dependent to obtain other appropriate coverage when he or she is no longer entitled to coverage by a Company Product as a family member, e.g., when a dependent child reaches the limiting age, or upon a divorce or a dissolution of marriage; and
 - d) Maintaining a working and current knowledge of Company Products and the ability to explain the terms of coverage.
- 3) Agent agrees to secure and maintain such licenses and appointments by Company as is necessary to transact business on behalf of Company and as required by Florida law. Agent shall provide Company copies of all required licenses. Agent further agrees to notify Company immediately of any expiration, termination, suspension or other action by the Office of Insurance Regulation or any other governmental agency affecting said license or appointment. Agent further agrees to notify Company in writing immediately upon receiving notice of any misdemeanor or felony charges or any actions including, but not limited to, convictions by any governmental authority for commission of any act involving fraud, dishonesty, breach of trust, theft, misappropriation of money or breach of any fiduciary duty.
 - 4) a) Agent agrees to comply with the rules of Company relating to the completion and submission of applications, actively participate in and facilitate enrollment meetings for Company Products, and to make no representation with respect to the

terms of coverage of any Company Product not in conformity with the material prepared and furnished to Agent for that purpose by Company.

- b) Agent shall use best efforts to ensure that each application for a Company Product is fully and truthfully completed by the applicant and the completed application fully and accurately reflects and discloses the circumstances, including the health condition, of persons for whom a Company Product is sought in the application, as applicable. Agent further agrees to inform every applicant that Company will rely upon said representations in the underwriting process, and that the subsequent discovery of material facts known to applicant and either not disclosed or misrepresented may result in the rescission of any Company Product. Agent will also inform the applicant that in no event will the applicant have any coverage unless and until the application is reviewed and approved by the Company and a policy is issued.
- 5) Agent is not authorized to, and agrees not to, enter into, alter, deliver or terminate any policy on behalf of Company, extend the time of payment of any charges or premiums, or bind Company in any way without the prior written permission of Company. Agent acknowledges and agrees that Company reserves the right, in accordance with applicable law, to reject any and all applications submitted by Agent.
- 6) Agent is not authorized to receive any Company funds except the initial premiums for Company Products, and Agent is not authorized to deduct compensation, commissions, service fees or allowances from any initial premiums Agent may collect. Any funds that Agent does receive for or on behalf of Company shall be received and held by Agent in a fiduciary capacity, shall be separately accounted for, shall not be commingled by Agent with personal funds of Agent or other business accounts managed or owned by Agent, and shall be remitted to Company promptly but in no event later than five (5) calendar days from the date of receipt.
- 7) Agent shall not broadcast, publish or distribute any advertisements or other material relating to Company Products, not originated by Company, nor use the name, trademark or logo of Company or any of its subsidiaries or affiliates in any way or manner without Company's prior written consent and then only as specifically authorized in writing by Company. The restrictions on promotional and descriptive material included in this Paragraph 7 includes, but is not limited to, internet communications or any other electronic transmissions representing Company Products, brochures, telephone directory advertisements (print or electronic) and Agent or agency company listings.
- 8) Agent agrees to maintain complete and separate records for Company for a period of at least seven (7) years of all transactions pertaining to applications submitted to Company, and any other documents as may be required by the Florida Office of Insurance Regulation or other governmental agency. Any and all records described above or as may otherwise relate to Agent's activities in connection with Company business shall be accessible and available to representatives of Company and Company's regulators who may audit them from time to time while this Agreement is in effect or within seven (7) years after termination thereof.
- 9) Agent agrees to obtain and maintain Errors and Omissions Insurance coverage with minimum amounts of \$500,000 per occurrence and \$1,000,000 in aggregate, or such higher amounts as may be

required by law or as determined by Company and from a carrier satisfactory to Company. Agent shall provide to Company upon request certificates of insurance evidencing such coverage. Agent agrees to make best efforts to provide Company with thirty (30) days prior written notice, and in any event will provide notice as soon as reasonably practicable, of any modification, termination or cancellation of such coverage.

- 10) Agent is an independent contractor and shall have no claim to compensation except as provided in this Agreement and Agent shall not be entitled to reimbursement from Company for any expenses incurred in performing this Agreement. Agent further agrees that to the extent of any indebtedness to Company from Agent, Company shall have a first lien against any commissions due Agent, and such indebtedness may be deducted at the Company's option from any commissions due Agent. Moreover, this Agreement does not give Agent any power of authority other than as expressly granted herein and no other or greater power shall be implied from the grant or denial of powers specifically mentioned herein.
- 11) Agent will treat as trade secrets any and all information concerning customers of Company or its business, products, techniques, methods, systems, price-books, rating tools, plans or policies; and Agent will not, during the term of this Agreement or at any time thereafter, disclose such information, in whole or in part, to any person, firm or corporation for any reason or purpose whatsoever, or use such information in any way or in any capacity other than as a sales agent of Company in furtherance of Company's interests. Upon termination of this Agreement, or sooner if requested by any Company, Agent will immediately deliver to Company any and all literature, documents, data, information, order forms,

memoranda, correspondence, customer and prospective customer lists, customer orders, records, cards or notes acquired, compiled or coming into Agent's knowledge, possession, custody or control in connection with his/her activities as a sales agent or sales representative of Company, as well as all machines, parts, equipment, rating tools and other materials received by Agent from Company or from any of its customers, agents or suppliers in connection with such activities.

- 12) Agent shall cooperate fully with Company in any investigation or proceeding of any regulatory or governmental body, or court of competent jurisdiction, including, where required by law, making its books and records available to such entities for inspection, if it is determined by Company that the investigation or proceeding affects matters covered by, related to, or arising out of this Agreement.
- 13) Agent shall defend any act or alleged act of Agent at its own expense. Agent shall reimburse Company for all costs, expenses or legal fees that Company incurs for the defense of any administrative action in which Company or Agent is named and which is determined by a court of competent jurisdiction or by an appointed arbitrator to be the consequence of any unauthorized act of Agent.
- 14) During and after the term of this Agreement, Agent shall indemnify, defend and hold Company harmless from and against any loss, damage or expense, including reasonable attorneys' fees, caused by or arising from the negligence, misconduct or breach of this Agreement by Agent, or from the failure of Agent to comply with any federal or state laws, rules or regulations.
- 15) In the event Company determines that Agent has failed to (1) perform its responsibilities and duties in a reasonable and professional manner, or as required by this Agreement or as otherwise communicated by Company; or (2) act in

a manner consistent with Company's policies and procedures, Company reserves the right to place Agent's Appointment in a probationary status during which time Company may enforce corrective action against Agent including, for example, refusing to accept new business from Agent.

B. Commission Rules

- 1) For Company Products produced by Agent (and as applicable, for any other Company policies or contracts Agent was authorized to sell and produced in the past – see Appendix 1 to Addendum A for a complete list of such policies), Company will pay to Agent commissions and renewal fees in accordance with the rates and schedules outlined in Addendum “C,” which is hereby made part of this agreement, provided that Agent is in compliance with all items listed (and implied) in said Agreement.
- 2) Agent shall pay over promptly (within 5 business days) to the Company gross payments and other monies received or collected on behalf of the Company and shall not deduct or subtract or retain therefrom commissions or any other fees which may be payable hereunder.
- 3) Commissions will only be paid when both of the following criteria are satisfied:
 - a) Premiums received and retained by the Company.
 - b) Applications submitted by Agent and accepted by Company.
- 4) Commissions become payable only after the due date of the premium payment and the gross payment due has been received in full and has been processed by the Company.
- 5) In the event that insured terminates coverage with Company within the first twelve (12) months of plan, Company will deduct prorated amount from any sums

due or becoming due to Agent by Company.

- 6) No commissions will be payable on account of waived payments or payments refunded for any reason. Any commissions received on account of any waived or refunded payments shall be deducted from future commission payments, if available, or shall be returned in full to the Company, within 5 business days of notification, by the Agent and shall constitute indebtedness to the Company until returned.
- 7) Company reserves the right to periodically make changes to the following:
 - a) Company reserves the right to change Company's commission schedules (including renewal fees) at any time after providing sixty (60) days prior written notice of the commission and renewal fee change to Agent.
 - b) Company shall have the right to develop and implement incentive programs related to Agents' sales activities. Any such programs shall be subject to change as provided in Section 7(a) herein.
 - c) In the event Agent wishes to contest a payment (i.e., a payment involving a specific claim or case, as opposed to an alleged “programmatic payment error”) made under this Section, notice shall be given to Company within 365 calendar days from the date of the disputed payment. Any such payment request exceeding the 365 calendar day period will not be considered by Company.
- 8) Agents may assign commissions payable with respect to policies produced by that Agent and issued by the Company to another licensed Agent provided all of the following conditions are satisfied:
 - a) Agent must have prior approval from the Company.

- b) The assignment must be in writing and in a form acceptable to the Company, in its sole discretion.
- c) Under the terms of the assignment, the Agent to whom the commissions are assigned must expressly agree to abide by the terms of this Agreement and assume all of the Agent's obligations and responsibilities to the Company and the Insureds under this Agreement with respect to the policies for which commissions are being assigned.
- d) Any purported assignment or transfer of any interest in Agent's commissions other than in strict compliance with the terms stated in this Agreement shall be void to the Company.

C. Term and Termination

- 1) This Agreement shall be effective for an initial term of one (1) year from the Effective Date, and thereafter shall automatically renew for additional terms of one (1) year each, unless and until terminated in accordance with the provisions of this Agreement.
- 2) This Agreement may be terminated without cause at any time by Agent or Company by either party giving thirty (30) days prior written notice thereof to the other party.
- 3) Company may terminate this Agreement immediately upon written notice to Agent at any time upon material default or substantive breach by Agent of one or more of its obligations under this Agreement (including any amendments), or Agent's commission of fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty. Agent's failure to comply with any provision of this Agreement shall be material if Company determines that such failure affects

Agent's ability to perform under this Agreement. Termination for cause shall not be Company's exclusive remedy, but shall be cumulative with all other remedies available at law or in equity. A failure to terminate this Agreement for cause shall not be a waiver of the right to do so with respect to any past, current or future default.

- 4) This Agreement will automatically terminate upon the death of Agent.
- 5) Commission Settlement On Termination
 - a) Commission payments will immediately cease (and no further commissions will become payable after the termination date) in the event of the following:
 - i) Dissolution/Termination of the Agreement - to include with and without cause agreement terminations.
 - ii) Agent of Record Change – in such an event when Agent is no longer designated as the “Agent of Record” by an insureds, Company shall appoint a new Agent of Record to the insureds.
 - iii) Agent induces or attempts to induce insureds to surrender or terminate policies with Company.
 - iv) Agent is no longer servicing insureds in a manner that is satisfactory to the Company.
 - v) Ninety (90) days after Agent is no longer licensed as an insurance agent in the state of Florida or no longer appointed with Company, unless commissions during this ninety (90) day period are not permitted by applicable law.
 - b) In the event of the death of Agent:
 - i) Agent's estate shall timely notify Company; and,

- ii) Company shall cease payment of commissions upon notification of Agent's death.

D. Settlement of Disputes

Except for equitable relief for breaches of Section E, if any disagreement between the Agent and the Company should arise between the Agent and the Company related to the interpretation or performance of this Agreement, including its formation or validity, or any transaction under this Agreement whether arising before or after its termination, the Agent and the Company shall make a good faith effort to settle such disagreement. However, if they are unable to settle such disagreement within thirty (30) days, or such longer period as may be agreed upon by both parties, then such disagreement shall be submitted to arbitration at the request of either party for settlement in accordance with the rules of the American Arbitration Association for commercial disputes, except as may be modified below. The following procedure shall apply:

- a) The party requesting arbitration shall so notify the other party in writing and shall specify the points of disagreement to be arbitrated.
- b) Within fifteen (15) days after receipt of such notification, the Agent and the Company shall each select an arbitrator and give his or her name and address to the other. These two arbitrators shall promptly select a third arbitrator, who shall be the umpire. All arbitrators selected shall be disinterested, former or active executives of a life and health insurance company or agency. If a party fails to appoint its arbitrator within the fifteen (15)-day time limit, the other party shall appoint the second arbitrator. If the two arbitrators fail to agree upon the appointment of an umpire within

fifteen (15) days after their appointment, each of them shall, on the sixteenth (16th) day, name three nominees, of whom the other shall decline two and the selection of the umpire from the remaining two nominees shall be made by drawing lots.

- c) The arbitrators shall make all decisions consistent with the customs and practices of the insurance business, and with a view to effect the general purpose of the Agreement in a reasonable manner. The arbitrators shall be prohibited from awarding punitive, exemplary, treble or consequential damages of whatever nature.
- d) The written and signed decision of a majority of the three arbitrators, consistent with the provisions of part c. above, shall be final and binding on the Agent and the Company. A copy of the decision shall be given to each the Agent and the Company within sixty (60) days after the date of the request for arbitration.
- e) All expenses of arbitration shall be borne equally by the Agent and the Company.

E. Privacy and Security

- 1) Privacy and Security of Protected Health Information.

For Section E, "Agent" shall be referenced as "Business Associate."

- a) Permitted Uses and Disclosures. Except as otherwise limited in Section E, Business Associate may use, disclose or request the minimum necessary Protected Health Information and Nonpublic Personal Financial Information to perform functions, activities, or services for, or on behalf of, Company as specified in

this Agreement, provided that such use, disclosure or request would not violate the HIPAA-AS Privacy Rule if done by Company.

- b) Prohibition on Unauthorized Use or Disclosure. Business Associate shall not use or disclose Protected Health Information or Nonpublic Personal Financial Information other than as permitted or required by Section E or as required by Law.
- c) Information Safeguards and Breach Reporting.
 - (i) Privacy of Protected Health Information. Business Associate shall use appropriate safeguards to prevent use or disclosure of Protected Health Information and Nonpublic Personal Financial Information not provided for by Section E.

Business Associate shall report in writing to Company's Corporate Compliance Office any use or disclosure of Protected Health Information or Nonpublic Personal Financial Information not provided for by Section E as soon as practicable but no later than five (5) days after Business Associate becomes aware of such unauthorized use or disclosure. Unless otherwise directed by Company's Corporate Compliance Office, Business Associate shall include in the report the following:

- (A) the date of the unauthorized use or disclosure;
- (B) the name and (if known) address of the person or entity which received Protected Health Information pursuant to the unauthorized disclosure;

- (C) a brief description of the Protected Health Information that was the subject of the unauthorized use or disclosure;
- (D) a brief statement of the nature of the unauthorized use or disclosure;
- (E) the name and date of birth of the individual(s) whose Protected Health Information was the subject of the unauthorized use or disclosure, and each such individual's contract number;
- (F) the corrective action that Business Associate has taken or will take to prevent further unauthorized use or disclosures; and
- (G) the steps Business Associate has taken or will take to mitigate any known harmful effects of the unauthorized use or disclosure.

- (ii) Security of Electronic Protected Health Information. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

Business Associate shall report in writing to Company's Corporate Compliance Office any successful Security Incident as soon as practicable but no later than five (5) days after Business Associate becomes aware of such Security Incident and shall submit follow-up documentation pursuant to the direction of Company's Corporate Compliance Office. Upon

- Company's request and pursuant to Company's direction, Business Associate shall report in writing any attempted but unsuccessful Security Incident of which Business Associate becomes aware. Business Associate shall comply with this section 2(c)(ii) upon the later of (1) April 20, 2005; or (2) the Effective Date.
- d) Mitigation. Business Associate shall mitigate to the extent practicable any harmful effect of which Business Associate is aware that is caused by any use or disclosure of Protected Health Information or Nonpublic Personal Financial information not provided for by Section E.
 - e) Agents and Subcontractors. Business Associate shall ensure that its agents and subcontractors to whom it provides Protected Health Information agree in writing to the same privacy and security restrictions and conditions that apply through Section E to Business Associate with respect to such information.
 - f) Business Associate Guidance. Business Associate shall comply with any policy, procedure or guidance with respect to Business Associate's responsibilities under Sections E that Company may, from time to time, issue and communicate in writing to Business Associate.
- 2) Management of Protected Health Information.
- a) Access. Business Associate shall, within seven (7) days following Company's request, make available to Company for inspection and copying Protected Health Information about an individual that is in Business Associate's custody or control, so that Company may meet its access obligations under the HIPAA-AS Privacy Rule.
 - b) Amendment. Business Associate shall within fourteen (14) days following Company's request, amend or permit Company to amend any portion of Protected Health Information that is in Business Associate's custody or control so that Company may meet its amendment obligations under the HIPAA-AS Privacy Rule.
 - c) Disclosure Accounting. Business Associate shall record the information specified below ("disclosure information") for each disclosure of Protected Health Information that Business Associate makes, excluding disclosures identified in 45 CFR § 164.528(a)(1) including but not limited disclosures for Treatment, Payment, and Health Care Operations and disclosures pursuant to a HIPAA-AS compliant authorization, and shall report the disclosure information to Company's Corporate Compliance Office at P.O. Box 44283, Jacksonville, Florida 32203-4283 in writing within five (5) days of Business Associate making the accountable disclosure. Disclosure information shall include:
 - (i) the disclosure date;
 - (ii) the name and (if known) address of person or entity to which Business Associate made the disclosure;
 - (iii) a brief description of the Protected Health Information disclosed;
 - (iv) a brief statement of the purpose of the disclosure;
 - (v) the name and date of birth of the individual whose Protected Health Information was disclosed; and
 - (vi) that individual's contract number.

- d) Inspection of Internal Practices, Books and Records. Business Associate shall make its internal practices, books, and records relating to its use and disclosure of Protected Health Information and its protection of the confidentiality, integrity, and availability Electronic Protected Health Information available to Company and the U.S. Department of Health and Human Services (“HHS”) as requested or required to determine Company’s compliance with the HIPAA-AS Privacy Rule and Security Rule.

3) Breach of Privacy and Security Obligations

- a) Termination of Addendum.
 - (i) Company and Business Associate specifically acknowledge and agree that a breach of any term of this Section E shall be considered a breach of a material term of the Agreement and Company may terminate the Agreement in accordance with the Agreement’s termination provision.
- b) Obligations on Termination.
 - (i) Return or Destruction of Protected Health Information. Upon termination of the Agreement, Business Associate shall, if feasible, return to Company or destroy all Protected Health Information in its custody or control in whatever form or medium, including all copies and all derivative data, compilations, and other works that allow identification of any individual who is a subject of the Protected Health Information. Business Associate shall in writing identify to Company any Protected Health Information that cannot feasibly be returned to Company or destroyed and explain why return or destruction is infeasible.

Business Associate shall limit further use or disclosure of such Protected Health Information to those purposes that make its return or destruction infeasible. Business Associate shall complete these obligations as promptly as possible, but not later than thirty (30) days following the effective date of the termination of the Agreement.

- (ii) Continuing Privacy and Security Obligations. Business Associate’s obligation to protect the privacy and confidentiality and safeguard the security of Protected Health Information specified in Section E shall be continuous and survive termination of the Agreement.

4) General Provisions for Section E.

- a) Definitions. The terms “Electronic Protected Health Information” and “Protected Health Information” have the meanings set out in 45 CFR § 160.103, except Protected Health Information shall be limited to that information created or received by Business Associate from or on behalf of Company pursuant to the Agreement. The term “Required by Law” has the meaning set out in 45 CFR § 164.103. The term “Security Incident” has the meaning set out in 45 CFR § 164.304. The terms “Health Care Operations,” “Payment,” and “Treatment” have the meanings set out in 45 CFR § 164.501. For purposes of this Addendum, Protected Health Information encompasses Company’s Electronic Protected Health Information. The term “Nonpublic Personal Financial Information” has the meaning set out in Fla. Admin. Code § 4-128.002 except Nonpublic Personal Financial Information shall be limited to that

information created or received by Business Associate from or on behalf of Company pursuant to this Agreement.

- b) Amendment to Section E. Section E shall automatically amend upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS or a Florida regulatory agency concerning subject matter of Section E such that Business Associate's obligations remain in compliance with the final regulation or amendment to final regulation, unless Company or Business Associate elects to terminate Section E by giving the other party written notice of termination at least ninety (90) days before the compliance date of such final regulation.
- c) No Third Party Beneficiaries. No party shall be deemed a third party beneficiary of Section E.

F. General Terms

- 1) *Entire Agreement.* As of the Effective Date of this Agreement, this Agreement (including any attached addendums or schedules) is the complete and sole contract between the parties regarding the distribution and renewal of Company Products (and as applicable, any other Company policies or contracts) by Agent and supersedes any and all prior understandings or agreements between the parties whether oral or in writing on this subject matter. For the avoidance of doubt, this Agreement replaces all Single Case Agreements between the parties executed prior to the Effective Date, including, without limitation, with respect to commission or other compensation payable for Company Products (and as applicable, other Company policies or contracts) issued prior to or after the Effective Date.
- 2) *Construction.* In this Agreement the Blue Cross and Blue Shield of Florida, Inc.

words "shall" and "will" are used in the mandatory sense. Unless the context otherwise clearly requires, any one gender includes all others, the singular includes the plural, and the plural includes the singular.

- 3) *No Waiver.* The fact that Company may not have insisted upon strict compliance with this Agreement with respect to an act or transaction of Agent shall not relieve Agent from the obligation to perform strictly in accordance with the terms of this Agreement.
- 4) *Independent Contractor.* Agent shall be an independent contractor of Company, and nothing herein shall be construed as creating a relationship of employer-employee, partner, joint venturer, officer or agent of Company in any manner for any other purpose, other than as specifically provided in this Agreement.
- 5) *Applicable Law.* This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws provisions.
- 6) *Limitation of Liability.* Company's liability, if any, for damages to Agent for any cause whatsoever arising out of or related to this Agreement, and regardless of the form of the action, shall be limited to Agent's actual damages. Company shall not be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever sustained as a result of a breach of this Agreement or any action, inaction or alleged tortious conduct or delay by Company.
- 7) *Survival.* In addition to those provisions which by their terms survive expiration or termination of this Agreement, Paragraphs 8 and 10-14 of Section A; and Sections B, D, E and F shall survive expiration or termination of this Agreement, regardless of the cause giving rise thereto.
- 8) *No Third Party Beneficiaries.* Nothing

express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

- 9) *Amendment.* Except as stated in Section C, Company may modify this Agreement upon thirty (30) days prior written notice to Agent Notwithstanding the foregoing, upon the enactment of any law or regulation, or any order or direction of any governmental agency affecting this Agreement (including, without limitation, Section C of this Agreement), Company may, by written notice to Agent, amend the Agreement in such manner as Company determines necessary to comply with such law or regulation, or any order or directive of any governmental agency. Company may provide written notice pursuant to this Paragraph 9 by letter, newsletter, electronic mail or other media.
- 10) *Relationship of Blue Cross and Blue Shield Association* - This Agreement constitutes an agreement solely between Company and Agent and Company is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association") permitting Company to use the Blue Cross and Blue Shield service marks in accordance with the Blue Cross and Blue Shield Association's licensing standards and that Company is not contracting as the agent of the Association. Agent has not entered into this Agreement based upon representations by any persons other than Company and no person, entity, or organization other than Company shall be held accountable or liable to Agent for any of Company's obligations under this Agreement.
- 11) *Compliance with Law.* As applicable to this Agreement, Company and Agent shall

comply with all laws and regulations applicable to their businesses, their licenses and the transactions into which they enter.

- 12) *Fiduciary Capacity.* Agent agrees that in performing under this Agreement Agent is acting in a fiduciary capacity to Company. Agent shall act in the best interest of Company. Agent shall not permit other interests, activities or responsibilities to interfere with Agent's faithful performance under this Agreement.
- 13) *Assignment.* Except as specifically provided in Paragraph 8 of Section B, neither this Agreement nor the right to receive money hereunder may be assigned without the prior written consent of Company, and any assignment made contrary to this provision shall be void as to Company; provided, however, Company may assign, delegate or transfer this Agreement in whole or in part to any affiliate, now or in the future, or to any entity which succeeds to the applicable portion of its business through a sale, merger or other transaction, provided to such other entity assumes the obligations of Company hereunder. This Agreement is personal to Agent, and Agent's duties hereunder shall not be delegated or subcontracted by Agent. Agent shall not use subagents.
- 14) *Notice.* Any notice required from Company under this Agreement shall be deemed given on the day such notice is deposited in the United States mail with first class postage pre-paid and addressed to Agent at the address of the Agent appearing on the records of Company. Any notice required from Agent shall be deemed given on the date after such notice is deposited in the United States mail with first class postage pre-paid and addressed to Group Vice President, Corporate Sales, Blue Cross and Blue Shield of Florida, Inc., 4800 Deerwood Campus Parkway, Building 305, Jacksonville, Florida, 32246.

15) *Force Majeure*. Any delay or failure of Company to perform its obligations under this Agreement shall not be deemed to be a breach of this Agreement and shall otherwise be excused to the extent that, the delay or failure is caused by an event or occurrence beyond the reasonable control of Company and without its fault or negligence, including (but not limited to) acts of God, severe weather, wars, revolution, civil commotion, acts of public enemy or terrorism, embargo, action by any governmental or regulatory authority, natural disasters, sabotage, strikes, slowdowns, picketing or boycotts, power failures, nuclear hazard, or court injunction or order (a “Force Majeure Event”). If Company claims that a Force Majeure Event has arisen, Company shall:

- (i) promptly notify the Agent of the same,
- (ii) take all commercially reasonable steps to overcome and remove the effects of the Force Majeure Event,

(iii) notify the Agent on a continuing basis of its efforts to overcome the Event of Force Majeure Event and

(iv) promptly notify the Agent when said condition has ceased.

16) *Electronic Notices, Waivers and Amendments*. Except as provided in Paragraph 9 of Section F, for purposes of providing notices required or permitted by this Agreement, waiving any right under this Agreement, or amending any term of this Agreement and notwithstanding any law recognizing electronic signatures or records, “a writing signed,” “in writing” and words of similar meaning, shall mean only a writing in a tangible form bearing an actual “wet” signature in ink manually applied by the person authorized by the respective party, unless the parties agree otherwise by making a specific reference to this section.

Addendum A: Company Products

JANUARY 1 – DECEMBER 31, 2009 CALENDAR YEAR

Blue Cross and Blue Shield Of Florida/Health Options Product Offerings:

- 1) Group Products (4+)
 - a) BlueCare (HMO) (offered by Health Options, Inc.)
 - b) BlueChoice (PPO) (offered by Blue Cross and Blue Shield of Florida (“BCBSF”))
 - c) BlueOptions (PPO) (offered by BCBSF)

Florida Combined Life Product Offerings:

- 1) Group Products
 - a) Basic Life with Accelerated Living Benefits
 - b) Basic Life with Hospital Indemnity Rider
 - c) Short Term Disability
 - d) Long Term Disability
 - e) Long Term Disability with Spousal Disability, Portability, and Minimum Indemnity (AD&D)
Optional Riders
 - f) Employee Choice (Supplemental Long Term Disability)
 - g) Term Accidental Death and Dismemberment
 - h) Supplemental Term Life
 - i) Dependent Term Life
 - j) Pre-Paid Dental
 - k) Indemnity Dental
 - l) PPO Dental
 - i) Traditional PPO
 - ii) In-network fixed Co-payment schedule
- 2) Group Payroll Deduction Programs
 - a) Voluntary Life with Accelerated Living Benefits
 - b) Voluntary Short Term Disability
 - c) Voluntary Long Term Disability
 - d) Voluntary Term Accidental Death and Dismemberment
 - e) Voluntary Group Long Term Care (integrated product for home, community, and nursing home care)
- 3) Pretax Programs
 - a) Premium Conversion Plans
 - b) Group Long Term Care
 - c) Group Home Health Care
 - d) Flexible Spending Accounts (FSA)
 - e) Health Reimbursement Accounts (HRA)
 - f) Health Savings Accounts (HSA)

Appendix 1 to Addendum A

NOTE #1: This Appendix shall only be used pursuant to Section B(1) of the Agreement.

Basic HMO Plan Option 1	BlueCare FQ Lg Grp Plan 01	BlueCare Small Group Plan 31
Basic HMO Plan Option 2	BlueCare FQ Lg Grp Plan 02	BlueCare Small Group Plan 32
Basic PPO Plan Option 1	BlueCare FQ Lg Grp Plan 04	BlueCare Small Group Plan 33
Basic PPO Plan Option 2	BlueCare FQ Lg Grp Plan 05	BlueCare Small Group R1
BCBSF Care Manager Opt A16-R1	BlueCare FQ Lg Grp Plan 08	BlueCare Small Group R10
BCBSF Care Manager Opt A17-R1	BlueCare FQ Lg Grp Plan 09	BlueCare Small Group R11
BCBSF Care Manager Opt A18-R1	BlueCare FQ Lg Grp Plan 10	BlueCare Small Group R12
BCBSF Care Manager Opt Ra16-R1	BlueCare FQ Lg Grp Plan 11	BlueCare Small Group R13
BCBSF Care Manager Opt Ra17-R1	BlueCare FQ Lg Grp Plan 12	BlueCare Small Group R14
BCBSF Care Manager Opt Ra18-R1	BlueCare FQ Lg Grp Plan 13	BlueCare Small Group R15
BCBSF Care Manager Opt Ra1-R1	BlueCare FQ Lg Grp Plan 14	BlueCare Small Group R16
BCBSF Care Manager Option A/17	BlueCare FQ Lg Grp Plan 15	BlueCare Small Group R17
BCBSF Care Manager Option A/18	BlueCare NFQ Lg Grp Plan 01	BlueCare Small Group R18
BCBSF Care Manager Option A10	BlueCare NFQ Lg Grp Plan 02	BlueCare Small Group R19
BCBSF Care Manager Option A12	BlueCare NFQ Lg Grp Plan 03	BlueCare Small Group R2
BCBSF Care Manager Option A14	BlueCare NFQ Lg Grp Plan 04	BlueCare Small Group R20
BCBSF Care Manager Option A15	BlueCare NFQ Lg Grp Plan 05	BlueCare Small Group R21
BCBSF Care Manager Option A16	BlueCare NFQ Lg Grp Plan 06	BlueCare Small Group R22
BCBSF Care Manager Option A5	BlueCare NFQ Lg Grp Plan 07	BlueCare Small Group R23
BCBSF Care Manager Option Ra1	BlueCare NFQ Lg Grp Plan 08	BlueCare Small Group R24
BCBSF Care Manager Option Ra10	BlueCare NFQ Lg Grp Plan 09	BlueCare Small Group R24-R1
BCBSF Care Manager Option Ra14	BlueCare NFQ Lg Grp Plan 10	BlueCare Small Group R25
BCBSF Care Manager Option Ra15	BlueCare NFQ Lg Grp Plan 11	BlueCare Small Group R25-R1
BCBSF Care Manager Option Ra17	BlueCare NFQ Lg Grp Plan 112	BlueCare Small Group R26
BCBSF Care Manager Option Ra18	BlueCare NFQ Lg Grp Plan 114	BlueCare Small Group R3
BlueCare Basic SGrp-R2	BlueCare NFQ Lg Grp Plan 115	BlueCare Small Group R4
	BlueCare NFQ Lg Grp Plan 12	BlueCare Small Group R5
	BlueCare NFQ Lg Grp Plan 13	BlueCare Small Group R6
	BlueCare NFQ Lg Grp Plan 14	BlueCare Small Group R7
	BlueCare NFQ Lg Grp Plan 15	BlueCare Small Group R8
	BlueCare NFQ Lg Grp Plan 16	BlueCare Small Group R9
	BlueCare NFQ Lg Grp Plan 20	BlueCare Standard SGrp
	BlueCare NFQ Lg Grp Plan 21	BlueCare Standard SGrp-R2
	BlueCare NFQ Lg Grp Plan 22	BlueChoice Copay Plan 601
	BlueCare NFQ Lg Grp Plan 23	BlueChoice Copay Plan 601-R1
	BlueCare Rx Ded Copay Plan 01	BlueChoice Copay Plan 603
	BlueCare Rx Ded Copay Plan 02	BlueChoice Copay Plan 603-R1
	BlueCare Rx Plan 13	BlueChoice Copay Plan 606
	BlueCare Rx Plan 24	BlueChoice Copay Plan 606-R1
	BlueCare Rx Plan 25	BlueChoice Copay Plan 609
	BlueCare Small Group Plan 209	BlueChoice Copay Plan 609-R1
	BlueCare Small Group Plan 212	BlueChoice Copay Plan 611
	BlueCare Small Group Plan 215	BlueChoice Copay Plan 611-R1
	BlueCare Small Group Plan 30	BlueChoice Copay Plan 612
		BlueChoice Copay Plan 612-R1
		BlueChoice Copay Plan 613

BlueChoice Copay Plan 613-R1	BlueChoice Copay Plan 908	BlueChoice Fam Cpy Plan 406
BlueChoice Copay Plan 615	BlueChoice Copay Plan 908-R1	BlueChoice Fam Cpy Plan 406-R1
BlueChoice Copay Plan 615-R1	BlueChoice Copay Plan 916	BlueChoice Fam Cpy Plan 407
BlueChoice Copay Plan 702	BlueChoice Copay Plan 916-R1	BlueChoice Fam Cpy Plan 407-R1
BlueChoice Copay Plan 702-R1	BlueChoice Copay Plan 917	BlueChoice Fam Cpy Plan 408
BlueChoice Copay Plan 703	BlueChoice Copay Plan 917-R1	BlueChoice Fam Cpy Plan 408-R1
BlueChoice Copay Plan 703-R1	BlueChoice Copay Plan 919	BlueChoice Fam Cpy Plan 410
BlueChoice Copay Plan 704	BlueChoice Copay Plan 920	BlueChoice Fam Cpy Plan 410-R1
BlueChoice Copay Plan 704-R1	BlueChoice Copay Plan 925	BlueChoice Fam Cpy Plan 413
BlueChoice Copay Plan 706	BlueChoice Copay Plan 925-R1	BlueChoice Fam Cpy Plan 413-R1
BlueChoice Copay Plan 706-R1	BlueChoice Copay Plan 927	BlueChoice Fam Cpy Plan 414
BlueChoice Copay Plan 708	BlueChoice Copay Plan 927-R1	BlueChoice Fam Cpy Plan 414-R1
BlueChoice Copay Plan 708-R1	BlueChoice Copay Plan 930	BlueChoice Fam Cpy Plan 415
BlueChoice Copay Plan 714	BlueChoice Fam Cpy Plan 301	BlueChoice Fam Cpy Plan 415-R1
BlueChoice Copay Plan 714-R1	BlueChoice Fam Cpy Plan 303	BlueChoice Fam Cpy Plan 508-R1
BlueChoice Copay Plan 716	BlueChoice Fam Cpy Plan 306	BlueChoice Fam Cpy Plan 512
BlueChoice Copay Plan 716-R1	BlueChoice Fam Cpy Plan 306-R1	BlueChoice Fam Cpy Plan 514
BlueChoice Copay Plan 717	BlueChoice Fam Cpy Plan 308	BlueChoice Fam Cpy Plan 514-R1
BlueChoice Copay Plan 717-R1	BlueChoice Fam Cpy Plan 308-R1	BlueChoice Fam Cpy Plan 517
BlueChoice Copay Plan 719	BlueChoice Fam Cpy Plan 314	BlueChoice Fam Cpy Plan 517-R1
BlueChoice Copay Plan 719-R1	BlueChoice Fam Cpy Plan 314-R1	BlueChoice Fam Cpy Plan 521
BlueChoice Copay Plan 720	BlueChoice Fam Cpy Plan 317	BlueChoice Fam Cpy Plan 521-R1
BlueChoice Copay Plan 720-R1	BlueChoice Fam Cpy Plan 317-R1	BlueChoice Hlth Plan 101
BlueChoice Copay Plan 725	BlueChoice Fam Cpy Plan 321	BlueChoice Hlth Plan 101-R1
BlueChoice Copay Plan 725-R1	BlueChoice Fam Cpy Plan 321-R1	BlueChoice Hlth Plan 103
BlueChoice Copay Plan 727	BlueChoice Fam Cpy Plan 324	BlueChoice Hlth Plan 103-R1
BlueChoice Copay Plan 727-R1	BlueChoice Fam Cpy Plan 324-R1	BlueChoice Hlth Plan 104
BlueChoice Copay Plan 730	BlueChoice Fam Cpy Plan 327	BlueChoice Hlth Plan 106
BlueChoice Copay Plan 730-R1	BlueChoice Fam Cpy Plan 327-R1	BlueChoice Hlth Plan 107
BlueChoice Copay Plan 735	BlueChoice Fam Cpy Plan 328	BlueChoice Hlth Plan 107-R1
BlueChoice Copay Plan 735-R1	BlueChoice Fam Cpy Plan 328-R1	BlueChoice Hlth Plan 108
BlueChoice Copay Plan 902	BlueChoice Fam Cpy Plan 329	BlueChoice Hlth Plan 113
BlueChoice Copay Plan 902-R1	BlueChoice Fam Cpy Plan 329-R1	BlueChoice Hlth Plan 113-R1
BlueChoice Copay Plan 903	BlueChoice Fam Cpy Plan 401	BlueChoice Hlth Plan 117
BlueChoice Copay Plan 903-R1	BlueChoice Fam Cpy Plan 401-R1	BlueChoice Hlth Plan 117-R1
BlueChoice Copay Plan 906	BlueChoice Fam Cpy Plan 402	BlueChoice Hlth Plan 118
BlueChoice Copay Plan 906-R1	BlueChoice Fam Cpy Plan 402-R1	BlueChoice Hlth Plan 118-R1
	BlueChoice Fam Cpy Plan 403	BlueChoice Hlth Plan 120
	BlueChoice Fam Cpy Plan 403-R1	BlueChoice Hlth Plan 120-R1
	BlueChoice Fam Cpy Plan 404	BlueChoice Hlth Plan 122
	BlueChoice Fam Cpy Plan 404-R1	BlueChoice Hlth Plan 122-R1
		BlueChoice Hlth Plan 123
		BlueChoice Hlth Plan 123-R1
		BlueChoice Hlth Plan 125
		BlueChoice Hlth Plan 125-R1

BlueChoice Hlth Plan 126	BlueScript Ii Drug Plan 06	Group Option 07-R2
BlueChoice Hlth Plan 130-R1	BlueScript Ii Drug Plan 09	Group Option 07-R3
BlueChoice Hlth Plan 201	BlueScript Ii Drug Plan 10	Group Option 09-R2
BlueChoice Hlth Plan 201-R1	BlueScript Ii Drug Plan 12	HMO Drug Option 01-R1
BlueChoice Hlth Plan 203	BlueScript Ii Drug Plan 13	HMO Drug Option 02
BlueChoice Hlth Plan 203-R1	BlueScript Ii Drug Plan 14	HMO Drug Option 02-R1
BlueChoice Hlth Plan 204	BlueScript Iii Drug Plan 01	HMO Drug Option 03
BlueChoice Hlth Plan 204-R1	BlueScript Iii Drug Plan 02	HMO Drug Option 03-R1
BlueChoice Hlth Plan 206	BlueScript Iii Drug Plan 04	HMO Drug Option 04
BlueChoice Hlth Plan 206-R1	BlueScript Iii Drug Plan 06	HMO Drug Option 04-R1
BlueChoice Hlth Plan 208	BlueScript Iii Drug Plan 07	HMO Drug Option 05
BlueChoice Hlth Plan 208-R1	BlueScript Iii Drug Plan 08	HMO Drug Option 05-R1
BlueChoice Hlth Plan 210	BlueScript Nasco Drug Plan	HMO Drug Option 06
BlueChoice Hlth Plan 210-R1	BlueScript V Drug Plan 1	HMO Option 01
BlueChoice Hlth Plan 213	BlueScript V Drug Plan 2	HMO Option 02
BlueChoice Hlth Plan 213-R1	BlueScript V Drug Plan 3	HMO Option 02-R1
BlueChoice Hlth Plan 214	BlueScript V Drug Plan 6	HMO Option 03
BlueChoice Hlth Plan 214-R1	BlueScript V Drug Plan 7	HMO Option 03-R1
BlueChoice Hlth Plan 216	Dap High With Ortho	HMO Option 04
BlueChoice Hlth Plan 216-R1	Dap High With Ortho-R1	HMO Option 04-R1
BlueChoice Hlth Plan 217	Dap High Without Ortho	HMO Option R01
BlueChoice Hlth Plan 217-R1	Dap Low With Ortho	HMO Option R01-R1
BlueChoice Hlth Plan 218	Dap Low With Ortho-R1	HMO Option R02
BlueChoice Hlth Plan 218-R1	Dap Med With Ortho	HMO Option R02-R1
BlueChoice Nasco Plan	Dap Med With Ortho-R1	HMO Option R03
BlueOptions Copay Plan 1457	Dap Med With Ortho-R2	HMO Option R03-R1
BlueOptions Copay Plan 1461	Dap Med Without Ortho	HMO Option R04
BlueOptions Copay Plan 1550	Dap UCR With Ortho	HMO Option R04-R1
BlueOptions Copay Plan 1551	Dap UCR Without Ortho	HMO Option/04
BlueOptions Copay Plan 1552	Elect Care Plus Option 100-R2	Hospital Indemnity Subsidy
BlueOptions Copay Plan 1553	Elect Care Plus Option 105	HRA Plan 004
BlueOptions Fam Cpy Pl 1257	Elect Care Plus Option 109	HRA Plan 005
BlueOptions Fam Cpy Pl 1351	Elect Care Plus Option 200-R2	Major Medical Group Type M
BlueOptions Fam Cpy Pl 1352	Elect Care Plus Option 206	Mediscript Ii Drug Plan 01
BlueOptions Fam Cpy Pl 1353	Elect Care Plus Option 300	Mediscript Ii Drug Plan 1
BlueOptions Fam Cpy Pl 1355	Elect Care Plus Option 300-R2	Mediscript Pharmacy Program
BlueOptions Hlth Plan 1150	Elect Care Plus Option 300-R3	Mediscript Pharmacy
BlueOptions Hlth Plan 1151	Elect Care Plus Option 500-R2	Program-R1
BlueScript A Ded Copay Plan 1	Fl Small Business Option 01-R2	Network Advantage Pl 1750
BlueScript C Copay Plan 1	Fl Small Business Option 02-R2	Network Advantage Pl 1751
BlueScript C Copay Plan 2	Fl Small Business Option 03-R2	Network Advantage Pl 1752
BlueScript C Copay Plan 3	FSA Plan 001	Network Advantage Pl 1753
BlueScript C Copay Plan 4	FSA Plan 005	Network Advantage Pl 1754
BlueScript C Copay Plan 5	FSA Plan 006	Point Of Service 32-R2
BlueScript C Ded Coin Plan 1	FSA Plan 007	Point Of Service Nasco
BlueScript C Ded Copay Plan 3	FSA Plan 009	Point Of Service Opt. R20c-R1
BlueScript C Ded Copay Plan 4	Group Essential Option 02-R1	Point Of Service Opt. R22c-R1
BlueScript E Generic Cpy Pl 2	Group Essential Option 03	Point Of Service Opt. R24c-R1
BlueScript Ii Drug Plan 01	Group Option 01-R1	Point Of Service Opt. R26c-R1
BlueScript Ii Drug Plan 02	Group Option 05-R2	Point Of Service Opt. R27c-R1
BlueScript Ii Drug Plan 03	Group Option 05-R3	Point Of Service Opt. R28c-R1
BlueScript Ii Drug Plan 04	Group Option 07	Point Of Service Opt. R30c-R1
BlueScript Ii Drug Plan 05	Group Option 07-R1	Point Of Service Opt. R32c-R1
		Point Of Service Opt. R36c-R1
		Point Of Service Opt. R37c-R1

Point Of Service Opt. R50c-R1
Point Of Service Opt. R52c-R1
Point Of Service Opt. R56c-R1
Point Of Service Opt. R57c-R1
Point Of Service Option 10c
Point Of Service Option 10c-R1
Point Of Service Option 10-R1
Point Of Service Option 10-R2
Point Of Service Option 11c-R1
Point Of Service Option 12c
Point Of Service Option 12-R1
Point Of Service Option 12-R2
Point Of Service Option 13-R2
Point Of Service Option 14c
Point Of Service Option 14c-R1
Point Of Service Option 14-R1
Point Of Service Option 20
Point Of Service Option 20c
Point Of Service Option 20c-R1
Point Of Service Option 20-R1
Point Of Service Option 20-R2
Point Of Service Option 20-R3
Point Of Service Option 21c-R1
Point Of Service Option 21-R1
Point Of Service Option 21-R2
Point Of Service Option 22
Point Of Service Option 22c
Point Of Service Option 22c-R1
Point Of Service Option 22-R1
Point Of Service Option 22-R2
Point Of Service Option 22-R3
Point Of Service Option 23
Point Of Service Option 23c
Point Of Service Option 23c-R1
Point Of Service Option 23-R1
Point Of Service Option 23-R2
Point Of Service Option 23-R3
Point Of Service Option 24c
Point Of Service Option 24c-R1
Point Of Service Option 24-R1
Point Of Service Option 24-R2
Point Of Service Option 25c
Point Of Service Option 25-R1
Point Of Service Option 25-R2
Point Of Service Option 25-R3
Point Of Service Option 30
Point Of Service Option 30c
Point Of Service Option 30c-

R1
Point Of Service Option 30-R1
Point Of Service Option 30-R2
Point Of Service Option 30-R3
Point Of Service Option 31
Point Of Service Option 31c
Point Of Service Option 31c-R1
Point Of Service Option 31-R1
Point Of Service Option 31-R2
Point Of Service Option 32c
Point Of Service Option 32c-R1
Point Of Service Option 32-R1
Point Of Service Option 32-R2
Point Of Service Option 32-R3
Point Of Service Option 33
Point Of Service Option 33c
Point Of Service Option 33c-R1
Point Of Service Option 33-R1
Point Of Service Option 33-R2
Point Of Service Option 34
Point Of Service Option 34c
Point Of Service Option 34c-R1
Point Of Service Option 34-R1
Point Of Service Option 34-R2
Point Of Service Option 34-R3
Point Of Service Option 35c
Point Of Service Option 35c-R1
Point Of Service Option 35-R1
Point Of Service Option 35-R2
Point Of Service Option 35-R3
Point Of Service Option 50
Point Of Service Option 50c
Point Of Service Option 50c-R1
Point Of Service Option 50-R1
Point Of Service Option 50-R2
Point Of Service Option 51
Point Of Service Option 51c
Point Of Service Option 51c-R1
Point Of Service Option 51-R1
Point Of Service Option 51-R2
Point Of Service Option 52
Point Of Service Option 52c
Point Of Service Option 52c-R1
Point Of Service Option 52-R1
Point Of Service Option 52-R2
Point Of Service Option 53
Point Of Service Option 53c
Point Of Service Option 53c-

R1
Point Of Service Option 53-R1
Point Of Service Option 53-R2
Point Of Service Option 53-R3
Point Of Service Option 54
Point Of Service Option 54c
Point Of Service Option 54c-R1
Point Of Service Option 54-R1
Point Of Service Option 54-R2
Point Of Service Option 54-R3
Point Of Service Option 55
Point Of Service Option 55/R2
Point Of Service Option 55c
Point Of Service Option 55c-R1
Point Of Service Option 55-R1
Point Of Service Option 55-R2
Point Of Service Option 55-R3
Point Of Service Option 5c
Point Of Service Option 5c-R1
Point Of Service Option 5c-R3
Point Of Service Option 5c-R4
Point Of Service Option 7c
Point Of Service Option 7c/R2
Point Of Service Option 7c-R1
Point Of Service Option 7c-R2
Point Of Service Option 7c-R3
Point Of Service Option 7c-R4
Point Of Service Option R20
Point Of Service Option R20c
Point Of Service Option R20-R1
Point Of Service Option R22
Point Of Service Option R22c
Point Of Service Option R22-R1
Point Of Service Option R24
Point Of Service Option R24c
Point Of Service Option R24-R1
Point Of Service Option R26
Point Of Service Option R26c
Point Of Service Option R26-R1
Point Of Service Option R27
Point Of Service Option R27c
Point Of Service Option R27-R1
Point Of Service Option R28
Point Of Service Option R28c
Point Of Service Option R28-R1
Point Of Service Option R30
Point Of Service Option R30c
Point Of Service Option R30-

R1	C14	PPC Group Option 09-R2
Point Of Service Option R32	PPC Care Manager Option C2	PPC Group Option 10-R1
Point Of Service Option R32c	PPC Care Manager Option C4	Pref. Care Plus Option 1-R1
Point Of Service Option R32-R1	PPC Care Manager Option C5	Prescription Drug Option 01
Point Of Service Option R36	PPC Care Manager Option C6	Prescription Drug Option 01-R1
Point Of Service Option R36c	PPC Care Manager Option C7	Prescription Drug Option 02
Point Of Service Option R36-R1	PPC Care Manager Option D3	Prescription Drug Option 02-R1
Point Of Service Option R37	PPC Care Manager Option D5	Prescription Drug Option 03
Point Of Service Option R37c	PPC Care Manager Option D6	Prescription Drug Option 03-R1
Point Of Service Option R37-R1	PPC Care Manager Option D8	Prescription Drug Option 05
Point Of Service Option R39	PPC Care Manager Option Rc1	Prescription Drug Option 06
Point Of Service Option R39-R1	PPC Care Manager Option Rc14	Prescription Drug Option 06-R1
Point Of Service Option R50	PPC Care Manager Option Rc4	Prescription Drug Option 07
Point Of Service Option R50c	PPC Care Manager Option Rc4-R1	Prescription Drug Option 08
Point Of Service Option R50-R1	PPC Care Manager Option Rc8	Prescription Drug Option 08-R1
Point Of Service Option R52	PPC Care Manager Option Rc8-R1	Prescription Drug Option 09
Point Of Service Option R52c	PPC Care Manager Option Rd4-R1	Prescription Drug Option 09-R1
Point Of Service Option R52-R1	PPC Care Manager Option Rd8	Prescription Drug Plan
Point Of Service Option R56	PPC Care Manager Option Rd8-R1	Small Employer Option 01
Point Of Service Option R56c	PPC Care Manager Option Rd8-R1	Small Employer Option 01-R1
Point Of Service Option R56-R1	PPC Group Option 01-R1	Small Employer Option 01-R2
Point Of Service Option R57	PPC Group Option 01-R2	Small Employer Option 02-R1
Point Of Service Option R57c	PPC Group Option 02	Small Employer Option 02-R2
Point Of Service Option R57-R1	PPC Group Option 02-R1	Standard HMO Plan Option 1
Point Of Service Option R59	PPC Group Option 03-R1	Standard HMO Plan Option 2
Point Of Service Option R59-R1	PPC Group Option 04	Standard PPO Plan Option 1
Point Of Service Option/R2	PPC Group Option 04-R1	Standard PPO Plan Option 2
PPC Care Manager Opt Rc14-R1	PPC Group Option 04-R3	Stop Loss
PPC Care Manager Opt Rc14-R2	PPC Group Option 05-R1	Table Rated
PPC Care Manager Option C1	PPC Group Option 06-R1	Traditional Plus Option 5a-R1
PPC Care Manager Option C12	PPC Group Option 07	Traditional Plus Option 5a-R2
PPC Care Manager Option	PPC Group Option 07-R1	Traditional Plus Option 7a
	PPC Group Option 07-R2	Traditional Plus Option 7a-R1
	PPC Group Option 08-R1	Traditional Plus Option 7a-R2
	PPC Group Option 09	Traditional Plus Option 9a-R1
	PPC Group Option 09-R1	Traditional Plus Option 9a-R2

Addendum B: Agent “Good Standing” & Reappointment Requirements
JANUARY 1 – DECEMBER 31, 2009 CALENDAR YEAR

In order for an Agent to remain in good standings with the Company and maintain their Appointment as an Appointed Agent for Company, an Agent:

1. Must comply with the terms and conditions of the Agent Agreement.
2. Must comply with all Blue Cross and Blue Shield of Florida and its subsidiaries, corporate policies and procedures.
3. Must have active inventory of a minimum of five (5) Group Cases or fifty (50) Group Contracts (“cases and contracts” refers to accounts sized four (4) or greater) which inventory will be evaluated.
 - i. At the end of the initial twelve (12) month period calculated from the date of appointment; and
 - ii. At the end of every subsequent twelve (12) month period thereafter.
4. If the Agent satisfies this minimum inventory standard, Company will pay to renew their Appointment; however,
 - i. If, at any time, the Agent does not satisfy the minimum inventory standard, or their appointment is terminated by the State of Florida, the Agent may be required to reimburse Company for the Appointment Fees Company paid on their behalf.
 - ii. In the event Agent fails to reimburse Company or submit renewal Appointment Fees, Company shall, within thirty (30) calendar days, terminate Agent’s Appointment and Company shall cease commission payment(s) to the Agent.
5. Must have a valid Florida resident health and life agent license.
6. Must have on file with Company a fully executed Agent Agreement.
7. Must provide evidence of Errors and Omissions insurance coverage, minimum acceptable coverage is \$500,000 per occurrence and \$1,000,000 in aggregate, and must maintain such insurances for the duration of their Appointment with the Company.
8. Must provide evidence that all continuing education credits/coursework requirements have been met.
9. Must have information systems capabilities to include Internet access to facilitate email communication and other electronic tools, such as “e-quotes” and electronic enrollment. Please refer to Addendum “D” for further explanation of the information systems requirements for Appointed Agents.

**Addendum C: Company Commission Schedule
February 1, 2009 through December 31, 2009**

The original effective date of this Agreement is February 1, 2009. This Agreement will solely govern the amount of all Commissions and/or Renewal Fees payable to the Agency, including for Company Products (or as applicable, any other Company policies or contracts Agency was previously authorized to sell).

**BLUE CROSS AND BLUE SHIELD OF FLORIDA AND HEALTH OPTIONS, INC.
COMMISSION SCHEDULE**

Base Commission:

Per Contract Per Month Rate (4-50 Segment; BlueOptions, BlueCare (HMO) and BlueChoice (PPO) Products only)			
Location	BluePartners Classification	New Sales	Renewals
South Florida and Treasure Coast	BlueDiamond / Gold	\$40	\$36
	Silver	\$34	\$30
Remaining Florida	BlueDiamond / Gold	\$34	\$30
	Silver	\$30	\$26

Per Contract Per Month Rate (4-50 Segment; BlueSelect Product Only)			
Location	BluePartners Classification	New Sales	Renewals
All Florida	All Classifications	\$20	\$20

Per Contract Per Month Rate (1-3 Segment; BlueOptions, BlueCare (HMO), BlueChoice (PPO), BlueSelect Products Only)			
Location	BluePartners Classification	New Sales	Renewals
All Florida	All Classifications	\$3	\$3

Base Commission Assumptions

- Renewal enrollment count will be established 90 days prior to the anniversary date. In the event there is a change of 15% or more in the enrollment count at the time of actual renewal, the group would reflect any change in the commission rate.
- For group sizes 51+, any change of commission will require the group to be re-rated with the new commission amount.
- For group size 51+, BCBSF/HOI will continue to pay based on negotiated rates.
- Commissions calculated on a Per Contract Per Month basis and contract count are based on month ending in-force contracts.
- All existing 1-50 segment groups will be migrated to the Per Contract Per Month base commission program effective as of the first group renewal date after 12/31/2008; prior to such migration, the previous base commission structure will apply. All new 1-50 segment groups that become effective with BCBSF/HOI on or after 1/1/2009 will be paid based on the Per Contract Per Month base commissions program.
- Group rating sizes are determined at the renewal date. Any changes to the group rating size will not take effect until the next renewal date. If a group is in the rating category of 4-50 or 1-3, that rating category will

not change until renewal. Further, if an agency experiences a classification change during the year, the commission on existing groups will not change until the renewal of the group.

- South Florida is defined as Palm Beach, Broward and Miami-Dade counties. Treasure Coast is defined as Indian River, Martin and St. Lucie counties.
- Location specific rates are based on county of Group headquarters
- Commissions paid in error or overpayments must be repaid to BCBSF/HOI. If a group cancels, commissions will be charged back based on the group cancellation date.
- No adjustments will be paid for any contracts that are added or terminated retroactively for active groups.
- This commission schedule applies to group business submitted by Appointed Agents.
- Classification calculations include only 4+ enrolled groups.
- New Sales include groups which have not enrolled with BCBSF/HOI within the 12 month period prior to the new enrollment effective date.

FLORIDA COMBINED LIFE INSURANCE COMPANY, INC. (FCL) COMMISSION SCHEDULE

The ancillary products listed here are offered by Florida Combined Life Insurance Company, Inc. (FCL). FCL is an affiliate of BCBSF and an Independent Licensee of the Blue Cross and Blue Shield Association.

GROUP DENTAL

Annualized Premium Per Group	Blue Dental Choice & Freedom Group & Voluntary (Fully Insured)	Blue Dental Care Prepaid Group & Voluntary
Up to \$10,000	10.0%	10%
Up to the next \$10,000	8.0%	10%
Up to the next \$10,000	6.0%	10%
Up to the next \$20,000	4.0%	10%
Up to the next \$200,000	2.5%	10%
Up to the next \$250,000	2.0%	10%
Up to the next \$2,000,000	1.5%	10%
Over \$2,500,000	1.0%	10%

Commissions may be adjusted at renewal or off-anniversary due to factors causing changes in total group revenue. Factors may include but not limited to: addition, cancellation or modification of benefits of any product or fluctuation in enrollment or premium volume.

GROUP LIFE AND DISABILITY

Number of Enrolled Lives	Group Life & Disability	Voluntary Life & Disability
4 - 50	15.0%	15%
51 - 300	12.0%	15%
301 – 500	9.0%	15%
500+	7.0%	15%

Addendum D: Operating & Hardware Requirements
JANUARY 1 – DECEMBER 31, 2009 CALENDAR YEAR

Listed below are the designated operational system requirements for optimal site performance under the Siebel platform utilized by Blue Cross and Blue Shield of Florida, Inc. and its subsidiaries (“BCBSF”). In order for you to take advantage of all of the capabilities that BCBSF has designed and implemented, and in order for you to remain designated as an Agent in Good Standing, you must adopt and maintain these Operating and Hardware Requirements.

BCBSF reserves the right to make modifications or perform upgrades to its computer systems, including its Siebel platform. Therefore, from time to time, BCBSF may issue revised Operating and Hardware Requirements in order for Company and Agent’s systems to achieve the desired level of performance in light of any such upgrades or modifications.

The operational requirements are:

	<i>Windows NT 4.0</i>	<i>Windows 2000</i>	<i>Windows XP</i>
<i>Memory (MB)</i>	96 (128 recommended)	96 (192 recommended)	160 (256 recommended)
<i>CPU</i>	Pentium III 500MHz or Celeron 800 MHz class processor, 20MB storage	Pentium III 500MHz or Celeron 800 MHz class processor, 20MB storage	Pentium III 500MHz or Celeron 800 MHz class processor, 20MB storage
<i>OS Level</i>	NT 4.0 Service Pack 6a or above	Service Pack 3 or above	Service Pack 1 or above
<i>Browser</i>	Windows Internet Explorer 6.0 or above	Windows Internet Explorer 6.0 or above	Windows Internet Explorer 6.0 or above
<i>Java Runtime Environment</i>	Sun Micro Systems Java Rating Engine (JRE) 1.4.1_02	Sun Micro Systems Java Rating Engine (JRE) 1.4.1_02	Sun Micro Systems Java Rating Engine (JRE) 1.4.1_02
<i>Adobe Acrobat Reader</i>	6	6	6